

MEMORANDUM OF AGREEMENT

between

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

and

Centerra Group, LLC

**for the Performance and Payment of Support Services
at the Savannah River Site**



**G-MOA-G-00010
Rev. (4)**

December 15, 2017

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1.0 Introduction

1.1 Purpose

This Memorandum of Agreement (MOA) establishes the means by which Centerra Group, LLC – Savannah River Site (Centerra-SRS) and Savannah River Nuclear Solutions, LLC (SRNS), hereafter individually known as a “Party,” or collectively as “Parties,” will obtain or exchange services from each other at the United States Department of Energy’s Savannah River Site in accordance with the requirements of DOE Policy Manual SRSPM 250.1.1A Chapter 1, and Site Manual 1B, Procedure 1.29, SRS *Interface Agreement Development Process*. Toward this end, this MOA describes a simple and efficient process for delivery of and payment for services that is responsive to the unique needs of each Party, minimizes administrative efforts and costs, ensures adequate management controls and accountability, and encourages routine communications and timely resolution of issues/problems.

This MOA conforms to the requirement for the Parties and their respective subcontractors to provide services to each other in accordance with their respective existing prime contracts with the U.S. Department of Energy (DOE). This agreement shall remain in effect until modified or terminated by mutual agreement of both Parties. The Parties agree to review this MOA periodically (not to exceed a period of two years) and revise it if changes are needed. DOE-Savannah River (SR) will be notified in advance of any change to the MOA.

1.2 Terminology:

“Business Days” refers to regularly scheduled work days, Monday through Friday, excluding weekends, and designated holidays

“Contractor” refers to any of the Parties or their subcontractors identified in Section 3 – Applicability.

“DOE” means the United States Department of Energy.

“Functional Service Agreement (FSA)” refers to the specific document that describes those services that are provided to a service requester that are not charged to the service requester’s contract. The service provider will receive funding in their Financial Plan or be directed by the DOE Contracting Officer to place the scope in their overhead account(s).

“Interface” describes the functional interaction between two (2) Savannah River Site (SRS) tenants which involves the exchange of services, definition of boundaries, definition of responsibilities, and/or definition of requirements for effective interaction.

“POC” means an individual who is a point of contact for SRNS and Centerra-SRS.

“Service Provider” refers to the Contractor or Tenant organization that will be performing the service(s) for the Requesting Contractor or service requester.

“Service Requester” refers to the Contractor or Tenant organization who is requesting the service(s).

“Tenant” refers to a Contractor, Tenant or Contractor/Tenant organization that physically resides at SRS.

“Centerra-SRS” is the prime security contractor for SRS and includes its directors, officers, managers, agents and employees.

2.0 Agreement to Utilize SRS Interface Management Process

The Parties to this MOA agree to use the process established by Manual 1B, Management Requirements and Procedures, Procedure 1.29, “SRS Interface Agreement Development Process”. This process establishes the basic format and process flow for development and use of interface agreements for provision of services between the Maintenance and Operations(M&O) Contractor and other Site Tenants.

Centerra-SRS will participate in implementation of the SRS Interface Management Plan (IMP). Consistent with the IMP, Centerra-SRS will participate as a member of the Interface Management Team (IMT).

3.0 Applicability

Pursuant to their respective DOE prime contract(s), SRNS and Centerra-SRS (the Parties) will have access to each other’s services as described by this MOA. This MOA does not preclude the Parties from entering into other agreements (e.g. Work for Others, Inter-Entity Work Orders) to provide services to each other as allowed by their respective DOE prime contracts.

4.0 Services

The services available from the M&O Contractor are listed in G-PSI-G-00001, “Services Exchanged at SRS”. This document is available through the SRS DCR System or the InSite Interface Management web page.

Functional Service Agreements: Appendices 1-11 describe the specific FSA services that the Parties agree to provide to one another.

5.0 Performance of Services

Services will be performed in accordance with all applicable DOE prime contract(s), applicable policies, procedures, and quality assurance programs. The service provider will ensure that respective subcontractors, if any, performing work covered by this MOA are bound by subcontract terms and conditions that are substantially the same as the governing DOE prime contract(s) terms and conditions. In addition, all work performed must comply with applicable statutes, laws, rules, regulations, ordinances, orders,

permits, and permit applications (e.g., Part A Resource Conservation and Recovery Act [RCRA] permit applications, agreements, and other controls issued by competent governmental authorities who have jurisdiction over work performed). Generally, the service provider will direct all employees engaged in work being performed and delegate no supervisory activities to the service requester unless specifically addressed in the FSAs. The FSAs will provide the basis for modifications or changes to this section of the MOA and any other sections relating to the performance of services. Each Party is responsible for the performance of their work, respectively, as defined within this MOA and/or its related FSA. Each service requester has the right to reasonably inspect and reasonably test all services to ensure they are provided in accordance with the FSA. When possible, standards for inspection, testing and acceptance will be defined within the FSA.

