

Contract Number: DE-AC05-76RL01830
Modification M881

**PART III – List of Documents,
Exhibits and Other Attachments**

Section J

Appendix K

**Advance Agreement on Costs and Disposition of Battelle Owned Personal
Property/Nuclear Materials for the Pacific Northwest National Laboratory**

Section J – Appendix K

Advance Agreement on Disposition of Battelle Owned Personal Property/Nuclear Materials for the Pacific Northwest National Laboratory

The Parties agree as follows:

Battelle Memorial Institute (Battelle) owns certain property which includes: personal property, nuclear materials, and one G-1 aircraft with associated parts. Such property identified is required for the continued operations and missions of the Pacific Northwest National Laboratory (PNNL).

For Battelle owned personal property and nuclear materials, which are either fully depreciated or in the case of nuclear materials that are required for transfer for the purposes of eliminating state licenses and the assumption of licensing by the Department of Energy and its regulatory requirements, sales agreements between the Parties will be executed and made part of this advance agreement effective October 1, 2012. Appendix K-1 Advance Agreement On Costs And Disposition Of Battelle Owned Personal Property (Attachment A – Personal Property Sales Agreement) and Appendix K-2 Advance Agreement On Costs And Disposition Of Battelle Owned Nuclear Materials (Attachment A – Nuclear Materials Sales Agreement)

For those personal property items listed in Appendix K-1, Attachment B – Retained Personal Property, that still have remaining net book value, those items will continue to follow Battelle's depreciation schedule. On an annual basis, the Department and Battelle will review the list of personal property and execute a sales agreement for those items that have a net book value of zero (\$0) and as mutually agreed upon for the continuing missions of PNNL. Battelle will be responsible for the disposition and incremental costs associated with disposition of the items of personal property, which are not a part of the sales agreement(s).

For those nuclear materials listed in Appendix K-2, Attachment B – Retained Nuclear Materials, that are for the sole purpose of fulfilling Battelle Memorial Institute Legacy Work, the Department and Battelle will evaluate the continuing need for those nuclear materials on or before 9/30/2015 and will either require disposition of the materials by Battelle or their client or inclusion under the Contract and executed by a sales agreement.

For those personal property items related to the G-1 aircraft listed in Appendix K-1, Attachment C - Personal Property Associated with G-1 Aircraft, the Parties agree to review the list of property on an annual basis and determine the need for the property associated with the aircraft and its associated operation and against any requirements as promulgated by the Federal Aviation Administration. As personal property associated with the G-1 aircraft reaches a net book value of \$0, the Parties will be required to determine the appropriate pathway for disposition.

Battelle and DOE agree the best interests of both Parties are served by executing an Advance Agreement on the costs and disposition pathways for the Battelle owned personal property/ nuclear materials and an agreement for the use and costs associated with the G-1 aircraft. The text of those advance agreements are described as follows in Appendix K-1 and Appendix K-2.

Agreed and acknowledged by the Parties as of the 17th day of September 2012.

Battelle Memorial Institute

By: 

Date: 17 Sept 2012

U.S. Department of Energy

By: 

Date: 09-17-12

APPENDIX K-1

ADVANCE AGREEMENT ON COSTS AND DISPOSITION OF BATTELLE OWNED PERSONAL PROPERTY

The Parties acknowledge that in consideration of the extension of Contract No. DE-AC05-76RL01830 from October 1, 2012 through September 30, 2017, it would be in the best interests of both Parties to enter into this Advance Agreement on Costs and Disposition of Battelle Owned Personal Property (hereinafter referred to as “the Agreement – Personal Property”),

The Parties agree as follows:

General Principles

1. Through prior undertakings, to include the Use Permit, Battelle Memorial Institute (hereinafter referred to as “Battelle”) owns certain personal property, described in Attachment B, Retained Personal Property to the Agreement – Personal Property;
2. The personal property described in Attachment B is believed to be in use or available for use presently in PNNL facilities in Richland, WA or Sequim, WA.
3. All personal property described in Attachment B shall be under the sole and exclusive custody of Battelle as the Operator of PNNL for exclusive use in performing work authorized under Contract No. DE-AC05-76RL01830, as amended (hereinafter referred to as the “PNNL Prime Contract”), or as agreed to by the Parties. Nothing in the Agreement - Personal Property shall obligate the Government to replace such property while in the custody of Battelle as the Operator of PNNL.
4. If at some point Battelle is no longer the Operator of PNNL, Battelle hereby agrees to sell any personal property not otherwise already transferred to DOE, that is desired by DOE, and described in Attachment B to either DOE or the successor contractor at the then-existing Net Book Value (NBV) for such property. Alternatively, at such time, Battelle may elect to remove or, with DOE approval, abandon in place any such personal property with a positive NBV. Battelle shall pay any incremental cost for excessing any such personal property.
5. All personal property transferred to DOE under Attachment A, Personal Property Sales Agreement to this Agreement - Personal Property will be appropriately tagged by December 31, 2012, or within 90 days of subsequent yearly transfers. This requirement applies only where a physical tag is required in accordance with the DOE property requirements.
6. The Parties agree that each and every obligation of the Government contained herein involving an expenditure of funds is subject to the availability of the

appropriated funds of the DOE, or in the event of a claim, as provided by the Contract Disputes Act, if applicable. DOE will use its best efforts to obtain funds to meet all of its obligations under this Agreement - Personal Property. Nothing herein shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

