

1-14031

MEETING REGARDING CLOSEOUT OF UPR CONTRACT NOS. DE-AC05-76OR01833 AND DE-RL05-77OR05306

DATE: 8/18/88

ATTENDEES: Luis Velazquez
Pat Nicholson
Larry Clark
Jack Newman
John Meredith
Steve Morrell

AREAS OF DISCUSSION/ACTION ITEMS:

(1) Site Remedial Action:

Larry Clark reported that all the facilities at CEER were "clean" of any contamination. Upon completion of the cleanup work, Bechtel (the SFMP contractor) wrote a report saying that the facilities were clean and ORAU made an independent verification that the facilities were clean.

The only issue concerning the remedial action relates to 180,000 gallons of water that had been in the reactor. This water is clean. However, the Puerto Rico Aquaduct and Sewer Authority (PRASA) is relectant to discharge the water into their system. This reluctance stems from a background of being fined by EPA for past violations including the discharge of untreated sewage. PRASA wants a letter from EPA okaying the discharge of the water. Clark has a letter in draft to EPA requesting that such an approval letter be sent from EPA to PRASA.

This remedial action item affects the transfer of the facilities from DOE which is discussed below.

(2) Transfer of Facilities:

The contractual arrangement for use of the facilities is provided for in the -5306 contract. The facilities are owned by the U. S. Dept. of Agriculture (USDA). The facilities cannot be transferred from DOE until an on-site inspection is completed. This inspection will not take place until the facilities are free from unwanted materials which include the water, discussed above, laboratory materials and other miscellaneous items, discussed below.

Since, the facilities are owned by USDA, DOE's responsibility is to transfer the facilities back to USDA. USDA has the decision of whether or not to transfer the facilities to the University of Puerto Rico. This is complicated somewhat by the ERDA Action Memorandum dated 4/11/76 and early legislation regarding the land. The Action Memorandum which was the work of a joint ERDA

CEER
1425.05

and UPRNC task force states that "ownership of most of the facilities/equipment would be transferred to the UPR. . . ." The legislation states that "the occupation and use of the said lands as above expressed shall continue until such time as the Federal Atomic Energy Commission, or the successor thereof, may notify the Governor in writing of its intent to discontinue the maintenance of said center, and that it has no further need for the lands."

Pat Nicholson will write to the Governor of Puerto Rico regarding DOE's discontinuation of use of the facilities and to USDA by 10/31/88. We would expect USDA to make the transfer to UPR, although this is strictly their decision and action.

Fernando Agrait wrote to Joe LaGrone expressing interest in meeting with DOE to discuss the transfer of the facilities to UPR. As stated above, the transfer will have to be from DOE to USDA. Velasquez will respond to the letter. Regarding a possible meeting, Nicholson is planning on meeting with UPR in November or December to discuss the transfer. Also, Nicholson will have to conduct an on-site inspection of the facilities before the transfer to USDA. The transfer will be through a formal agreement written by Nicholson.

(3) Equipment transfer-

In accordance with the 1976 Action Memorandum, DOE intends to transfer all personal property purchased under the -1833 contract to UPR. Some discussion was held on the timing of the transfer. Meredith and Newman suggested that the property be transferred as soon as practicable. Meredith is to go through the lengthy property listing and identify the asset classifications that are personnel property. Meredith is to supply that information by 9/9/88. Morrell will then modify the contract to transfer the property to UPR. The modification could be executed by 9/16/88.

(4) Chemical Removal-

A subcontract is soon to be in place for the removal of the laboratory chemicals. The work is to take less than 6 weeks. We discussed the possibility that a small percentage of chemicals not conforming to contract requirements may be left behind. I would assume that MMES would be asked to transfer and store those items. Clark stated that MMES would probably be reluctant to be involved in this. He suggested that if we resorted to use of MMES that we start working on getting them on board as soon as possible. Morrell indicated that we could not go very far with this matter until the nonconforming chemicals are identified, which will be when the subcontract is well into performance. Clark also said that getting MMES involved might require action at the LaGrone level. Velazques will work this potential problem.

(5) Other Miscellaneous Materials-

Velazques indicated that there was a small amount of PCBs at CEER. Morrell suggested that the subcontract for the removal the chemicals could be modified to handle the PCBs. We should wait until the subcontract is underway before addressing the PCB problem with the subcontractor.