6.0 Budgeting and Charging of Services

6.1 Services

FSA services are provided to but not billed directly to the service requester. The Safeguards and Security funding for the support of Centerra-SRS is provided by DOE in the SRNS Financial Plan. These services are described in the FSAs.

6.2 Budgeting and Planning

During the SRS budget development process, both Parties will identify work scope requirements in accordance with the service provider's established format and schedule. The basis for planning the routine level of support shall be historical performance documented over the last several years. The tenant shall inform the M&O Contractor of any work scope on the tenant work schedule over the course of the planning period which will require M&O Contractor resources over and above the routine levels so that the M&O Contractor can build these requirements into the baseline. The M&O Contractor will inform the service requester of any known planned reductions in service which will occur over the planning period so they can build it into their baseline. The M&O Contractor will also inform the service requester of any planned changes to charging practices affecting the planning period.

6.3 Service Levels

The basic level of service supplied by the M&O Contractor is defined within the FSAs. Service levels shall be estimated, and quantified where possible, during the Planning & Budgeting process. The M&O Contractor (service provider) will notify Centerra-SRS at the commencement of the budget development process for each work scope with sufficient lead time to provide the required input. Service levels shall be monitored routinely by the M&O Contractor and compared with the original estimate. Monthly reports will be provided to Centerra-SRS to compare cost versus funding. Should the actual services rendered indicate a trend toward exceeding the original estimate, the M&O Contractor shall notify service requester immediately and follow the established work authorization process to avoid an overrun.

The M&O will in conjunction with Centerra-SRS determine which work scope and projects may be included in the budget. It is understood that during the course of the year emergent work scope will be identified; however, when this occurs, the service requester shall define the work scope for the M&O Contractor. The M&O Contractor will evaluate available resources, develop an execution strategy and prepare an estimate. If the estimate is acceptable to the service requester, the work will be authorized through one of the processes described in Section 6.5.

6.4 Funding, Accounting and Cost Reporting

All financial transactions shall comply with Cost Accounting Standards. M&O Contractor labor hours will be costed at the current site labor rates. Overhead costs will be applied at published rates to the total dollar value of the labor and non-labor billed to service requester. Changes in costing rates will comply with standard accounting methodologies and will be communicated to service requester expeditiously.

FSA services will be funded by DOE via Financial Plans. Annually, the Parties will perform an evaluation of the Essential Site Services (ESS) scope to determine the tenant benefit. If it is determined that Centerra-SRS enjoys a benefit which exceeds incidental, a cost estimate of this incremental benefit will be prepared. Centerra-SRS will be provided with the cost estimate of this incremental benefit for review and approval prior to the recovery of funds. The cost of this incremental benefit will be recovered through the Financial Plan.

Funding for M&O Contractor services will be obligated in the M&O Contractor Financial Plan by DOE. The funding amount is established during the annual baseline development and agreed to by the service requester in accordance with Section 6.2. FSAs can then be used to document and authorize services to be provided to the service requester.

6.5 Work Authorization

Work scopes will be described in FSA interface documents. The FSAs define scopes of work provided via direct and indirect charging practices. Approval of an FSA by each Party constitutes an authorization to perform a service. The specific performance requirements of a service will be set forth in the FSA.

For services performed or received which are determined to be incidental through mutual agreement by both parties, the formal work authorization process will not be utilized nor will a direct cost be billed.

Centerra-SRS General Manager approves Scopes of Work for infrastructure projects to be funded by Centerra-SRS based upon mission needs. Upon receipt of a valid SRNS site estimate and General Manager approval, Centerra-SRS Budget Section transfers, through DOE Budget Division, funding to the SRNS Fin Plan for project execution. Centerra-SRS infrastructure project funding transfers will be segregated from use by SRNS and not used for a different purpose without prior notification to the Centerra-SRS General Manager and DOE-SR Office of Safeguards Security and Emergency Services approval. SRNS will establish project and/or FSA charge codes for project execution

upon addition of funds to the Fin Plan. Opening of project related charge codes shall not require justification by SRNS. Unused funds at project completion will be approved for execution of other Centerra-SRS projects or carried over to the next fiscal year. Additional Centerra-SRS funds will be transferred to the Fin Plan in the event of cost overrun upon approval by the Centerra-SRS General Manager.

