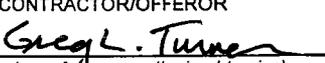
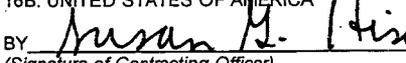


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGES OF PAGES 1 5
2. AMENDMENT/MODIFICATION M061	3. EFFECTIVE DATE August 1, 2002	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations P. O. Box 2001 Oak Ridge, TN 37831-8756 CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-Battelle, LLC Attn: David C. Rice, Director, Contracts Post Office Box 2008 Oak Ridge, TN 37831-6443 CODE FACILITY CODE		(X)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATION			
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ___ is extended. ___ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOU ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ ORDERS, IT MODIFIES CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) Mutual Agreement and P.L. 95-91		
E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return <u>2</u> copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/ MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2.			
Except as provided herein, all terms and conditions of the document referenced in Item 9A and 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Susan G. Hiser Contracting Officer	
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 7/31/02	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 7/31/02

The purpose of this modification is to reflect the addition of the programmatic responsibility for the Inorganic Membrane Technology Program as follows:

1. The Contractor agrees to accept title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Inorganic Membrane Technology Laboratory, including the DOE-owned subject inventions previously waived to Bechtel Jacobs Company LLC.
2. Clause I-123, 970.5204-40, Technology Transfer Mission (Jan 1996), is revised as follows:

Paragraph (h)(1) is deleted in its entirety and the following is substituted:

(h) Disposition of Income.

- (1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et. Seq.) as amended through the effective date of this contract award or modification. If the net amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for the fiscal year, 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract. In the special case of royalties or other income received as a result of performance of authorized technology transfer activities involving Inorganic Membrane Technology, such royalties or other income is also subject to the additional expenses associated with non-proliferation studies of membrane products

and, after payment of such additional expenses as well as the costs and expenses identified above, payment of 50 percent of the remaining inorganic membrane royalties or other income to the Treasury of the United States prior to consideration of such inorganic membrane royalties or other income in determining the net or excess amounts of royalties and income in accordance with this paragraph (h)(1).

3. Clause I-134, 970.5204-71, Patent Rights-Nonprofit Management and Operating Contractors (Feb 1995) (Modified) is revised as follows:

Paragraph (a)(8) is deleted in its entirety and the following is substituted:

(a) Definitions.

- (8) "Exceptional Circumstance Subject Invention" means any Subject Invention in a technical field or task determined by DOE to be subject to an exceptional circumstance under Section 35 U.S.C. 202 (a)(ii). For purposes of this contract, this definition does not include Inorganic Membrane Technology Subject Inventions which are the subject of a Class Waiver (pending) to the Contractor.

Paragraph (b)(1) is deleted in its entirety and the following is substituted:

(b) Allocation of principal rights.

- (1) The Contractor may retain the entire right, title, and interest throughout the world to each Subject Invention except for an Exceptional Circumstance Subject Invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any Subject Invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world. Additionally, with respect to Inorganic Membrane Technology Subject Inventions, the Federal Government shall have an irrevocable, paid-up exclusive license in the field-of-use of uranium enrichment with the exclusive right to grant sublicenses in that field of use. The right of the Contractor to elect title to Subject Inventions is further subject to the invention rights disposition in Treaties or International Agreements and existing or future class waivers to third parties by DOE, such as Work-For-

Others, User Facility, and Cooperative Research and Development Agreement (CRADA) waivers.

4. Clause H-50, Transfer of the Inorganic Membrane Technology Program, is added as follows:

H-50. Transfer of the Inorganic Membrane Technology Program

Effective August 1, 2002, the Contractor will assume the programmatic responsibility for the Inorganic Membrane Technology Program. As part of that responsibility, the Contractor will also assume operation of the Inorganic Membrane Technology Laboratory (IMTL), which is located within a portion of Building K-1037 located at the East Tennessee Technology Park, while arrangements are made to move the IMTL to the Oak Ridge National Laboratory (ORNL).

- (a) The Contractor will be responsible for:

- (1) The containment and cleanup of new spills and/or releases caused by the Contractor's staff or their operations while occupying the IMTL on or after August 1, 2002; and,
- (2) The minimization, characterization and certification of waste generated by the Contractor in its operations and management of the IMTL on or after August 1, 2002.

- (b) Building K-1037 has historically been used by DOE to support a variety of missions including but not limited to, Uranium Enrichment and Centrifuge Technology. The K-1037 Building is a vintage DOE facility that has pre-existing, historical conditions currently being considered for deactivation, decommissioning and decontamination by DOE. It is not the intent of this programmatic transfer that the Contractor assumes any responsibility for these pre-existing conditions, the deactivation, decommissioning and decontamination process, or environmental remediation and cleanup. Therefore, the Contractor will not be responsible for:

- (1) The reuse, deactivation and decommissioning, and environmental remediation cleanup of the IMTL, except as stated in paragraph (a)(1) above;
- (2) The disposition of waste generated;

- (3) Cleanup of new spills caused by other DOE prime contractors or their subcontractors at the IMTL;
- (4) The reuse or disposition of Government property located in the IMTL and K-1037 that is loaned to the private sector; and
- (5) The disposition of any legacy contamination in the IMTL. Legacy contamination is defined as contamination not introduced by Contractor's post August 1, 2002, activities.