Velazques also indicated that there was some lead at CEER. Newman suggested that UPR make a scrap sale to dispose of the lead.

(6) Completion of Work/ Funding Plans-

Morrell asked if there was any intention to continue the contract work after 9/30/88. Velazques stated that HQ definitely wanted these contracts to end. The only work underway at this time is the Terrestrial Ecology work. I advised Velazques that UPR should be notified that all work under the contract should cease at 9/30/88. If any reports are due, they should be completed by 9/30/88. Morrell also indicated that all other work including chemical removal, property transfer, and the facilities transfer were close-out related and could be effected after 9/30/88. Costs incurred after 9/30/88 related to the close-out activities could be properly charged to the contract. Funding plans should be made by Velazques related to the close-out activities.

(7) Authorization to purchase from GSA-

A Letter of Authorization for UPR to purchase from the GSA schedule will expire on 9/30/88, unless it is extended. The group agreed that it should expire on 9/30/88.

(8) Memorandum of Understanding-

UPR had written LaGrone regarding a new Memorandum of Understanding between DOE and UPR to "reaffirm interest in strengthening collaboration with the US Department of Energy." Velazques advised that this is unrelated to the current contracts and that he would handle this item.

SUMMARY

Action agreed to as follows:

<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Letter to EPA regarding Water Discharge	Clark	9/9/88
Letter to USDA/ Governor UPR regarding transfer of facilities	Nicholson	10/31/88

<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Meeting with UPR regarding transfer of facilities	Nicholson Clark?	Nov./Dec.
On-Site Inspection	Nicholson Clark?	Dec.?
Identification of personal property to be transferred	Meredith	9/9/88
Modification of Contract to transfer personal property	Morrell	9/16/88
Response to Agrait's letter to LaGrone regarding facility transfer	Velazques	9/16/88
Assistance for removal of non-conforming chemicals	Velazques	9/16/88?
Funding plans for close-out activities	Velazques	9/23/88
Modification of Subcontract for PCBs	Morrell w/ UPR	9/16/88

cc: Clark
 Nicholson
 Velazques
 Newman
 Meredith

MEETING REGARDING CLOSEOUT OF UPR CONTRACT NOS. DE-AC05-76ORO1833
AND DE-RL05-77ORO5306

DATE: 8/18/88

ATTENDEES: Luis Velazquez
Pat Nicholson
Larry Clark
Jack Newman
John Meredith
Steve Morrell

AREAS OF DISCUSSION/ACTION ITEMS:

(1) Site Remedial Action:

Larry Clark reported that as a result of the CEER Decontamination Project conducted in April through November of 1987, all the facilities at CEER were "clean" of any contamination. Upon completion of the cleanup work, Bechtel (the SFMP contractor) wrote a report saying that the facilities were clean and ORAU made an independent verification that the facilities were clean.

The only open issue concerning the remedial action relates to 180,000 gallons of water that had been collected from various facility holding areas including the reactor pool, and also resulting from the decontamination processes. This water is also clean and suitable for release. However, the Puerto Rico Aqueduct and Sewer Authority (PRASA) is reluctant to discharge the water into their system. This reluctance stems from a background of being fined by EPA for past violations including the discharge of untreated sewage. PRASA wants a letter from EPA okaying the discharge of the water. Clark has a letter in draft to EPA requesting that such an approval letter be sent from EPA to PRASA.

This open remedial action item potentially affects the transfer of the facilities from DOE which is discussed below.

(2) Transfer of Facilities:

The contractual arrangement for use of the facilities is provided for in the -5306 contract. The facilities are owned by the U. S. Dept. of Agriculture (USDA). An on-site inspection is expected to be completed before the facilities are transferred from DOE. This inspection is planned after the facilities are free from unwanted materials which include the water, discussed above, laboratory materials and other miscellaneous items, discussed below.

Since, the facilities are owned by USDA, DOE's responsibility is to transfer the facilities back to USDA. USDA has the decision

of whether or not to transfer the facilities to the University of Puerto Rico. This is complicated somewhat by the ERDA Action Memorandum dated 4/11/76 and early legislation regarding the land. The Action Memorandum which was the work of a joint ERDA and UPRNC task force states that "ownership of most of the facilities/equipment would be transferred to the UPR. . . ." The legislation states that "the occupation and use of the said lands as above expressed shall continue until such time as the Federal Atomic Energy Commission, or the successor thereof, may notify the Governor in writing of its intent to discontinue the maintenance of said center, and that it has no further need for the lands."