Miscellaneous Personal Property

7. As of October 1, 2012, the title to all personal property identified in Attachment A shall be transferred to and reside in DOE.
8. As of October 1, 2012, all costs (including depreciation, insurance and cost of capital), associated with the maintenance and management (including disposition) pursuant to the DOE-approved property management system, of the personal property identified on Attachment B that are otherwise allowable under the terms of the PNNL Prime Contract shall be allowable, if not otherwise unallowable under any other term of the Contract, so long as:
 - a. The property remains functional and available for DOE use, and
 - b. The property and its associated costs will be properly allocated to the benefiting projects, and
 - c. The property is necessary for conduct of assigned missions and/or capabilities of PNNL, and
 - d. DOE has not expressly declined utilization of the property.
9. Once the NBV of such property listed in Attachment B becomes zero, the title to such personal property shall be transferred to and reside in DOE as agreed to by an executed sales agreement on an annual basis.
10. The consideration for the transfer of title to all miscellaneous personal property identified in Attachment A from Battelle to DOE will be documented in the initial executed sales agreement and annually as sales agreements are executed for the remainder of Attachment B property.
11. Battelle shall annually update the status of personal property described on Attachment B.

Aircraft

12. Battelle currently owns a certain aircraft and associated personal property, as described in Attachment C - Personal Property Associated with G-1 Aircraft.
13. Missions assigned to and undertaken by Battelle as Operator of PNNL have need for such aircraft. As such it is considered in the Government's interest for Battelle to continue to provide such aircraft and associated personal property on an exclusive basis for use under the PNNL Prime Contract in FY13. In FY 13 a business case evaluation will be conducted by DOE for the continued PNNL use of such Battelle owned aircraft in comparison to other acquisition options for aircraft and as measured against the current level of programmatic utilization. Utilization of such Battelle owned aircraft may continue beyond FY13 if mutually

- agreed to be in the interests of both Parties and approved by the Contracting Officer.
14. While in the service of PNNL, such aircraft will be maintained in compliance with any and all statutes, laws, ordinances, regulations and standards or directives issued by any governmental agency applicable to the maintenance thereof, in compliance with any airworthiness certificate, license or registration relating to such aircraft issued by any agency and in a manner that does not modify or impair any existing warranties on the aircraft or any part thereof.
 15. As of October 1, 2012, expenses associated with the maintenance and management of such aircraft and associated personal property identified in Attachment C (including, without limitation, (i) depreciation, (ii) the cost of capital, (iii) the allocable portion of a liability insurance policy with a policy limit of \$50,000,000.00, (iv) future repair/replacement of parts or components of the aircraft and associated personal property, and (v) all costs of maintaining and managing the aircraft and associated personal property) shall be allowable under the terms of the PNNL Prime Contract, if not otherwise unallowable under any other term of the Contract, so long as:
 - a. The aircraft and associated personal property remain functional and available for DOE use, and
 - b. The aircraft and associated personal property are necessary for conduct of assigned missions and/or capabilities of PNNL, and
 - c. DOE has not expressly declined utilization of the aircraft and associated personal property.
 16. Battelle shall bear the entire risk of any property loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, such aircraft or part thereof owned by Battelle from any cause whatsoever, except to the extent such events directly result from the gross negligence or willful misconduct of DOE. If for any reason such aircraft, or any part thereof owned by Battelle becomes irreparably damaged or unusable, then Battelle, may at its own cost and expense replace such property and equipment or withdraw the aircraft or part thereof from PNNL use.
 17. At no point shall such aircraft be transferred to DOE without express written acceptance by DOE.
 18. Battelle shall annually update the status of personal property described on Attachment C.

