

BATTELLE MEMORIAL INSTITUTE
PACIFIC NORTHWEST DIVISION

SAMPLE CONTRACT

SCHEDULE

I. RECITALS

The contracting parties are the Pacific Northwest Division of Battelle Memorial Institute, an Ohio Corporation with principal offices in Columbus, Ohio (hereinafter called "Battelle"), and _____, a corporation with offices located in _____ (hereinafter called "Contractor").

This contract is made for the procurement of services needed in connection with Battelle's management, operation and maintenance of the U.S. Department of Energy's Pacific Northwest Division at Richland, Washington, under Contract DE-AC06-76RL01830.

The contract is labor hour type/time and material contract.

II. AGREEMENTS

1. Contract Date: The contract date shall be the latter of either the Battelle representative or the Contractor representative signature dates in Article III.

2. Completion Date: All work shall be completed by February 27, 2004

3. Hourly Rates:

<u>Labor Category</u>	<u>Rate</u>
_____	_____

4. Ceiling Price: \$50,000

5. Invoices: Applications for payment (invoices) may be submitted not more frequently than monthly. Invoices must be submitted in triplicate with supporting data such as time cards, travel tickets and hotel receipts for any single travel expenditure exceeding \$100.00. Applications shall reference the contract number and be mailed, in triplicate to:

Attn: Accounts Payable, Mail Stop J1-04
Battelle Pacific Northwest Division
P.O. Box 999
Richland, WA 99352

6. Contractor Acquired Property: the Contractor is not authorized to acquire any property without the prior written authorization from the Battelle Contract Representative.

7. Insurance: Minimum insurance requirements are: (A) commercial general liability, broad form, \$500,000 combined single limit each occurrence for bodily injury and property damage; (B) comprehensive automobile liability (owned and non-owned), \$500,000 per person, \$500,000 per occurrence for bodily injury, and \$500,000 per occurrence for property damage.

8. Approval of Subcontracts: Subcontracts of \$10,000 or more require the prior written approval of the Battelle Contract Representative.

9. Restrictions on the Use of Former Battelle Employees: The contractor agrees not to utilize employees who were previously employed at Battelle and involved in downsizing under the Hanford Workforce Restructuring Program until the following condition is met:
 - A.) Enhanced Retirement Plan (ERP) participants will not be considered for work on this contract until they have been in retirement status for three (3) years.

 - B.) Any exceptions to the foregoing condition must be approved by the Battelle contract administrator prior to submittal.

10. Contract Contents: In addition to this Schedule, the contract consists of:
 - Statement of Work
 - General Provisions.
 - Representations and Certifications
 - Cost Schedule

11. Contract Modifications: This Contract contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No communication, written or oral, by other than a Battelle Contract Representative shall be effective to modify or otherwise affect the provisions of the contract.

III. SIGNATURES

BATTELLE MEMORIAL INSTITUTE
PACIFIC NORTHWEST DIVISION

CONTRACTOR .

By _____

By _____

Title _____

Title _____

Date _____

Date _____