7.0 Environmental, Safety, Security and Health (ESSH) Integration

All services under this MOA will be performed in compliance with the Environmental, Safety, and Health clauses contained in their respective DOE Prime Contract(s). In addition, the Parties will perform work in accordance with their respective, DOE-approved Integrated Safety Management System (ISMS) Plans. Each will perform Services in accordance with their own respective Prime Contract(s) or ISMS Plan. However, the service requester may specify in FSAs or work instructions that physical work be performed in accordance with specific service requester's procedures.

Incident, event and injury reporting will be performed as follows:

- Occurrence Reporting and Processing is the responsibility of the Facility Owner regardless of who is performing the work.
- Each Party shall be responsible for reporting injuries and illnesses to workers that are under the day-to-day supervision of such party, irrespective of where the injury/illness occurred and irrespective of whether the injured/ill worker is a direct employee of the Service Provider or a direct employee of the Service Requester. In the event of an injury to an individual, both Parties agree to inform the direct employing organization's functional manager as soon as practical, and with full written disclosure of all relevant facts.
- Security Incident reporting is the responsibility of the party performing the work in accordance with their Prime Contract.

8.0 Code of Federal Regulations (CFR) Compliance Requirements

The Parties may be subject to enforcement actions under Title 10 U.S. Code of Federal Regulations (10 CFR) Part 820, Procedural Rules for DOE Nuclear Activities (e.g., the Price-Anderson Amendments Act [PAAA]), 10 CFR Part 851, Worker Safety and Health Program, and 10 CFR 824, Procedural Rules for the Assessment of Civil Penalties for Classified Information Security. Such enforcement comprises regulatory provisions contained not only in 10 CFR Part 820, Part 851, and Part 824 but also in 10 CFR Part 830, Nuclear Safety Management; 10 CFR 835, Occupational Radiation Protection; 10 CFR Part 708, Contractor Employee Protection; 10 CFR Part 850, Chronic Beryllium Disease Prevention Program; 10 CFR Part 1016, Safeguarding of Restricted Data; 10 CFR Part 1045, Nuclear Classification and Declassification, and any other provisions cited through these.

The service provider will take appropriate action in response to any PAAA violation associated with its service actions. Both Parties agree to assist each other in providing DOE with such notification and corrective action development as warranted by the circumstances. Additionally, the Parties will ensure the flowdown of the regulatory

requirements to their suppliers and subcontractors who provide nuclear quality assurance to services performed under this MOA.

9.0 Business Sensitive Information

To the extent the exchange of services under this MOA requires access to information of a proprietary nature, the receiving Party agrees to maintain such information in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as the receiving party exercises with its own proprietary information to prevent its unauthorized disclosure or misuse. A receiving Party may use the proprietary information in good faith solely in the performance of services under this MOA and may not disclose the information to others except its employees, consultants, or subcontractors, who are bound by a like obligation of confidentiality, as required to accomplish the purposes of this MOA without prior written approval of the disclosing Party. The receiving Party will have no obligation and assume no liability for any portion of the proprietary information which

- i) the receiving Party can demonstrate by written record was previously unknown to them,
- ii) becomes available to the public through no fault of the Parties,
- iii) is lawfully obtained by the receiving Party from a third party and is not subject to an obligation of confidentiality owed to the third party, or
- iv) is independently developed by or for the receiving Party independent of any disclosure by the disclosing Party.

The receiving Party may disclose proprietary information if required by law or court order, but must give the disclosing Party reasonable prior notice to allow the disclosing Party an opportunity to obtain a protective order.

All rights and title to proprietary information remain the property of the disclosing Party. Information considered proprietary must be clearly marked as "Proprietary Information," or its equivalent. If such proprietary information is initially disclosed orally or by demonstration, the disclosing Party will identify it as proprietary information or its equivalent at the time of disclosure. The disclosing Party will reduce it to writing or other tangible form, referencing the date and type of proprietary information disclosed, and mark it as "PROPRIETARY INFORMATION," or its equivalent. The disclosing Party will deliver a copy to the receiving Party within 30 days after oral disclosure or demonstration. All protections and restrictions as to use and disclosure will apply during such 30 day period.