Attachment A – Personal Property Sales Agreement

Attachment B – Retained Personal Property

Appendix K-1
Attachment B - Retained Personal Property

Contract Number: DE-AC05-76RL01830
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Acquisition Date	ORG CD	AREA	BLD NO	ROOM	PROPTY NO	PROPTY NAME	EQPT TYPE	MFG NAME	SENSTV SW	USEFUL LIFE YRS	ACCUM TOTAL DEP	TOTAL COST	EST NBV 10/1/2012	POTENTIALLY CONTAMINATED
01-May-04	D9H57	RCHN	OFFSITE	NONE	N827521	ECHO SOUNDER	MULTI-MODE	PRECISION ACOUSTIC	N	10	29,045.76	36,732.00	5,666.81	No
01-Oct-03	D7PA3C	RCHN	2400STV	1837	N827488	SPECTROPHOTOME	UV/VIS/NIR	PERKIN ELMER	N	10	61,868.92	72,790.00	6,905.04	No
01-Mar-03	D7PA1	RCHN	2400STV	1837	N830459	LASER	ARGON ION	COHERENT	N	10	52,058.51	57,226.00	1,992.50	No
01-Apr-03	D7E84	300	331	305	N827468	DEWAR	LIQUID NITROGEN	NORCO	N	10	2,634.69	2,924.00	127.33	No
01-Apr-03	D7E84	300	331	313	N830440	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	26,945.94	29,905.00	1,301.95	No
01-Apr-03	D7E84	300	331	305	N830438	MASS SPECTROME	SERIES 1100	AGILENT TECHNOLOGIES	N	10	146,528.75	162,620.00	7,080.15	No
01-Jan-06	D7E84	300	331	307	N827584	DEWAR	LIQUID GASES	MVE	N	10	2,614.33	4,201.00	1,357.35	No
01-Jan-06	D7E84	300	331	307	N827585	DEWAR	LIQUID GASES	MVE	N	10	2,612.53	4,198.00	1,356.29	No
01-Feb-06	D7E84	300	331	307	N828154	REACTION SYSTEM	OCTOPOLE	AGILENT TECHNOLOGIES	N	10	98,337.34	160,191.00	53,112.97	No
01-Jun-03	D7E84	300	331	313	N830439	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	78,389.38	88,677.00	5,381.60	No
01-Feb-06	D7E84	300	331	307	N828168	HEAT EXCHANGER	POLYSCIENCE AIR CO	AGILENT TECHNOLOGIES	N	10	4,187.89	6,822.00	2,261.85	No
01-Feb-06	D7E84	300	331	307	N828166	AUTOSAMPLER	RANDOM ACCESS INT	CETAC TECHNOLOGIES	N	10	6,424.83	10,466.00	3,470.11	No
01-May-03	D7E84	RCHN	331	1229	N830437	DETECTOR	MASS SELECTIVE	AGILENT TECHNOLOGIES	N	10	73,029.13	81,815.00	4,254.21	No
01-Dec-08	D7PA5B	PNNL	3420	1607	N828217	SPECTROMETER	DUAL VIEW	THERMO SCIENTIFIC	Y	10	28,860.62	88,124.00	54,465.51	Yes
01-Sep-08	D7PA5B	PNNL	3420	1607	N827629	AUTOSAMPLER	RANDOM ACCESS INT	CETAC TECHNOLOGIES	N	10	6,284.33	17,814.00	10,559.82	Yes
01-Jul-04	D9H49	RCHN	APEL	207	N828141	DETECTOR	MASS SELECTIVE	AGILENT TECHNOLOGIES	N	10	51,238.12	66,212.00	11,337.10	No
01-Oct-04	D9H64	RCHN	APEL	105	N828149	GLOVE BOX	CONTROLLED ATMOS	M BRAUN	N	10	61,118.62	81,659.00	16,062.13	No
01-Jul-04	D9H49	RCHN	APEL	207	N828142	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	17,059.51	22,045.00	3,774.63	No
01-Nov-02	D1151K	RCHN	AUD		N830324	FURNITURE	AUDITORIUM	NONE	N	10	34,055.63	36,093.00	30.75	No
01-Sep-06	D7E84	RCHN	BIL	122	N828495	HOOD	VENTED	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Feb-07	D7E84	RCHN	BIL	6666	N828493	REFRIGERATOR	WALK-IN	ALL PHASE REFRIGERATION	N	13	10,386.02	27,477.00	15,908.12	No
01-Oct-06	D7E84	RCHN	BIL	122	N828465	FREEZER	ULTRA LOW TEMPER	VWR	N	14	3,054.42	8,137.00	4,757.99	No
01-Sep-06	D7E84	RCHN	BIL	122	N828488	HOOD	LABORATORY FUME	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Sep-06	D7E84	RCHN	BIL	122	N828489	HOOD	VENTED	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Sep-06	D7E84	RCHN	BIL	122	N828487	HOOD	LABORATORY FUME	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Sep-06	D7E84	RCHN	BIL	122	N828496	HOOD	VENTED	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Sep-06	D7E84	RCHN	BIL	106	N828482	RACK WASHER		UNKNOWN	N	9	98,142.02	165,350.00	56,576.24	No
01-Sep-06	D7E84	RCHN	BIL	105	N828491	BALANCE	MICROBALANCE	METTLER	N	17	5,094.56	16,254.00	10,628.42	No
01-Sep-06	D7E84	RCHN	BIL	122	N828494	HOOD	LABORATORY FUME	UNKNOWN	N	11	2,693.90	5,554.00	2,573.94	No
01-Sep-06	D7E84	RCHN	BIL	6666	N828492	REFRIGERATION UN		UNKNOWN	N	10	7,149.25	14,550.00	6,493.62	No
01-Feb-07	D7E84	RCHN	BIL	105	N828466	PURIFIER	PURELAB	SIEMANS WATER TECH	N	13	4,159.39	10,985.00	6,353.25	No
01-Jul-09	D1158T	RCHN	BRSW	10	N827638	LIFT	TUK-A-WAY	MAXON	N	10	2,463.13	9,170.00	6,207.63	No
01-Jun-09	D1158T	RCHN	BRSW	10	N827637	LIFT	TUK-A-WAY	MAXON	N	10	2,439.55	8,809.00	5,889.81	No
01-Oct-03	D9H46	PNNL	BSEL	6666	N830524	REACTOR	BENCH TOP	PARR	N	10	27,758.12	32,658.00	3,098.08	No
01-Oct-05	D9H46	RCHN	BSEL	157	N827532	CHILLER		TEK TEMP	N	15	75,192.83	174,282.00	92,750.60	No
01-Sep-03	D9H46	RCHN	BSEL	156A	N830526	DISTILLATION SYST	WIPED FILM STILL	POPE SCIENTIFIC	N	10	39,952.95	46,556.00	4,030.06	No
01-Oct-03	D9H46	RCHN	BSEL	166	N830522	CHROMATOGRAPH	GAS	SHIMADZU SCIENTIFIC	N	10	43,489.31	51,166.00	4,853.73	No
01-Oct-03	D9H46	RCHN	BSEL	262	N830521	EVAPORATOR	ROTARY	BUCHI	N	10	13,720.15	16,142.00	1,531.24	No
01-Oct-03	D9H46	RCHN	BSEL	166	N830519	CHROMATOGRAPH	LIQUID	SHIMADZU SCIENTIFIC	N	10	62,526.00	73,563.00	6,978.33	No
01-Oct-03	D9H46	RCHN	BSEL	262	N830525	REACTOR	BENCH TOP	PARR	N	10	27,758.12	32,658.00	3,098.08	No
01-Mar-99	D7M47	RCHN	BSF	2240	N828485	FREEZER	ULTRA-LOW TEMPER	REVCO	N	22	4,161.16	7,128.00	2,783.86	No
01-Dec-02	D1100	BWO	BWO	9220	N828277	TABLE	CONFERENCE	NUCRAFT FURNITURE	N	10	4,735.26	5,064.00	47.34	No
01-Dec-02	D1100	BWO	BWO	9220	N828278	FURNITURE	15 OFFICE CHAIRS	NONE	N	10	7,964.09	8,517.00	79.71	No
01-Oct-04	D7M42	PNNL	EMSL	1418	N828145	CONTROLLER	SPECTROMETER	BRUKER INSTRUMENTS	N	10	329,285.51	439,950.00	86,537.38	No
01-Dec-05	D9H49	PNNL	EMSL	1413	N827578	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	15,368.96	24,365.00	7,665.27	No
01-Dec-05	D9H49	RCHN	EMSL	217	N828152	CONTROLLER		SHOP MADE	N	10	11,854.25	18,793.00	5,912.34	No
01-Jul-04	D9H54	RCHN	ETB	1332	N830470	POSITIONER	GLOBAL RTK	TRIMBLE NAVIGATION	Y	10	19,444.48	25,127.00	4,302.40	No
01-Jul-04	D9H54	RCHN	ETB	1332	N830469	POSITIONER	GLOBAL RTK SURVEY	TRIMBLE NAVIGATION	Y	10	18,848.67	24,357.00	4,170.49	No
01-Nov-02	D3318E	PNNL	LSW	1	N827456	VIDEO CONFERENC		PICTURETEL	N	10	28,995.37	30,730.00	26.14	No
01-Jun-08	D7PA3B	PNNL	LSW	6666	N830552	SCANNER	HOLOGRAPHIC BODY	INTELLIFIT	N	10	34,878.56	91,900.00	52,027.57	No
01-May-04	D9H70	MSL	MSL1	6666	N828293	TRAILER	BOAT	KING TRAILERS	N	10	7,614.13	9,629.00	1,485.53	No
01-Oct-02	D9H70	MSL	MSL1	6666	N830432A	BOAT	CENTER CONSOLE	SAFE BOATS INTERNATIONAL	N	17	216.73	402.00	172.74	No
01-Oct-03	D9H70	MSL	MSL1	6666	N828280	MOTOR	OUTBOARD	YAMAHA	N	10	14,011.64	16,485.00	1,563.85	No
01-Oct-03	D9H70	MSL	MSL1	6666	N828279	MOTOR	OUTBOARD	YAMAHA	N	10	14,017.64	16,492.00	1,564.50	No
01-Jun-03	D9H70	MSL	MSL1	6666	N830485	TANK	FISH HOLDING	RED EWALD	N	10	10,125.22	11,454.00	695.14	No

