

APPENDIX A-BES-0

to User Agreement No. NP-_____

between **UT-BATTELLE, LLC (CONTRACTOR)** and

NAME OF USER INSTITUTION (USER)

Pursuant to the above-identified User Agreement and subject to the terms and conditions stated therein, CONTRACTOR shall provide, furnish, or otherwise make available to duly authorized employees or representatives of USER the following facilities, equipment, services, material and/or information for the following purpose.

Facilities	Spallation Neutron Source (SNS), Center for Nanophase Materials Sciences (CNMS), High Flux Isotope Reactor (HFIR), Shared Research Equipment User Facility (ShaRE) and Center for Structural Molecular Biology (CSMB)
Purpose	Neutron scattering experiments, nanoscale materials research and microstructural characterization as detailed in individual proposals accepted by any of the above listed facilities
Term	From the date of the last signature on this Appendix A until the earlier of 5 years from such date or termination of the User Agreement
Cost	\$0
Special Provisions	<p>For work performed at HFIR and/or SNS, the following provisions shall apply. Where the following provisions are inconsistent with provisions in Article V of the User Agreement, the provisions below shall take precedence.</p> <p>The USER may provide materials (including samples, equipment, tooling, test apparatus, or materials) for use at the Spallation Neutron Source (SNS) or the High Flux Isotope Reactor (HFIR). CONTRACTOR will have temporary custody of the materials while the materials are at the SNS or the HFIR. Title to the USER's materials will not transfer at any time to the U.S. Department of Energy (DOE) or the CONTRACTOR.</p> <p>Any material supplied by the USER may be damaged, altered, consumed, activated, destroyed, or lost after the material is used at the SNS or the HFIR. Neither DOE nor the CONTRACTOR can provide any guarantees, assurances, or warranty regarding the material, its condition, or functionality after it has been used at the SNS or the HFIR. Materials, including any residues and/or material that may become radioactively contaminated, at the SNS or the HFIR will be removed from the respective facility by the CONTRACTOR at the USER's expense.</p> <p>Following removal of the material from the SNS or the HFIR, material with the potential for radioactive contamination will be evaluated for clearance and transfer to the USER. Materials will either be determined to be: 1) radioactive material or 2) materials cleared for transfer without further DOE controls.</p> <p>A. Radioactive Material</p> <p>Material released as radioactive material will be labeled and controlled in accordance with the provisions of 10 C.F.R. § 835. Materials that are considered radioactive materials will only be released by the CONTRACTOR to the USER after the USER Institution has provided evidence that they have the appropriate license or permit from the governmental authority regulating radiation protection for the USER Institution to receive radioactive materials.</p> <p>B. Materials Cleared for Transfer</p> <p>Materials cleared for transfer from DOE control may contain radioactivity at levels exempted from regulation by DOE, the U.S. Nuclear Regulatory Commission (NRC) and the U.S. Department of Transportation (DOT). Clearance limits for those materials cleared and transferred from DOE control have been established in accordance with DOE requirements for derived authorized limits (DOE Order 5400.5, <i>Radiation Protection of the Public and the Environment</i>). These clearance limits are based on limiting potential doses to a member of the general public to less than 1 mrem/yr (0.01 mSv/yr). This program authorizes clearance of samples from DOE radiological control and transfer for continued use in research. It does not authorize transfer for purposes of commercial distribution or waste disposal.</p>

	<p>The USER Institution hereby acknowledges and agrees to the following.</p> <ol style="list-style-type: none"> 1. USER institution is allowed by the governmental authority regulating radiation protection to accept material cleared from DOE control containing radioactivity at levels exempted from regulation by DOE, NRC, and DOT. 2. Other laws and regulations of the NRC or agreement state programs may continue to apply to this material, including but not limited to 10 CFR 20 <i>Standards for Protection Against Radiation</i> and 10 CFR 35 <i>Medical use of Byproduct Materials</i>. 3. The USER is responsible for notifying the appropriate governmental officials of the receipt of this material as may be required by applicable laws, regulations, or requirements established by the governmental entity authorized to regulate and control radiological materials where the USER's institution is located. 4. The USER Participant will sign the <i>Material Clearance and Transfer Form</i> to receive the material that has been cleared for unrestricted use. Materials will not be released to the USER until a <i>Material Clearance and Transfer Form</i> has been executed. 5. For material that will remain in the U.S., the material is exempt from the provision of 10 CFR 30 to the extent that the USER receives, possesses, uses, transfers, owns, or acquires individual quantities which do not exceed the limits of 10 CFR 30.71, Schedule B, or agreement state laws and regulations. 6. For materials that are taken outside the U.S., the USER has determined the material is exempt from regulation by the governmental entity authorized to regulate and control radiological materials at the location to which the material is transported.
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To be completed by USER:

<p>Organization Classification (select one)</p> <p><input type="checkbox"/> Small Business</p> <p><input type="checkbox"/> Large business</p> <p><input type="checkbox"/> Non-profit Organization/University</p> <p><input type="checkbox"/> National Laboratory</p> <p><input type="checkbox"/> Federal Agency</p> <p><input type="checkbox"/> Foreign Owned</p> <p><input type="checkbox"/> Other</p>
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Proposed on behalf of USER	Accepted on behalf of CONTRACTOR
Signature:	Signature:
Name (print):	Name: Cindy Kendrick
Title (print):	Title: User Agreements Manager Sponsored Research Office
Date:	Date: