#### WORK FOR OTHERS AGREEMENT NO. WFO-13-021

### **BETWEEN**

#### SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

## OPERATING UNDER PRIME CONTRACT NO. DE-AC09-08SR22470 FOR THE U.S. DEPARTMENT OF ENERGY

#### AND

JEN Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH (formerly AVR GmbH / FORSCHUNGSZENTRUM JÜLICH GmbH)

## **MODIFICATION NO. 8**

THIS AGREEMENT MODIFICATION, entered into this the 18th day of February 2021, by and between SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC, a company duly organized and existing under the laws of the State of South Carolina, and having a principal office in Aiken, South Carolina 29808 (hereinafter called "SRNS"), acting under Contract No. DE-AC09-08SR22470 with the UNITED STATES OF AMERICA (hereinafter called the "Government"), as represented by the DEPARTMENT OF ENERGY (hereinafter called "DOE"), and JEN Jülicher Entsorgungsgesellschaft für Nuklearanlagen mbH (JEN) formerly AVR GmbH / Forschungszentrum Jülich GmbH, having a principal office in Jülich, Germany, JEN will hereinafter be called the "Sponsor":

### BACKGROUND

SRNS and the Sponsor have agreed that the services provided under Work for Others Agreement WFO-13-021 have created a beneficial relationship for both parties. It has been determined that it will be necessary to extend the period of performance for this Agreement in order for SRNS to support the new WFO scope requested by the Sponsor.

This Modification No.8 to Work for Others Agreement WFO-13-021 is entered into and by SRNS and the Sponsor for the purpose of extending the period of performance and to provide support during potential new contract development. Specifically, Modification 8 changes the following articles as noted below:

### ARTICLE II. TERM OF THE AGREEMENT

The estimated period of performance for completion of the Statement of Work (hereinafter "SOW") is ninety-two (92) months. This Agreement shall be effective as of the last date on which it is signed by all Parties hereto and shall remain in effect until 2/28/2022.

# ARTICLE III. COSTS

A.	The total estimated cost	for the work to be performed under this A	greement is
	increased to	(original Step 1 and 2 estimate	including 3%
	DOE administrative fee	550	

# APPENDIX A. STATEMENT OF WORK

### 1.0 SCOPE

8. SRNS will provide support to develop and review a potential new agreement (i.e. CRADA, SPP) to include SOW development. (SRNL will track hours spent on this effort through its time and accounting system which can be shared with the sponsor at their request).

# WORK REQUIREMENTS

Section 3.0 Task Requirements is modified to include:

		Continuation of Scope of Work for Graphite Project	
Task ID Number	Deliverable/Activity	Description of Deliverable	STEP 2
15	Support the development and review of a potential agreement (i.e. CRADA, SPP)	SRNS will provide support to develop and review a new potential agreement (i.e. CRADA, SPP) to include SOW development.	
16	Continue Negotiation of Patent License Agreement	SRNS and JEN will continue negotiations in good faith on a patent license agreement for Subject Inventions Nos. SRS 15-007 and 15-017 as listed in WFO-13-021 (most recent draft license dated 5/12/20). SRNS has been responsible for payment of EPO associated prosecution costs and patent annuities to date; as consideration for continued negotiations JEN agrees to fund EPO associated patent annuities until such time as a finalized patent license is executed or until SRNS and JEN formally terminate license negotiations.	Payment of EPO associated patent annuities until execution of finalized license.  (est. less than /year)

All other terms, conditions and provisions of WFO-13-021 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Modification as of the day, month, and year first above written.

# FOR UNITED STATES DEPARTMENT OF ENERGY:

Date:

25 February 2021

Signature:	Matthew Joyce Date: 2021.02.26 11:11:24-05'00'	
Name:	Matthew Joyce	
Title:	Contracting Officer	
Date:	February 26, 2021	
FOR SAVA	NNAH RIVER NUCLEAR SOLUTIONS, LLC:	
Signature:	AMY RAMSEY (Affiliate)  Digitally signed by AMY RAMSEY (Affiliate) Date: 2021.02.26 10:24:27 -05'00'	
Name:	Amy Ramsey	
Title:	Manager, Contracts and Technology Partnerships	
Date:	February 26, 2021	
FOR JEN JO	ÜLICHER ENTSORGUNGSGESELLSCHAFT FÜR NUKLEARANLAGEN mbi	ł
Name:	Rudolf Printz	
Title:	Technical Director	
Date:	25 February 2021 /	
Signature:	M. fliff	
Name:	Ulrich Schäffler	
Title:	Commercial Director	