## DRAFT Contract

<table>
<thead>
<tr>
<th>Issued by:</th>
<th>Name and Address of Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battelle</td>
<td>Battelle Memorial Institute Pacific Northwest Division</td>
</tr>
<tr>
<td>Battelle Boulevard, K9-15</td>
<td>Signature of person authorized to sign</td>
</tr>
<tr>
<td>P.O. Box 999</td>
<td>Signature of person authorized to sign</td>
</tr>
<tr>
<td>Richland, WA 99352-0999 USA</td>
<td>Name</td>
</tr>
<tr>
<td>Contracts Specialist: Julie L. Hughes</td>
<td>Name</td>
</tr>
<tr>
<td>Telephone Number: 509/371-7202</td>
<td>Name</td>
</tr>
<tr>
<td>Email: <a href="mailto:Julie.Hughes@pnnl.gov">Julie.Hughes@pnnl.gov</a></td>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment Terms:</th>
<th>Total Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 30</td>
<td>$8.8M</td>
</tr>
</tbody>
</table>

**Submit Invoices to** [ap.invoices@pnnl.gov](mailto:ap.invoices@pnnl.gov). **Note:** Invoices must list location(s) of service (US: City, State; Foreign: Country).  

**Contract Period of Performance:** TBD through December 31, 2021  

**Award**  
Battelle hereby agrees to award this Contract to the Contractor subject to acceptance. The rights and obligations of the parties to this Contract are subject to and governed by this document and any documents attached or incorporated by reference.  

**Contractor Agreement**  
Contractor accepts and agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated in this contract. The rights and obligations of the parties to this contract are subject to and governed by this document and any documents attached or incorporated by reference.  

**Battelle Memorial Institute Pacific Northwest Division**  
Signature of person authorized to sign  
Name  
Title  
Date  

**Agreements**  
**Statement of Work:**  
Contractor agrees to perform the scope outlined in the attached Statement of Work dated March 6, 2020.
Performance Schedule:
Contractor shall provide a performance schedule identifying major production milestones and deliverables to accomplish the requirements of this contract. If at any time the Contractor has reason to believe that a production milestone or delivery date may not be met, Contractor shall immediately notify the Battelle Contracts Specialist in writing, outlining the milestone or delivery date in jeopardy, the reasons, and steps the Contractor will take to recover the schedule in order to meet delivery requirements.

Milestone Payment Schedule:
See Attachment A (TBD)

Technical Oversight Representative:
All technical questions should be directed to the Technical Oversight Representative. The Technical Oversight Representative cannot modify this agreement.

Contracts Representative:
All contractual questions should be directed to the Contracts Specialist, Julie L. Hughes at 509/371-7202.

Contract Contents:
In addition to this Schedule, the Contract consists of:

- Representations and Certifications dated TBD
- Minimum Wage Determination No. TBD
- FAR 52.227-14 Rights in Data-General
- FAR 52.227-17 Rights in Data-Special Works

Government-Furnished Property
The following Government-Furnished Equipment shall be delivered to the Contractor and must be maintained by the Contractor per DEAR 970.5245-1 titled "Property". Contractor shall also maintain a complete listing of equipment/property to include responsible party, description, model number, part number, manufacturer, etc. The equipment must be returned to Battelle when requested or otherwise disposed of as directed by Battelle at the end of the period of performance.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Est. Delivery Date</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bombardier Challenger 850, TN 7152</td>
<td>June 1, 2020</td>
<td>$6,000,000.00</td>
</tr>
</tbody>
</table>

Approval of Subcontracts
Subcontracts require the prior written approval of the Battelle Contracts Specialist.

Indemnity (cl. 351C – Aug 2009)
Contractor shall indemnify and save harmless Battelle from and against any and all liabilities and losses for injury (including death) to persons (including but not limited to Contractor’s employees) or damages to property to the extent caused by a negligent act or omission or willful misconduct of the Contractor, its agents, or employees that occur during the performance of this Contract, including any and all expense, legal or otherwise, incurred in the investigation or defense of any claim.