Appendix K-1
Attachment B - Retained Personal Property

Contract Number: DE-AC05-76RL01830
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Acquisition Date	ORG CD	AREA	BLD NO	ROOM	PROPTY NO	PROPTY NAME	EQPT TYPE	MFG NAME	SENSTV SW	USEFUL LIFE YRS	ACCUM TOTAL DEP	TOTAL COST	EST NBV 10/1/2012	POTENTIALLY CONTAMINATED
01-May-02	D9H70	MSL	MSL1	6666	N830432	BOAT	CENTER CONSOLE	SAFE BOATS INTERNATIONAL	N	18	28,844.24	52,439.00	21,997.36	No
01-Jun-03	D9H70	MSL	MSL1	6666	N830484	TANK	FISH HOLDING	RED EWALD	N	10	10,186.17	11,523.00	699.34	No
01-Mar-09	D9H70	MSL	MSL2	111	N828459	IMAGING SYSTEM	2 CHANNEL SIMULTA	MAG BIOSYSTEMS	N	10	7,495.61	12,490.00	4,604.56	No
01-May-06	D9H57	MSL	MSL2	OUTSD	N828316	BOAT	31' WALK AROUND C	SAFE BOATS INTERNATIONAL	N	18	70,584.50	215,849.00	138,728.25	No
01-Jul-04	D9H70	MSL	MSL2	108	N830504	PCR SYSTEM	REAL TIME	APPLIED BIOSYSTEMS	N	10	26,374.35	34,082.00	5,835.64	No
01-Oct-04	D9H70	MSL	MSL2	110	N830539	TEST CHAMBER	ENVIRONMENTAL	CARON PRODUCTS	N	10	18,311.86	24,466.00	4,812.45	No
01-Jul-04	D9H70	MSL	MSL2	111	N828291	MICROSCOPE	INVERTED	LEICA	N	10	33,102.22	46,336.00	10,019.66	No
01-Oct-05	D9H70	MSL	MSL2	111	N829002	CYTOMETER	IMAGING FLOW CYTO	FLUID IMAGING TECHNOLC	N	10	65,444.77	101,060.00	30,092.65	No
01-Jun-03	D9H70	MSL	MSL2	108	N830481	READER	MICROPLATE	BIO TEK INSTRUMENTS	N	10	26,029.93	29,446.00	1,787.03	No
01-Jul-04	D9H70	MSL	MSL2	111	N828296	CAMERA	MICROSCOPE SLIDER	SPOT	N	10	8,439.61	10,906.00	1,867.33	No
01-May-06	D9H70	MSL	MSL5	227	N828315	ANALYZER	DIRECT MERCURY	MILESTONE	N	10	23,140.19	39,290.00	14,005.29	No
01-Mar-03	D9H70	MSL	MSL5	223	N830480	SPECTROMETER		ORTEC	N	10	11,122.90	12,227.00	425.73	No
01-Mar-08	D9H70	MSL	MSL5	114	N828343	SPECTROPHOTOME		PERKIN ELMER	N	10	5,681.25	14,039.00	7,594.40	No
01-Apr-06	D9H70	MSL	MSL5	130	N828313	FREEZE DRYER	BENCHTOP SHELL	VIRTIS	N	10	16,459.24	27,556.00	9,592.67	No
01-May-04	D9H70	MSL	MSL5	215	N830501	SAMPLER	AUTOMATIC LIQUID	AGILENT TECHNOLOGIES	N	10	7,741.41	9,790.00	1,510.36	No
01-Apr-04	D9H70	MSL	MSL5	227	N830497	MASS SPECTROME	ICP	PERKIN ELMER	N	10	137,632.03	172,228.00	25,125.60	No
01-May-04	D9H70	MSL	MSL5	215	N830499	DETECTOR	MASS SELECTIVE	AGILENT TECHNOLOGIES	N	10	54,419.34	68,820.00	10,617.09	No
01-Feb-05	D9H70	MSL	MSL5	219	N830542	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	38,188.82	53,439.00	12,325.51	No
01-Mar-06	D9H70	MSL	MSL5	126	N828311	DETECTOR	MERCURY	TEKRAN	N	10	4,045.84	6,679.00	2,268.39	No
01-Feb-05	D9H70	MSL	MSL5	219	N830544	CHROMATOGRAPH	LIQUID	AGILENT TECHNOLOGIES	N	10	40,646.44	56,878.00	13,118.66	No
01-Apr-06	D9H70	MSL	MSL5	130	N828314	FREEZE DRYER	BENCHTOP SHELL	VIRTIS	N	10	16,323.06	27,328.00	9,513.24	No
01-Sep-04	D9H70	MSL	MSL5	118	N828297	CYCLER	THERMAL	BIO RAD	N	10	5,440.05	7,188.00	1,353.71	No
01-Apr-04	D9H70	MSL	MSL5	227	N830493	ANALYZER	MERCURY	LEEMAN LAB	N	10	20,921.12	26,180.00	3,819.33	No
01-Jun-05	D9H70	MSL	MSL5	118	N830551	CENTRIFUGE	ULTRA	BECKMAN COULTER	N	10	48,505.91	71,205.00	18,803.31	No
01-Mar-08	D9H70	MSL	MSL5	114	N828345	S10 AUTOSAMPLER		PERKIN ELMER	N	10	6,154.43	15,699.00	8,672.86	No
01-Mar-03	D9H70	MSL	MSL5	227	N830479	CHROMATOGRAPH	ION	DIONEX	N	10	33,541.57	36,871.00	1,283.75	No