Pat Nicholson will write to the Governor of Puerto Rico regarding DOE's discontinuation of use of the facilities and to USDA by 10/31/88. We would expect USDA to make the transfer to UPR, although this is strictly their decision and action.

Fernando Agrait wrote to Joe LaGrone expressing interest in meeting with DOE to discuss the transfer of the facilities to UPR. As stated above, the transfer will have to be from DOE to USDA. Velazquez will respond to the letter. Regarding a possible meeting, Nicholson is planning on meeting with UPR in November or December to discuss the transfer. Also, Nicholson will have to conduct an on-site inspection of the facilities before the transfer to USDA. The transfer will be through a formal agreement written by Nicholson.

(3) Equipment transfer-

In accordance with the 1976 Action Memorandum, DOE intends to transfer all personal property purchased under the -1833 contract to UPR. Some discussion was held on the timing of the transfer. Meredith and Newman suggested that the property be transferred as soon as practicable. Meredith is to go through the lengthy property listing and identify the asset classifications that are personnel property. Meredith is to supply that information by 9/9/88. Morrell will then modify the contract to transfer the property to UPR. The modification could be executed by 9/16/88.

(4) Chemical Removal-

A subcontract is soon to be in place for the removal of the laboratory chemicals. The work is to take less than 6 weeks. There is a potential problem related to the possibility that a small percentage of chemicals not conforming to contract requirements will be left behind. The subcontract for removal of the chemicals states that if chemicals are encountered that are (1) banned by EPA for disposal, (2) biological, or (3) radioactive, then the subcontractor is not responsible for their removal. When and if this situation is identified, an alternative disposal solution must be developed. Some discussion was held on MMES being asked to transfer and store those items. Clark stated that MMES would probably be reluctant to be involved

in this. He suggested that if we resorted to use of MMES that we start working on getting them on board as soon as possible. Morrell indicated that we could not go very far with this matter until the nonconforming chemicals are identified, which will be when the subcontract is well into performance. Clark also said that getting MMES involved might require action at the LaGrone level. Velazquez will work this potential problem.

(5) Other Miscellaneous Materials-

Velazquez indicated that there was a small amount of PCBs at CEER. Morrell suggested that the subcontract for the removal the chemicals could be modified to handle the PCBs. We should wait until the subcontract is underway before addressing the PCB problem with the subcontractor.

Velazquez also indicated that there was some non-contaminated lead at CEER. Newman suggested that UPR make a scrap sale to dispose of the lead, which is permissible if it is sold for recovery. Disposal as a waste, however, would present problems.

(6) Completion of Work/ Funding Plans-

Morrell asked if there was any intention to continue the contract work after 9/30/88. Velazquez stated that HQ definitely wanted these contracts to end. The only work underway at this time is the Terrestrial Ecology work. Morrell advised Velazquez that UPR should be notified that all work under the contract should cease at 9/30/88. If any reports are due, they should be completed by 9/30/88. Morrell also indicated that all other work including chemical removal, property transfer, and the facilities transfer are close-out related and could be accomplished after 9/30/88. Costs incurred after 9/30/88 related to the close-out activities could be properly charged to the contract. Funding plans should be made by Velazquez related to the close-out activities.

(7) Authorization to purchase from GSA-

A Letter of Authorization for UPR to purchase from the GSA schedule will expire on 9/30/88, unless it is extended. The group agreed that it should expire on 9/30/88.

(8) Memorandum of Understanding-

UPR had written LaGrone regarding a new Memorandum of Understanding between DOE and UPR to "reaffirm interest in strengthening collaboration with the US Department of Energy." Velazquez advised that this is unrelated to the current contracts and that he would handle this item.

