



## Procedure

**Procedure Number: SNS-PC-P01 R00**

**Date: 4 May 2001**

**Revision: 0**

**Title: Procedure for On-site Vendor Demonstration/Presentation**

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Copies: This document is available on the SNS web site. If you are working with a copy, you should periodically verify that it is the current revision number.

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<b>PURPOSE</b>	To define the process for ensuring that on-site vendor demonstration/presentations are done with proper SNS authorization, performed in a safe manner, the SNS procurement process is not adversely impacted, and UT-Battelle is adequately protected.
<b>SCOPE</b>	Demonstrations or presentations at the SNS site by personnel who are not SNS, ORNL, Partner Lab, DOE or AE/CM employees.
<b>RESPONSIBILITIES</b>	<p>SNS Sponsor primary responsibilities are to (1) provide process oversight, (2) serve as point of contact for communication among the interested parties, (3) be responsible for vendor activity while on site.</p> <p>SNS Division Director of sponsor should ensure appropriate SNS Sponsor is identified and provide guidance regarding technical matters.</p> <p>SNS Administrative Director's Office is responsible for the overall administration of the vendor demonstration/presentation program.</p> <p>SNS ES&amp;H Manager reviews proposed activity when equipment/aids are being used for compliance with applicable SNS ES&amp;H procedures.</p> <p>SNS Procurement reviews the demonstration/presentation scope and identity of the vendor to ensure fair and equal treatment in current or potential procurements.</p>
<b>PROCESS FLOW</b>	<p>SNS Sponsor prepares a Vendor On-Site Demo Checklist (Attachment A) completing all needed information.</p> <p>The Division Director of the SNS Sponsor reviews the checklist to determine the overall value of the activity to the SNS Project, ensures the appropriate sponsor is identified, and approves as appropriate by executing the Checklist.</p> <p>If the vendor is bringing any equipment/aids on-site or the on-site activity could have environmental or safety issues the SNS ES&amp;H Manager must approve the activity. The ES&amp;H Manager reviews the vendor's activity and may require include any action and/or restriction the Manager deems appropriate. The SNS ES&amp;H Manager approves by executing the Checklist.</p> <p>SNS Procurement reviews the planned activity and may restrict or prohibit the vendor's activity if anticipated procurements could be adversely effected. SNS Procurement approves all vendor demonstrations/presentations by execution of the Checklist.</p> <p>The Sponsor secures the vendor's signature of the SNS On-Site Demonstration/Presentation Agreement.</p>



When all needed parties indicated approved of the activity by executing the Checklist, the Sponsor submits it to the Administrative Director for final approval, which is accomplished by execution of the Checklist. The Administrative Director keeps all documentation approving the demonstration/presentation

Additional forms for on-site vendor demonstration/presentation are maintained in the Administrative Director's office.

**OTHER RECORDS**

- A. SNS Vendor On-Site Demo Checklist
- B. SNS On-Site Demonstration/Presentation Agreement

**ATTACHMENTS**

- A. SNS Vendor On-Site Demo Checklist
- B. SNS On-Site Demonstration/Presentation Agreement

Approved by: \_\_\_\_\_ *R. Jeffrey Dwyer* \_\_\_\_\_ *3/20/03*  
Procurement Date

## SNS VENDOR ON-SITE DEMO CHECKLIST

VENDOR NAME:
ADDRESS:
E-MAIL:
PHONE:
FAX:
POINT OF CONTACT:
TITLE:
E-MAIL:
PHONE:
FAX:
SUBJECT MATTER OF DEMONSTRATION/PRESENTATION:
NUMBER OF VENDOR PERSONNEL:
EQUIPMENT/AIDS TO BE BROUGHT ON-SITE:
EQUIPMENT/AIDE TO BE FURNISHED BY SNS:
DATE AND TIME OF DEMO:
LOCATION OF DEMO:
SNS Sponsor
Phone:
E-Mail:
Pager:
Fax:
SNS Division Director:
Approve
Disapprove
SNS ES&H Manager
Approve
Additional Requirements
Disapprove
SNS Procurement
Approve
Disapprove
SNS Administrative Director
Approve
Disapprove

## SNS ON-SITE Demonstration/Presentation Agreement

WHEREAS, UT-BATTELLE, LLC (the "Company") acting under its Prime Contract Number DE-AC05-00OR22725 with the United States Department of Energy (Government) manages the Spallation Neutron Source (SNS) Project, AND

WHEREAS, "Participant", hereinafter identified which designation included its agents, subcontractors and employees, wishes to demonstrate or present a product or information concerning \_\_\_\_\_, which is of interest to SNS,

NOW, THEREFORE, as a condition of and in consideration for allowing the Participant to come on the SNS Project site to demonstrate or present such information, the Participant agrees as follows:

**A. On-Site Activities**

Participant shall observe, conform to and comply with all applicable rules, regulations, and other requirements of the Company and the Government pertaining to security, health and safety, environmental protection, hours of work and other operating procedures and conduct. The Company will specify the time and place in which the Participant's activities are to be conducted and may in its sole discretion change, modify or eliminate Participant's activity at the SNS Project site. The Participant shall immediately comply with any such decision of the Company.

**B. Responsibilities**

(a) Neither Company nor the Government, nor their officers, agents or employees shall be responsible for:

(1) Any alleged or actual liabilities, claims, losses, damages, costs or expenses incurred as a result of personal injury, property damage, loss, or destruction, during or arising out of access to the SNS Project site or the demonstration/presentation, and not caused by the negligence or intentional misconduct of an officer, agent, or employee of the Company or the Government:

(2) Any alleged or actual liability, claims, losses, damages, costs or expenses incurred as a result of personal injury, death, property damage, loss, or destruction arising out of or resulting in any way from the negligence or intentional misconduct of the Participant.

(b) Participant agrees to indemnify and hold Company and the Government and the present and future officers, directors, shareholders, employees and agents of these entities harmless from any and all liabilities, claims, losses, damages, costs, or expenses arising from the activities of the Participant, and/or Participant's breach of the terms of this agreement.

(c) Any litigation shall be brought and prosecuted exclusively in Federal District Court, with venue in the United States Court for the Eastern District of Tennessee, Northern Division; provided, however, that in the event the requirements for jurisdiction in Federal District Court are not present, such litigation shall be brought in either Anderson, Knox or Roane County, Tennessee, in the Circuit or Chancery Court, as appropriate. The governing law shall be the laws of the State of Tennessee.

(d) Neither the Company nor the Government shall be responsible for any costs, including any cost associated with the demonstration/presentation, expenses, including any expense associated with the demonstration/presentation, losses, or damages incurred by the Participant under or in connection with this agreement.

(e) Participant understands that the SNS Project Office is an open facility and Company makes no assurances as to the protection of Participant's property while on site. All risk of loss, destruction and/or loss of any property brought on site by Participant shall be solely on the Participant.

**C. Presentation Material**

Participant shall provide Company in written or electronic form all presentation material used during the demonstration /presentation and the Company and the Government shall have the right to use, duplicate or disclose such material, in whole or in part, in any manner and for any purpose and permit others to do so. No Proprietary Information shall be permitted without specific written approval of the SNS Procurement Director and the negotiation of a Proprietary Information Agreement.

Participant will provide proprietary information: YES \_\_\_\_\_ No \_\_\_\_\_ (check one).

**THE PARTIES, INTENDING TO BE LEGALLY BOUND**, have executed this agreement as of the dates set forth below.

\_\_\_\_\_  
UT-Battelle, LLC SNS Project

\_\_\_\_\_  
Participant

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_