01-Mar-08	D9H70	MSL	MSL5	114	N828344	FIAS-400		PERKIN ELMER	N	10	5,679.62	14,035.00	7,592.24	No
01-Mar-06	D9H70	MSL	MSL5	126	N828312	DETECTOR	MERCURY	TEKRAN	N	10	3,475.77	5,738.00	1,948.84	No
01-May-04	D9H70	MSL	MSL5	215	N830500	CHROMATOGRAPH	GAS	AGILENT TECHNOLOGIES	N	10	10,567.56	13,364.00	2,061.72	No
01-Jun-03	D9H70	MSL	MSL5	219	N830489	WASHER	MICROPLATE	BIO TEK INSTRUMENTS	N	10	5,348.14	6,050.00	367.19	No
01-Oct-03	D9H70	MSL	MSL5	114	N830491	SPECTROMETER	ICP-OES	PERKIN ELMER	N	10	71,495.61	84,116.00	7,979.46	No
01-Mar-05	D9H70	MSL	MSL5	223	N830541	EXTRACTOR	ACCELERATED SOLVE	DIONEX	N	10	34,330.15	48,590.00	11,598.03	No
01-Oct-05	D9H70	MSL	MSL7	131	N828300	MAPPING SYSTEM	GEOEXPLORER XT	TRIMBLE NAVIGATION	Y	10	3,822.62	5,903.00	1,757.82	No
01-Oct-05	D9H70	MSL	MSL7	105	N828305	FLUOROMETER	PULSED AMPLITUDE	HEINZ WALZ	N	10	16,599.54	25,633.00	7,632.69	No
01-Oct-05	D9H70	MSL	MSL7	130	N828302	SURVEY INSTRUME		MDL	N	10	3,562.97	5,502.00	1,638.38	No
01-Jun-04	D9H57		OFFSITE		N827531	RECEIVER	TELEMETRY	LOTEK	N	10	6,309.41	8,066.00	1,313.49	No
01-Oct-05	D9H70	MSL	OFFSITE		N828304	MAPPING SYSTEM	GEOEXPLORER XT	TRIMBLE NAVIGATION	Y	10	3,010.59	4,649.00	1,384.38	No
01-Oct-05	D9H70	MSL	OFFSITE		N828304	MAPPING SYSTEM	GEOEXPLORER XT	TRIMBLE NAVIGATION	Y	10	3,010.59	4,649.00	1,384.38	No
01-Apr-04	D9H70	MSL	OFFSITE		N828288	MAPPING SYSTEM	GEOEXPLORER XT	TRIMBLE NAVIGATION	Y	10	4,792.39	5,997.00	874.84	No
01-May-04	D9H57	POS2	POS2	1	N827524	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	5,447.49	6,889.00	1,062.81	No
01-Jul-04	D9H57	POS2	POS2	1	N828292	SURVEY INSTRUME	ROBOTIC TOTAL STAT	TRIMBLE	N	10	21,385.32	27,635.00	4,731.80	No
01-May-04	D9H57	POS2	POS2	1	N827520	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	7,393.48	9,350.00	1,442.51	No
01-May-04	D9H57	POS2	POS2	1	N827527	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	5,447.49	6,889.00	1,062.81	No
01-May-04	D9H57	POS2	POS2	1	N827526	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	5,447.49	6,889.00	1,062.81	No
01-May-04	D9H57	POS2	POS2	1	N827519	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	7,395.08	9,352.00	1,442.77	No
01-May-04	D9H57	POS2	POS2	1	N827525	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	5,447.49	6,889.00	1,062.81	No
01-May-04	D9H57	POS2	POS2	1	N827523	TRANSDUCER	SPLIT BEAM MULTIPL	PRECISION ACOUSTIC	N	10	5,780.36	7,310.00	1,127.77	No
01-May-04	D9H53	RCHN	PSL	609	N827514	AUTOCLAVE	TOP LOADING	HIRAYAMA	N	10	6,044.50	7,644.00	1,179.29	No
01-Oct-04	D9H53	RCHN	PSL	609	N827557	THERMAL CYCLER	DNA ENGINE	MJ RESEARCH	N	10	29,445.19	39,341.00	7,738.34	No
01-May-04	D9H53	RCHN	PSL	609	N827516	READER	MICROPLATE	BIO TEK INSTRUMENTS	N	10	22,295.94	28,196.00	4,349.91	No
01-Jun-08	D9H47	RCHN	PSL	1425	N828326	PROBE		JANDEL ENGINEERING	N	10	7,575.80	20,256.00	11,569.72	No
01-May-08	D7E53A	RCHN	PSL	1316	N828325	AIR CONDITIONER	CHALLENGER 3000	LIEBERT	N	10	9,325.82	24,028.00	13,396.47	No
01-Jan-07	D7000	RCHN	ROB	1104	N827594	VIDEO CONFERENC		TANDBERG	N	10	6,507.36	12,472.00	5,285.36	No
01-Oct-04	D9H63	300	RPL	400	N830443	SAMPLER	AUTOMATIC	DIONEX	N	10	3,103.08	4,146.00	815.56	No
01-Oct-04	D9H63	300	RPL	400	N830447	GENERATOR	EFFLUENT	DIONEX	N	10	4,933.14	6,591.00	1,296.38	No