The Parties acknowledge that U.S. Government employees have the right to inspect all written proprietary information provided to any U.S. Government Contractor or Federal Agency and that such information shall be protected against further disclosure by U.S. Government employees under 18 U.S.C. §1905 and 5 U.S.C. § 552a. Neither Party will publish any article, announcement, or learned paper about the services performed for the

other Party or via joint development without the prior written notification to the other Party.

10. Ownership of Records

All records acquired or generated in the performance of services under this MOA by the service provider will be the property of the service provider and DOE unless an interface document (i.e. MOA, FSA) states such records will be a deliverable to the applicable service requester for review and copying upon reasonable notice, to the extent the records are not proprietary to the owner of the records.

11. Intellectual Property

The Parties recognize that intellectual property may result from the performance of services under this MOA. All rights and title to any intellectual property generated in the performance of services under this MOA remain the property of the generating Party in accordance with its respective DOE Prime Contract.

Due to the collaborative nature of service exchange, the Parties acknowledge that intellectual property may be jointly created. Any such jointly created intellectual property will be jointly owned, and the Parties will execute a separate agreement setting forth the rights and obligations of the Parties regarding such jointly developed intellectual property.

12. Purchased Equipment and Supplies

Equipment and supplies purchased during the performance of services will remain in the care, control, and custody of the service provider upon completion of the services unless the equipment was purchased for installation at the requester's facility, it was built for use by the requester's personnel, or specifically specified for transfer to the requester in an FSA.

13. Interfaces

The individual FSAs shall describe all applicable interfaces and procedural requirements under which the respective work shall be performed. This should include, but not be limited to: physical boundary delineation and turnover(s) to the respective Parties; physical interfaces (i.e., work control), lockouts and safety; specific DOE mandated Site requirements (i.e., remote worker), site use/clearance, safety basis, security, SRS Operations Center, and site access (including GET). Parties to this MOA shall assign a POC to the FSAs. The Interface Management Team is a Site level forum for routine communication of items impacting site tenants. Centerra-SRS shall participate as a voting member of the team.

The M&O Contractor has been assigned program ownership of site level programs per its contract with DOE. These programs include: 1) Safety and Health, 2) Emergency Preparedness, 3) Security, and 4) Regulatory Integration. As program owner, SRNS shall

own and maintain SRS-wide policies, procedures, and manuals. In this role, the SRNS will ensure that site level programs are compliant with all DOE-specified requirements and regulations. Each site-level program shall be adhered to by the Parties to this MOA, or as required by their respective DOE Prime Contract or as required to receive a specific service from the M&O Contractor.

When revisions to site-wide or multi-contractor policies, procedures or manuals are needed, the requesting Party's POC shall engage the program owner or designee who will ensure the other Party's POCs are involved early in discussions regarding changes with the intent to solicit input. In cases where multiple tenants are impacted, the IMT should be engaged early in the process to ensure each tenant's input is provided. Based on the DOE customer's desire to maintain consistent programs where possible, all Parties should strive to reach consensus on program changes. The Parties to this MOA shall be adequately represented on the IMT, and before being bound, they shall concur on any change in Site-wide policies, procedures and manuals.

Where the Parties agree that differing program approaches are warranted, an addendum shall be generated by the service requester to document deviation from the site-level policy, procedure or manual. For addendums, the Requesting Party will have approval authority and will provide the addendum to the IMT for information. The other tenants are not required to concur with the addendum except where another tenant has direct support impacts based on the change (e.g., Security changes impact Centerra activities).

Utilizing feedback from existing functional teams and committees (e.g., Integrated Safety Management System Integration Council, Site Electrical Review Board, Facility Managers Forum), lessons learned, and input from outside oversight groups (e.g., Defense Nuclear Facilities Safety Board, Enterprise Assessment), the M&O Contractor shall evaluate site level program effectiveness. When performance improvement opportunities are identified, the M&O Contractor will work with Centerra-SRS to assess the extent of the condition and develop improvement strategies. When specific corrective action responses are required by the individual Parties to the external oversight groups, the Parties will share their responses with each other but concurrence is not required.

As the program owner for site-wide or multi-tenant procedures, SRNS is available to provide programmatic guidance upon request. However, each Party is responsible for its own program implementation. SRNS is available to support implementation assessments upon request but is not required to perform these assessments as program owner.

It is expected that Parties to this MOA will have subject matter experts who possess unique site experience, knowledge, and expertise. The Parties will share these resources, as requested, on an informal, non-routine basis without the need to exchange funds.