This indemnification shall not include such injuries to any person or persons or damage to or destruction of any property to the extent caused by the negligence or omission of Battelle or its employees.
Additional Insurance Requirements

In accordance with paragraph A.6. of the Insurance Requirements (cl. 378 – April 2017) set forth in Battelle’s General Provisions for Fixed Price Commercial Items – Supplies/Services, Form A-409.23-CI (October 2019), the Contractor shall maintain the following additional insurance:

- Hangar Keepers Liability: $15 Million, and
- Completed Operations: $1 Million

Electrical Equipment for Measurement, Control, and Laboratory Use Clause (cl. QA-159 – January 2014)

The following equipment designed and manufactured for laboratory use at the Pacific Northwest National Laboratory (PNNL) must be approved by PNNL’s Electrical Authority Having Jurisdiction (AHJ):

a. Electrical test and measurement equipment
   This is equipment which by electrical means tests, measures, indicates or records one or more electrical or non-electrical quantities; also includes non-measuring equipment such as signal generators, measurement standards, power supplies, transducers, transmitters, etc.

b. Electrical control equipment
   This is equipment which controls one or more output quantities to specific values, with each value determined by manual setting, by local or remote programming, or by one or more input variables.

c. Electrical laboratory equipment
   This is equipment which measures, indicates, monitors or analyses substances, or is used to prepare materials, and includes in vitro diagnostic (IVD) equipment.

d. Accessories intended for use with the above (e.g. sample handling equipment).

If any of the above equipment is not approved by a Nationally Recognized Testing Laboratory (NRTL), the electrical equipment will be subject to inspection by PNNL’s AHJ to verify the equipment meets the requirements established in UL 61010-1 or an equivalent safety standard used by an approved NRTL agency. Failure of the equipment to meet such safety standards is cause for the rejection of the equipment. Inspection against an approved standard includes but is not limited to the following:

a. General electrical safety
b. Marking and documentation
c. Protection against electric shock
d. Protection against mechanical hazards
e. Protection against the spread of fire
f. Equipment temperature limits and resistance to heat
g. Protection against hazards from fluids
h. Protection against radiation, including laser source
i. Protection against liberated gas, explosion, and implosion

Drawing Review (cl QA-182 -- July 2019)

Contractor shall deliver an electronic copy of design drawings and specifications within thirty calendar days from (or as identified in the statement of work or specification) the Contract’s date for Battelle's review. All such documents shall be approved by Contractor’s designated engineering representative and contain all details necessary for Battelle's complete analysis of Contractor’s design and its compliance with contract requirements.
Unless otherwise specified, Contractor shall provide all documents required by this contract to the Battelle Contracts Specialist on or before the required due date for each contract deliverable. Battelle shall have the right to reject, as not in conformity with the requirements of this contract, any supplies or services for which all required reports, procedures, or certifications are not delivered.

**As-Built Drawings (cl QA-184 -- July 2019)**

Prior to submission of its final payment invoice, the Contractor shall deliver to Battelle a revised electronic copy (or number of copies identified in the statement of work or specification) of all Battelle furnished or Contractor generated design drawings and specifications necessary to depict accurately all delivered supplies; provided, however, that if the supplies delivered conform exactly to all such design drawings and specifications, the Contractor shall instead so certify in writing. Such certification shall clearly specify all applicable design drawings and specifications (redline drawings are not acceptable).

Unless otherwise specified, Contractor shall provide all documents required by this contract to the Battelle Contracts Specialist on or before the required due date for each contract deliverable. Battelle shall have the right to reject, as not in conformity with the requirements of this contract, any supplies or services for which all required reports, procedures, or certifications are not delivered.

**Workplace Substance Abuse Program (cl 395 -- July 2016)**

A. Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, implement, and maintain Battelle's Workplace Substance Abuse Program for employees identified as being in Testing Designated Positions (TDP). The Contractor's program implementation is subject to monitoring by Battelle throughout the term of the Contract.

B. Remedies. In addition to any other remedies available to Battelle and the U.S. Department of Energy, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with Battelle's approved program may render the Contractor subject to the suspension of contract payments, or, where applicable, a reduction in fee; termination for default; and suspension or debarment.

C. Subcontracts.

1. The Contractor agrees to notify the Battelle Contracts Representative reasonably in advance of, but not later than 35 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR part 707.

2. The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to implement Battelle's Workplace Substance Abuse Program, as a condition for award of the subcontract. Battelle will periodically monitor each subcontractor's implementation of the Battelle program for effectiveness and compliance with 10 CFR part 707.

3. The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**Integration**

The Contract contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No subsequent modifications of this contract shall be of any force or effect unless in writing signed by the party claimed to be bound thereby. No communications, written or oral, by other than a Battelle Contracts Representative shall be effective to modify or otherwise affect the provisions of the contract.