Appendix K-1
Attachment B - Retained Personal Property

Contract Number: DE-AC05-76RL01830
 Modification M881

Acquisition Date	ORG CD	AREA	BLD NO	ROOM	PROPTY NO	PROPTY NAME	EQPT TYPE	MFG NAME	SENSTV SW	USEFUL LIFE YRS	ACCUM TOTAL DEP	TOTAL COST	EST NBV 10/1/2012	POTENTIALLY CONTAMINATED
01-Oct-04	D9H63	300	RPL	400	N830449	DETECTOR	CONDUCTIVITY	DIONEX	N	10	6,052.08	8,086.00	1,590.47	No
01-Oct-05	D1158J	300	RPL		N827563	TRUCK	MICRO PICKUP	VANTAGE VEHICLE	N	10	6,722.54	10,381.00	3,091.18	No
01-Oct-05	D9H63	300	RPL	54	N828151	LASER FLASH APPA	THERMOPHYSICAL	NETZSCH	N	10	109,251.84	168,707.00	50,235.88	No
01-Apr-07	D9H63	300	RPL	405	N827583	SPECTROMETER	ICP-OES	PERKIN ELMER	N	10	64,620.79	130,085.00	58,379.16	No
01-Oct-04	D9H63	300	RPL	400	N830448	GENERATOR	EFFLUENT	DIONEX	N	10	4,933.14	6,591.00	1,296.38	Yes
01-Oct-04	D9H63	300	RPL	400	N830450	DETECTOR	ELECTROCHEMICAL	DIONEX	N	10	5,911.37	7,898.00	1,553.47	Yes
01-Oct-04	D9H63	300	RPL	400	N830444	SAMPLER	AUTOMATIC	DIONEX	N	10	36,905.85	49,309.00	9,699.05	Yes
01-May-06	D9H64	RCHN	RTL520	416	N828317	MAGNETIC SYSTEM		MICROTECH INSTRUMENTS	N	10	53,830.87	91,400.00	32,580.30	No
01-Jun-04	D9H57	RCHN	SIGMA5	2517	N827528	RECEIVER	TELEMETRY	LOTEK	N	10	9,993.65	12,776.00	2,080.46	No
01-Jun-04	D9H57	RCHN	SIGMA5	2517	N827529	RECEIVER	TELEMETRY	LOTEK	N	10	6,308.60	8,065.00	1,313.37	No
											3,138,553.30	4,615,469.00	1,232,585.67	