14. Order of Precedence

In the event of an inconsistency, lack of clear direction, ambiguity, or conflicts regarding which policies or procedures apply, each Party will follow the next highest order of precedence as follows:

-
- (i) laws and applicable regulations
 - (ii) DOE Prime Contract(s)
 - (iii) DOE Contracting Officer written direction
 - (iv) MOA
 - (v) FSA

In the event such occurrences cannot be resolved between the Parties by following this Order of Preference, then they shall follow the guidance provided by the Dispute Resolution Clause in Section 15.0 of this MOA.

15. Dispute Resolution

The Parties agree to resolve any disputes arising out of this MOA and other interface documents (e.g.FSAs) as follows:

- The Parties shall first attempt to informally resolve the disputes at the lowest levels (i.e., at the POC, Service Level Providers, or Department Manager or equivalent levels) if possible.
- If the Parties are not able to resolve the dispute, the dispute shall be documented and any applicable sections of the MOA and other interface documents (FSAs) will be cited. Documentation of the dispute will be forwarded to the interface managers for each Party. These managers will meet with the Functional POC's within 10 business days to resolve the dispute.
- If the Parties' interface managers are unable to resolve the dispute, they shall escalate the dispute to each Party's respective executive vice president or equivalent, or designated manager.
- If the Parties' executive vice presidents or equivalent are unable to resolve the dispute, they shall escalate the dispute to each Party's respective president or equivalent, or designated manager.
- If the Parties' presidents are unable to resolve the dispute, the Parties shall submit their respective statements of dispute to both Parties' DOE Contracting Officers. The Parties agree that their respective DOE Contracting Officers' determination shall be final.

16. Agreement Modification

Coordination of proposed modifications will be the responsibility of the POCs set forth in Section 17.0 herein. Any mutually agreeable modification to this MOA, including its cancellation, may be made effective by its execution by a designated representative of each Party who has the actual and express authority to bind their respective Party and by

its appendage to this MOA. The terms of any proposed modification shall be reviewed with all affected Parties prior to approval to ensure that all interface requirements are considered and reasonably met. A copy of a proposed modification shall be routed to the DOE Office of Assistant Management & Integration Planning (AMIP) prior to final approval. The AMIP office will coordinate the Federal review and concurrence of MOAs and will include both EM and NNSA organizations as appropriate. These reviews provide the opportunity for early communication to the appropriate DOE program personnel.

This MOA may be assigned to any successor contractor or tenant by mutual agreement of the Parties or as otherwise directed by DOE upon the transition of all or a part of either Party's prime contract with DOE to another Party.

17. Points of Contact

Both Parties shall assign single POCs who will be responsible for coordinating and administering all matters related to this MOA. All requests for services shall flow through these POCs (or their functional designees). The following personnel serve as POCs for this agreement:

SRNS: Patrice Lomax, Program Manager, SS&ES Business and Program Management

Centerra-SRS: Raymond H. Smith, Vice President and Deputy General Manager

18. Approvals

Centerra-SRS



D. Mark Bolton
Senior Vice President and General Manager

12/21/17

Date

Savannah River Nuclear Solutions, LLC


Joseph C. Poniatowski
Senior Director, Contracts

1/16/18

Date

19. Attachment (s)

Appendices:

- Appendix 1. G-FSP-G-00024, Agreement Between SRNS and Centerra-SRS for Safeguards, Security and Emergency Services
- Appendix 2. G-FSP-G-00025, Agreement Between SRNS and Centerra-SRS for Infrastructure Services
- Appendix 3. G-FSP-G-00026, Agreement Between SRNS and Centerra-SRS for Environment, Safety, Health, Quality, and Health Services
- Appendix 4. G-FSP-G-00027, Agreement Between SRNS and Centerra-SRS for Public Affairs
- Appendix 5. G-FSP-G-00028, Agreement Between SRNS and Centerra-SRS for Information Technology
- Appendix 6. G-FSP-G-00029, Agreement Between SRNS and Centerra-SRS for Site Training Baseload Services
- Appendix 7. G-FSP-G-00030, Agreement Between SRNS and Centerra-SRS for Engineering
- Appendix 8. G-FSP-G-00031, Agreement Between SRNS and Centerra-SRS for Project and Construction Services
- Appendix 9. G-FSP-G-00055, Agreement Between SRNS and Centerra-SRS for Use of 105-C (+15 Level) and Grounds (Cancelled effective 9/2017)
- Appendix 10. G-FSP-G-00033, Agreement Between SRNS and Centerra-SRS for Utility Services
- Appendix 11. G-FSP-G-00034, Agreement Between SRNS and Centerra-SRS for Supply Chain Management Services