SUMMARY

Action agreed to as follows:

<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Letter to EPA regarding Water Discharge	Clark	9/9/88
Letter to USDA/ Governor UPR notifying intent to facilities	Nicholson	10/31/88
<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Meeting with UPR regarding transfer of facilities	Nicholson Clark?	Nov./Dec.
On-Site Inspection	Nicholson Clark?	Dec.?
Identification of personal property to be transferred	Meredith	9/9/88
Modification of Contract to transfer personal property	Morrell	9/16/88
Response to Agrait's letter to LaGrone regarding facility transfer	Velazquez	9/16/88
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Modification of Subcontract for PCBs	Morrell w/ UPR	9/16/88

cc: Clark
Nicholson
Velazquez
Newman
Meredith

United States Government

Department of Energy

Oak Ridge Operations

memorandum

DATE: AUG 17 1988

REPLY TO:
ATTN OF: AD-422:Steve Morrell

SUBJECT: CLOSEOUT OF UPR CONTRACT NOS. DE-AC05-76OR01833 AND DE-RL05-77OR05303

TO: Luis Velazquez
Pat Nicholson
Larry Clark
John Meredith

Attached is a rough agenda to be discussed at the meeting on the subject close-out. Please be thinking about courses of action in the areas in which you are involved. Also, feel free to bring to my attention any other items that need consideration in relation to this close-out.

As a reminder, the meeting is planned for 9:30 a.m. on 8/18/88 in room G-215.

I will see you there.



Steve Morrell
Contract Specialist
Special Projects Branch
Procurement and Contracts Division

Attachment:
As stated

Use Agreement/Mods

UNIVERSITY OF PUERTO RICO
CLOSEOUT OF CONTRACTS
(1) DE-AC05-76OR01833
(2) DE-RL05-77OR05303

The subject contracts are due to expire on 9/30/88. It is our intention to close these contracts out as soon as possible after that date. Before the contracts can be closed out, certain activities must be completed. These activities include the following:

Contract DE-AC05-76OR01833

(1) Removal of Laboratory Chemicals- DOE has approved of a subcontract to remove the laboratory chemicals at CEER. The subcontractor, Eastern Chemical has 6 weeks to complete the removal after being given a notice to proceed.

There is a real potential for a relatively small amount of chemicals being left after Eastern Chemical completes their contract. During negotiations for the removal of the chemicals, several firms indicated an inability to remove 100% of the chemicals because of EPA regulations prohibiting the disposal of specific chemicals. After Eastern has completed their work, action will have to be taken for the removal of any chemicals left behind.

(2) Site Remedial Action- Is any of the equipment affected by the remedial action work? If so, it must be placed in an acceptable condition if it is to be transferred at close-out. Contaminants must be disposed of.

(3) Completion of Work- Work must be completed before the contract enters close-out status. The contract is very broad ("arrange, administer, and accomplish such programs of education, training, and research in the energy field and related sciences in and with the Nuclear Center, as shall be mutually agreed upon in writing by the University and ERDA from time to time . . .") with respect to the Statement of Work. It is our understanding that the only work that UPR is engaged with at the present time is in the area of terrestrial ecology area. The program office needs to establish when all contract work must be completed. If 9/30/88 is maintained as the completion date, then CEER must understand that work must be completed by that time.

(4) Funding- We need to determine our funding position with respect to the contract work and to provide funding for the close-out activities not already provided for.

(5) Personal Property- Some decisions must be made on disposal of equipment purchased under the contract by UPR. The contract provides for the possibility of selling the property to UPR.

(6) Expiration of Letter of Authorization for UPR to purchase from the GSA schedule- We have received a notification that the letter of authorization will expire on 9/30/88. Should this be extended? If so, it must be extended by 8/31/88.

DE-RL05-770R05306

(1) Transfer of facilities- When decontamination is complete, the facilities are to be transferred to the Dept. of Agriculture. USDA has indicated that an on-site inspection is necessary. UPR has written (LaGrone) requesting a meeting with DOE and USDA officials to effect a transfer of the facilities to UPR. What is the schedule for completing decontamination? What is the plan regarding inspections and meetings related to the transfer of the facilities?

(2) Memorandum of Understanding- UPR has also written LaGrone regarding a new Memorandum of Understanding between DOE and UPR to "reaffirm our interest in strengthening collaboration with the US Department of Energy..." Is this our intent? Who has the action on it?

Mod 5

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 1

2. AMENDMENT/MODIFICATION NO. M005
3. EFFECTIVE DATE see Blk 16C.
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY U. S. Department of Energy
Oak Ridge Operations
Procurement & Contracts Division
P. O. Box E
Oak Ridge, Tennessee 37831
7. ADMINISTERED BY (If other than Item 6)
CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
University of Puerto Rico
G.P.O. Box 49846
San Juan, Puerto Rico 00936
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
DE-RL05-770R05306
10B. DATED (SEE ITEM 13)
3/25/77

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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:
(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 YOUR 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE 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 date, 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:
Paragraph 2. of Use Agreement and mutual agreement.
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The period of use and occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaguez, Puerto Rico, identified in Paragraph 1. of this Agreement is hereby extended to May 31, 1988.

ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Fernando E. Agrait
President
15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
P. T. Marquess
Assistant Manager for Administration
16B. UNITED STATES OF AMERICA
BY P. T. Marquess
(Signature of Contracting Officer)
16C. DATE SIGNED
Feb. 23, 1987

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AGREEMENT NO. DE-RL05-77OR05306
(Formerly EY-77-A-05-5306)
UNIVERSITY OF PUERTO RICO
Modification No. M003

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 30th day of July, 1982, effective as of May 1, 1982, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the SECRETARY OF ENERGY (hereinafter referred to as the "Secretary"), the statutory head of the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and the UNIVERSITY OF PUERTO RICO (hereinafter referred to as the "University");

WITNESSETH THAT:

WHEREAS, the University and the Government have heretofore entered into Agreement No. EY-77-A-05-5306 and Modifications Nos. M001 and M002 pursuant to which the University was granted permission to use and occupy certain buildings owned by the Government located at Mayaguez and Rio Piedras, Puerto Rico; and

WHEREAS, the Government is agreeable to such use; and

WHEREAS, the parties desire to modify this Agreement to incorporate such additional use, and to renumber this Agreement; and

WHEREAS, this Supplemental Agreement is authorized by the Department of Energy Organization Act and other applicable law;

NOW, THEREFORE, it is agreed that Agreement No. EY-77-A-05-5306 is hereby modified in the following respects only:

1. Agreement No. EY-77-A-05-5306 is hereby renumbered Agreement No. DE-RL05-77OR05306.
2. In Article 1., a new section f. is added as follows:
"f. Second floor of the old wing of the Biomedical Building, Rio Piedras."
3. Article 11. is hereby deleted and the following is substituted therefor:

ORIGINAL

"11. Notwithstanding Articles 5. and 8., CEER shall provide maintenance (excluding cleaning which shall be the responsibility of the University) and utilities (including electricity, water and sewage disposal) to the premises described in Section f. of Article 1. The University shall pay to CEER Five Thousand Dollars (\$5,000.00) per month for the cost of providing such maintenance and utility services."

3. Article 12. is hereby deleted and the remaining articles renumbered accordingly.

IN WITNESS WHEREOF, the parties hereto have entered into this Supplemental Agreement on the date first above written.

UNITED STATES OF AMERICA

BY: SECRETARY OF ENERGY

BY: W. T. Hamstead
W. T. Hamstead

TITLE: Assistant Manager for Administration

UNIVERSITY OF PUERTO RICO

BY: [Signature]

TITLE: President

Agreement No. EY-77-A-05-5306
UNIVERSITY OF PUERTO RICO
Modification No. M002

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 2nd day of June, 1982, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the SECRETARY OF ENERGY (hereinafter referred to as the "Secretary"), the statutory head of the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and the UNIVERSITY OF PUERTO RICO (hereinafter referred to as the "University");

WITNESSETH THAT:

WHEREAS, the University and the Government, as represented by the Secretary of Energy, have heretofore entered into Agreement No. EY-77-A-05-5306 under which the University was granted permission to use and occupy certain buildings owned by the Government; and

WHEREAS, the parties desire to modify said agreement as hereinafter more particularly described; and

WHEREAS, this Supplemental Agreement is authorized by the Department of Energy Organization Act (P. L. 95-91), and other applicable law;

NOW, THEREFORE, it is agreed that Agreement No. EY-77-A-05-5306 be and the same is hereby modified in the following respects only:

Pal

1. The period of use and occupancy by the University of Government-owned buildings identified in Paragraph 1. of the subject agreement is hereby extended to December 31, 1982.

2. The following language shall be inserted after the first sentence of Paragraph 3. of the subject agreement:

"However, the University may, upon such terms and conditions as the Contracting Officer shall approve, authorize use of such premises by other organizations of the Commonwealth of Puerto Rico. The University may also alter or modify such premises, subject to a prior written determination by the Contracting Officer that such alteration or modification will maintain or increase the usefulness of the facility.

