

**POSSIBILITY OF CONTAMINATION OF SUBCONTRACTOR-OWNED MATERIALS AND EQUIPMENT AT ORNL  
(Jul 2005)**

(a) Seller's equipment may become contaminated with residual radioactivity during the course of this work. If required, Seller's equipment must be fully decontaminated to removable and fixed surface contamination levels that are specified by the Company prior to removal from the work area. Seller shall submit decontamination and contaminated material control procedures for Company's review and comment. Seller shall provide access to the equipment for the Company to complete final status radiological surveys prior to obtaining the Company's approval to remove equipment from the site.

(b) Company will determine whether to perform a radiological survey of the Seller's equipment upon arrival at the site to establish a radiation contamination profile as a baseline. Company may require as long as 24 hours from the time the equipment is delivered to the designated staging area to survey and inspect the equipment and make a final decision whether it is acceptable for use on site. Seller should be prepared to provide Company results of any radiological surveys previously performed on the equipment and a history of where the equipment had previously been used to expedite the equipment acceptance process. Seller shall inform Company of the specific radiological contaminants that could be present on the equipment from previous work so Company can establish appropriate surface contamination limits for the non-Company radioactive contaminants.

(c) Company will determine whether Seller's equipment can be brought onto the site and will notify the Seller within 24 hours of delivery if equipment is rejected for onsite use. Seller will not be permitted to decontaminate rejected equipment on the site. Any decontamination to remove non-Company radioactive contaminants that may be required will be at Seller's expense. Seller will be solely responsible for the disposal of all wastes generated as a result of decontamination to remove non-Company radioactive contaminants. Neither Company nor the Government shall be designated as generator of such wastes.

(d) Upon completion of the work, Company will determine whether a radiological survey is required. Seller shall not be authorized to remove equipment from the site without specific written authorization (e.g., Green Tag) provided by a Company radiation protection representative. If a radiological survey is deemed necessary, the Company will survey and inspect Seller's equipment before it is removed from the work area to establish a post-processing radioactive contamination profile. Seller shall provide the necessary mechanical support to remove access panels, provide samples of fluids, and partially disassemble suspected contaminated members to allow for the Company radiation protection representatives to complete a thorough radiological survey. The Company will notify the Seller within 24 hours after completing the radiological survey if the equipment is authorized for removal from the site. If the equipment surface contamination levels exceed the standards prescribed elsewhere in this Agreement, Seller shall carry out the necessary radioactive decontamination at an area designated by the Company according to Seller's procedures.

(e) Seller shall take all appropriate measures to ensure that inaccessible surfaces are not exposed to potential radioactive contamination and mitigate the potential for contamination of its equipment during performance of the work. If Company determines that required exit surface contamination limits, as set forth in the Agreement documents, of any piece of equipment is unattainable, despite Seller's best efforts, Seller will be compensated for the value of the equipment as determined by Company and Seller prior to start of work minus wear and tear of the equipment experienced during the Agreement period, unless contamination of said equipment is deemed by the Company to be the result of carelessness or negligence on the part of the Seller. The value of the equipment will be determined based upon age, condition, and value of similar equipment. If an agreed upon value cannot be negotiated, an independent appraiser may be used to determine value. The equipment will become the property of the Company.

(f) Seller shall identify, in advance of use, all items of equipment to be utilized in performance of that work that, because of the nature or configuration of the equipment, may be reasonably expected not to be capable of being decontaminated through reasonable efforts. Seller shall be responsible for the cost of all equipment, and will not receive compensation for this equipment pursuant to the paragraph above.