Attachment C – Personal Property Associated with G-1 Aircraft

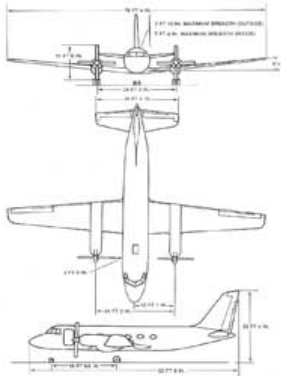
**APPENDIX K-1
ATTACHMENT C - PERSONAL PROPERTY ASSOCIATED WITH
G-1 AIRCRAFT (5/21/2012)**

Contract Number: DOE-AC05-76RL01830
Modification M881

Acquisition Date	AREA	BLD NO	ROOM	PROPTY NO	PROPTY NAME	EQPT TYPE	MFG NAME	SENSTV SW	USEFUL LIFE YRS	ACCUM TOTAL DEP	TOTAL COST	EST NBV 10/1/2012	EST FY13 DEPR COST
01-May-12	PASCO	POP	1	N829046	ENGINE	DART	ROLLS ROYCE	N	7	2,974.38	249,848.00	234,976.10	35,692.56
01-Oct-04	PASCO	POP	1	N828150	MONITOR	FUEL/AIR DATA	SHADIN	N	10	5,373.33	7,032.00	1,383.22	661.08
01-Oct-08	PASCO	POP	1	N828233	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-08	PASCO	POP	1	N828234	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-08	PASCO	POP	1	N828231	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-08	PASCO	POP	1	N828229	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-08	PASCO	POP	1	N828230	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-08	PASCO	POP	1	N828232	PROBE	CLOUD AEROSOL AND PRECIP	DROPLET MEASUREMENT	N	10	4,547.91	12,633.00	7,593.79	1,179.12
01-Oct-10	PASCO	POP	1	N828454	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	8	N828462	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	8	N828464	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	8	N828461	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	8	N828463	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	1	N828453	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Oct-10	PASCO	POP	8	N828460	INVERTER	STATIC	KGS ELECTRONICS	N	10	4,889.62	31,100.00	25,000.93	2,902.68
01-Jun-10	PASCO	POP	1	N825480B	PROPELLER	AIRPLANE LEFT	GULFSTREAM	N	10	11,668.04	61,054.00	47,011.66	5,698.32
01-Oct-04	PASCO	POP	1	N827566	WARNING SYSTEM	TERRAIN AWARENESS	LANDMARK	N	10	60,202.79	78,786.00	15,497.01	7,406.88
01-Sep-03	PASCO	POP	1	N830490	AIR CONDITIONER	REFRIGERANT	KEITH SYSTEMS	N	10	83,520.34	95,546.00	8,259.26	9,039.36
01-Mar-02	PASCO	POP	1	N830435	ENGINE	AIRPLANE LEFT	ROLLS ROYCE	N	20	142,380.93	278,575.00	130,743.17	13,082.16
01-Oct-10	PASCO	POP	1	N828222	ENGINE	AIRPLANE RIGHT	ROLLS ROYCE	N	20	23,232.88	295,542.00	266,562.47	13,791.96
01-Jun-11	PASCO	POP	1	N821836B	AIRPLANE		GULFSTREAM	N	10	10,253.91	180,685.00	163,149.94	17,474.76
401,121.40										1,540,566.00	1,088,152.08	130,240.56	

Gulfstream-1 Research Aircraft

The G-1 is a large twin turboprop with performance characteristics of contemporary production aircraft. It is capable of measurements to altitudes approaching 30,000 feet over ranges of 1500 nautical miles, and can be operated at speeds that enable both relatively slow sampling and rapid deployment to field sites throughout the world. The aircraft is configured for versatile research applications. It accommodates a variety of external probes for aerosol, radiation, and turbulence measurements and internal sampling systems for a wide range of measurements. The G-1 has sufficient cabin volume, electrical power and payload capabilities, and flight characteristics to accommodate a variety of instrument systems and experimental equipment configurations. Internal instrumentation is mounted in removable racks to enable rapid reconfiguration as necessary. Data from most systems are acquired on a central computer that is tailored to airborne research data acquisition. In addition to acquiring the various analog and digital input signals, it can be configured to communicate with and/or control other systems onboard, and to provide time synchronization to other computers.



Technical Information

Aircraft length: 63.75 ft (19.44 m)
Aircraft wingspan: 78.33 ft (23.88 m)
Aircraft height: 23.33 ft (7.11 m)
Maximum gross weight: 36,000 lb (16,330 kg)
Nominal operating altitude: 1,000 ft AGL to 25,000 ft (7.5 km) MSL
Maximum operating altitude: 30,000 ft (9 km) MSL
Nominal cruise speed: 160 - 290 knots (80 - 150 m s-1)
Nominal sampling speed: 195 knots (100 m s-1)
Nominal rate of climb: 500-1000 ft min-1 (2.5-5 m sec-1)
Endurance with maximum fuel: 6 hours
Crew capacity: 2 pilots and 1 to 5 scientists and engineers
Cabin payload at maximum gross weight, with full fuel: 2,500 lb (1,134 kg) including scientific crew and instruments
Cabin dimensions: 21 ft (6.4 m) long; 7 ft (2.13 m) wide; 6 ft (1.83 m) high
Cabin floor space: 165 ft² (15.3 m²)