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

UNITED STATES OF AMERICA

BY: Secretary of Energy

BY: Willis Davis

CONTRACTING OFFICER

(Contracting Officer)

UNIVERSITY OF PUERTO RICO

BY: Luis A. Sojo

TITLE: Acting President

DATE: May 19, 1982

Per

Agreement No. EY-77-A-05-5306
UNIVERSITY OF PUERTO RICO
Modification No. M001

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, entered into this 3rd day of July, 1978, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the SECRETARY OF ENERGY (hereinafter referred to as the "Secretary"), the statutory head of the DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and the UNIVERSITY OF PUERTO RICO (hereinafter referred to as the "University");

WITNESSETH THAT:

WHEREAS, the University and the Government, as represented by the Administrator of Energy Research and Development, have heretofore entered into Agreement No. EY-77-A-05-5306 under which the University was granted permission to use and occupy certain buildings owned by the Government; and

WHEREAS, pursuant to the Department of Energy Organization Act (P. L. 95-91), the functions and authority vested by law in the Administrator of Energy Research and Development or ERDA were transferred to and vested in the Secretary; and

WHEREAS, the parties desire to modify said agreement as hereinafter more particularly described; and

WHEREAS, this Supplemental Agreement is authorized by the Department of Energy Organization Act (P. L. 95-91), and other applicable law;

NOW, THEREFORE, it is agreed that Agreement No. EY-77-A-05-5306 be and the same is hereby modified in the following respects only:

1. Wherever the terms "Energy Research and Development Administration" or "ERDA" appear in the original agreement and any modifications thereto, such terms shall be deemed to refer to the Department of Energy or DOE and wherever the term "Administrator" is used, it shall be deemed to refer to the Secretary.

2. In Article 1., delete items a. and b., and substitute therefor the following:

"a. Rooms, as shown in Figure 3, N-2, N-3, N-4, N-5, N-6, N-7, N-10, N-10A and N-10B of the Nuclear Engineering Annex Building which is shown as A1 on Figure 4."

3. In Article 1., redesignate item "c." as "b."; "d." as "c."; "e." as "d."; and "f." as "e.".

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

UNITED STATES OF AMERICA

BY: SECRETARY OF ENERGY

BY:

Joseph A. Lenhard
Joseph A. Lenhard, Director
Research and Technical Support Division
(Contracting Officer)
Oak Ridge Operations

UNIVERSITY OF PUERTO RICO

BY:

J. A. Lenhard

TITLE:

President

DATE:

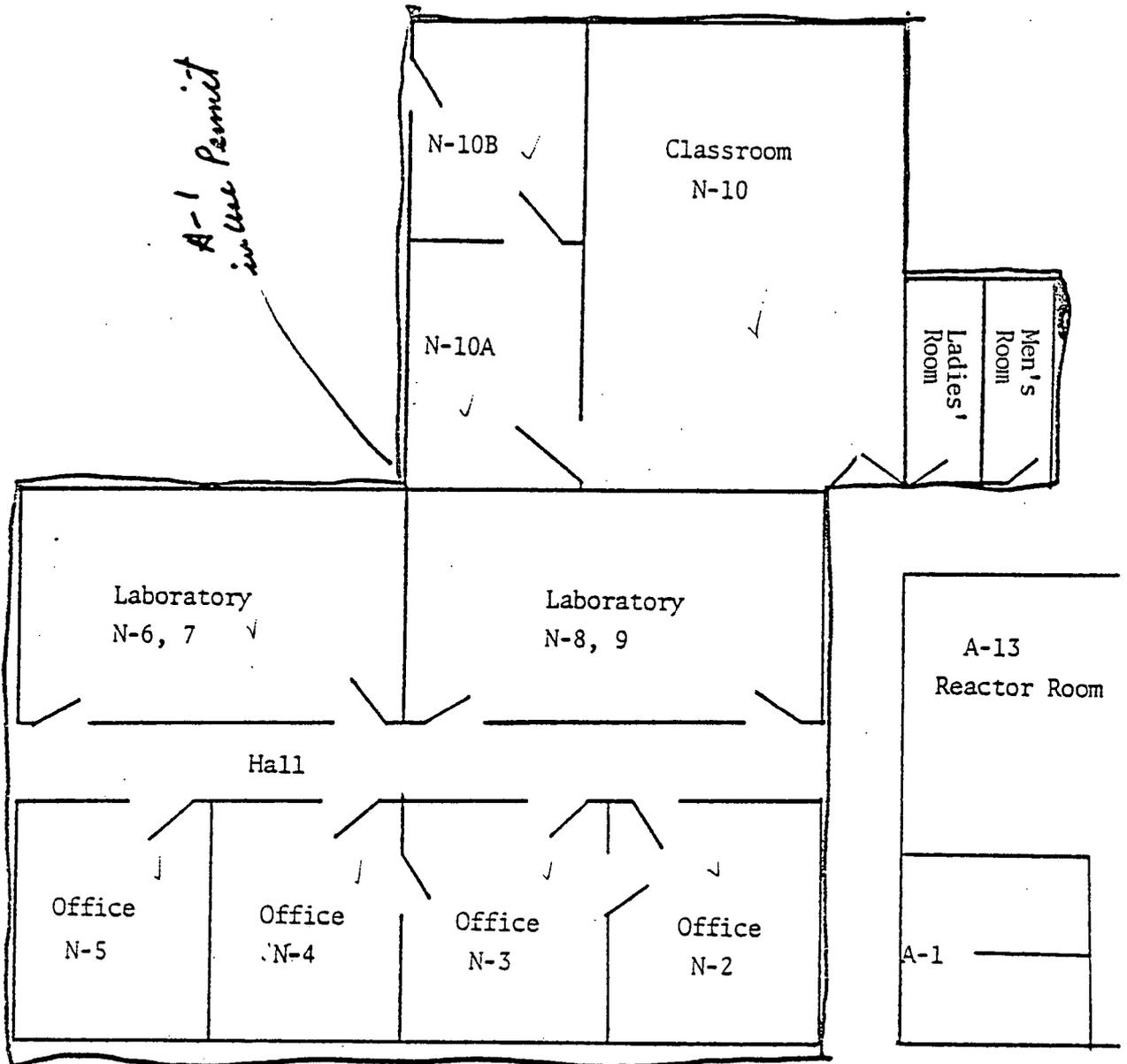
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C.E.E.R.