APPENDIX K-1
ATTACHMENT C - PERSONAL PROPERTY ASSOCIATED WITH
G-1 AIRCRAFT (5/21/2012)

Contract Number: DOE-AC05-76RL01830
Modification M881

Entrance door dimensions: 29 in. (74 cm) wide; 58 in. (147 cm) high

Interior cabin passage way dimensions: 29 in. (74 cm) wide; 68 in. (173 cm) high

Standard 19" equipment rack dimensions: 17 & 24 in. (43 & 61 cm) deep; 22 & 42.5 in. (56 & 108 cm) wide; 42 in. (107 cm) high

Floor mounting track width: 12 in. (30.48 cm)

Supplemental air conditioning: 3 heat-exchangers in cabin rated at ~6000 Btu/hr each

Electrical power: 300 A @ 28 VDC provides 4,000 V-A at 115 VAC 60 Hz and 4,000 V-A at 230 VAC 60 Hz

APPENDIX K-2

ADVANCE AGREEMENT ON COSTS AND DISPOSITION OF BATTELLE OWNED NUCLEAR MATERIALS

The Parties acknowledge that in consideration of the extension of Contract No. DE-AC05-76RL01830 from October 1, 2012 through September 30, 2017, it would be in the best interests of both Parties to enter into this Advance Agreement on Costs and Disposition of - Battelle Owned Nuclear Materials (hereinafter referred to as “the Agreement – Nuclear Materials”),

The Parties agree as follows:

General Principles

1. Through prior undertakings, to include the Use Permit, Battelle Memorial Institute (hereinafter referred to as “Battelle”) owns certain nuclear materials, described in Attachment A, Nuclear Materials Sales Agreement, and possesses client furnished materials in Attachment B, Retained Nuclear Materials, to this Agreement - Nuclear Materials;
2. Battelle affirms its unrestricted ownership of the nuclear materials described in Attachment A and its ability to freely convey them to the Government;
3. Nuclear materials such as those in Attachments A and B are needed in support of programmatic objectives under Contract No. DE-AC05-76RL01830, as amended (hereinafter referred to as the “PNNL Prime Contract”), or as agreed to by the Parties.
4. Battelle is not aware of any deficiency or defect in the packaging or containment of the materials in Attachments A and B nor do any materials in Attachments A and B lack a current disposal pathway.
5. All nuclear materials described in Attachments A and B shall be under the sole and exclusive custody of Battelle as the Operator of PNNL for use in performing work authorized under the PNNL Prime Contract, or as agreed to by the Parties. Nothing in this Agreement - Nuclear Materials shall obligate the Government to replace such nuclear materials as described in Attachments A and B should they be consumed, found to be unfit or unusable, unsuitable or otherwise undesirable.
6. Each and every obligation of the Government contained herein involving an expenditure of funds is subject to the availability of the appropriated funds of the DOE, or in the event of a claim, as provided by the Contract Disputes Act, if applicable. DOE will use its best efforts to obtain funds to meet all of its obligations under this Agreement - Nuclear Materials. Nothing herein shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

Transferred Nuclear Materials

7. As of October 1, 2012, ownership to all nuclear materials identified in Attachment A shall be transferred to and reside with DOE. DOE accepts transfer of title to such materials in an AS-IS condition.
8. Upon transfer to the DOE, DOE assumes responsibility for all subsequent costs associated with ownership of the nuclear materials identified in Attachment A.
9. The consideration for the transfer of ownership all nuclear materials identified in Attachment A from Battelle to DOE will be documented in the initial executed sales agreement.

Retained Nuclear Materials

1. As of October 1, 2012, Battelle will assign custody to the nuclear materials identified in Attachment B. Those materials shall be transferred to and reside in DOE custody in support of pre-existing Battelle work under clause H-45. DOE accepts the transfer of custodianship to such materials on Battelle's behalf in accordance with terms and conditions as outlined clause H-45.
2. Battelle or, as appropriate, the benefitting client of the Legacy project executed under clause H-45, bears responsibility for all subsequent costs associated with utilization of the nuclear materials identified in Attachment B.
3. At the conclusion of pre-existing Battelle Legacy work under clause H-45, nuclear materials identified in Attachment B and any resultant waste will be dispositioned at the expense of the benefitting client of Legacy project or Battelle unless otherwise explicitly approved by DOE. All nuclear materials identified in Attachment B and any resultant waste will be dispositioned on or before September 30, 2015.

Attachment A – Nuclear Materials Sales Agreement

Attachment B – Retained Nuclear Materials

Line#	RMT#	User ID	Description	Total Ci	Location
63	47997	EPA Laundering I	Cs-137 Stock Solutions 1831 Project #61205	1.00E-04	331:170
64	64745	EPA Laundering II	<i>Assessment of contaminated laundering</i>	1.00E-04	
65	54721	Cloth Swatches	Spiked cloth samples 1831 Project# 61205 <i>Assessment of contaminated laundering</i>	3.00E-05	
66	50277	Zr Studsvik	Activated zirconium alloy samples. Dominant radionuclides include Co-60, Sb-125, Cs-137, Mn-43, Zr-95	3.0E-04	RPL:405
67	62179	Half Zr Alloy Rings	1831 Project # 63449, <i>Westinghouse Retrospective Reactor Dosimetry</i>		RPL:525
68	60539	Nb Samples AECL	Activated Niobium wire samples 1831 Project #59828 <i>AECL Reactor Dosimetry</i>	2.5E-03	RPL:405