NUCLEAR ENGINEERING

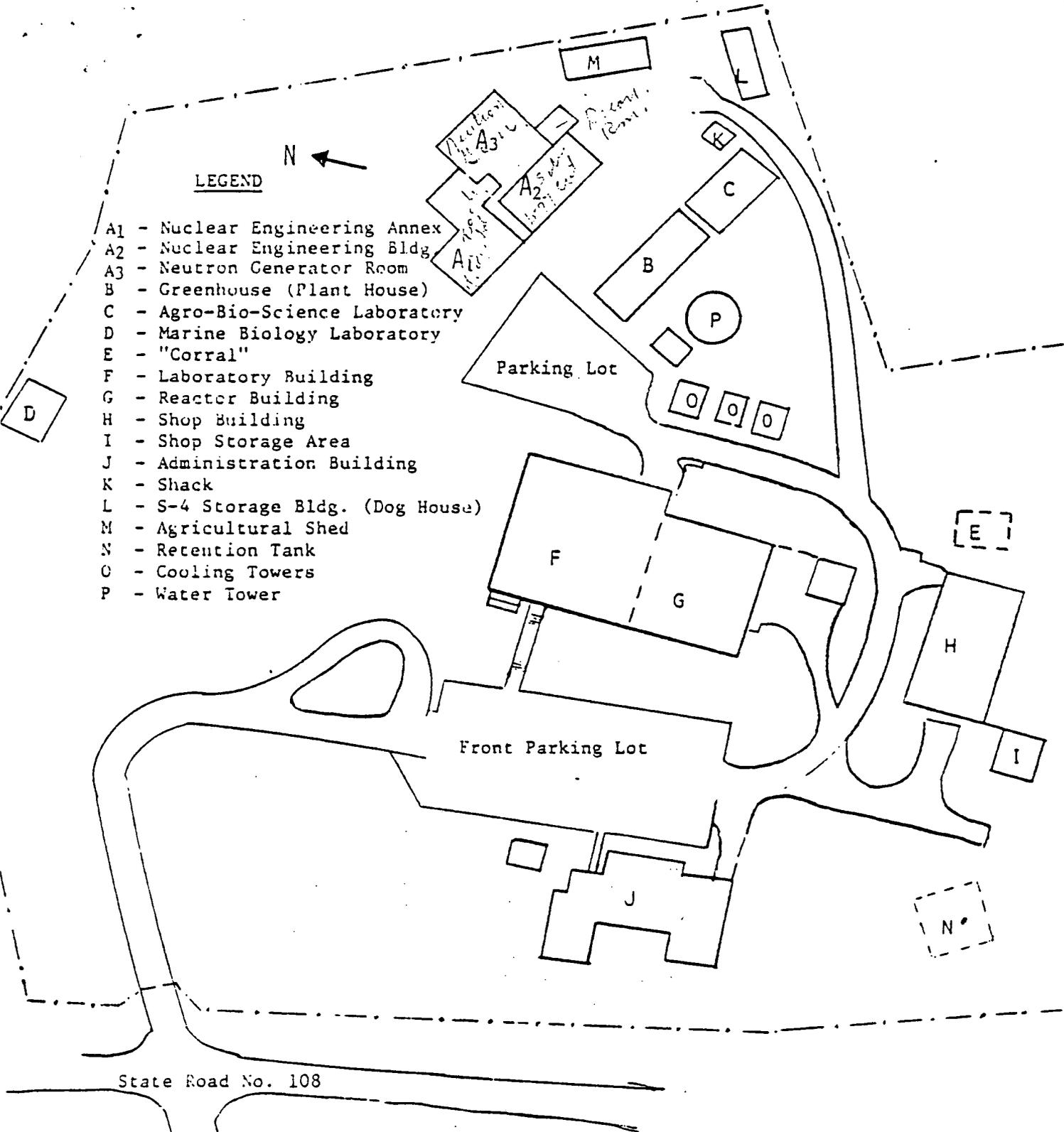
ANNEX BUILDING

FIG. 3



LEGEND

- A1 - Nuclear Engineering Annex
- A2 - Nuclear Engineering Bldg.
- A3 - Neutron Generator Room
- B - Greenhouse (Plant House)
- C - Agro-Bio-Science Laboratory
- D - Marine Biology Laboratory
- E - "Corral"
- F - Laboratory Building
- G - Reactor Building
- H - Shop Building
- I - Shop Storage Area
- J - Administration Building
- K - Shack
- L - S-4 Storage Bldg. (Dog House)
- M - Agricultural Shed
- N - Retention Tank
- O - Cooling Towers
- P - Water Tower



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
MAYAGUEZ, PUERTO RICO

FIG. 4

Agreement No. EY-77-A-05-5306

USE AGREEMENT

THE UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the ADMINISTRATOR OF ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (hereinafter called "ERDA"), hereby grants to the UNIVERSITY OF PUERTO RICO (hereinafter called the "University") permission to use and occupy certain buildings owned by the Government and previously occupied by the Center for Energy and Environmental Research (hereinafter called "CEER") of the University of Puerto Rico pursuant to Contract No. EY-76-C-05-1833 (formerly E(40-1)-1833) with ERDA.

This permission is granted subject to the following terms and conditions:

1. The buildings which are the subject of this agreement (hereinafter called the "premises") are labelled in Fig. 1 and consist of the following:
 - a. Nuclear Engineering Building, shown as A₁ on Fig. 1.
 - b. Nuclear Engineering Annex Building, shown as A₂ on Fig. 1. This building shall be, with the exception of the Reactor Room, the Decontamination Room and the Calibration Room, as shown in the floor plan, Fig. 2.
 - c. Plant House (Greenhouse), shown as B on Fig. 1.
 - d. Agro-Bio-Science Laboratory, shown as C on Fig. 1.
 - e. Marine Biology Laboratory (on northern lot perimeter), shown as D on Fig. 1.
 - f. Animal House (Annex to Bio-Medical Building), Río Piedras.
2. The period of use authorized by this agreement shall begin on the date of execution hereof and shall continue for one year thereafter, provided, however, that this period may be extended for additional periods by written agreement of the parties.
3. The premises shall be used solely for the performance of authorized functions and activities of the University. It is understood and agreed that no activities involving the use of material requiring a license from the Nuclear Regulatory Commission will be undertaken by the University at the premises.

UNITED STATES DEPARTMENT OF AGRICULTURE - FEDERAL EXPERIMENTAL STATION

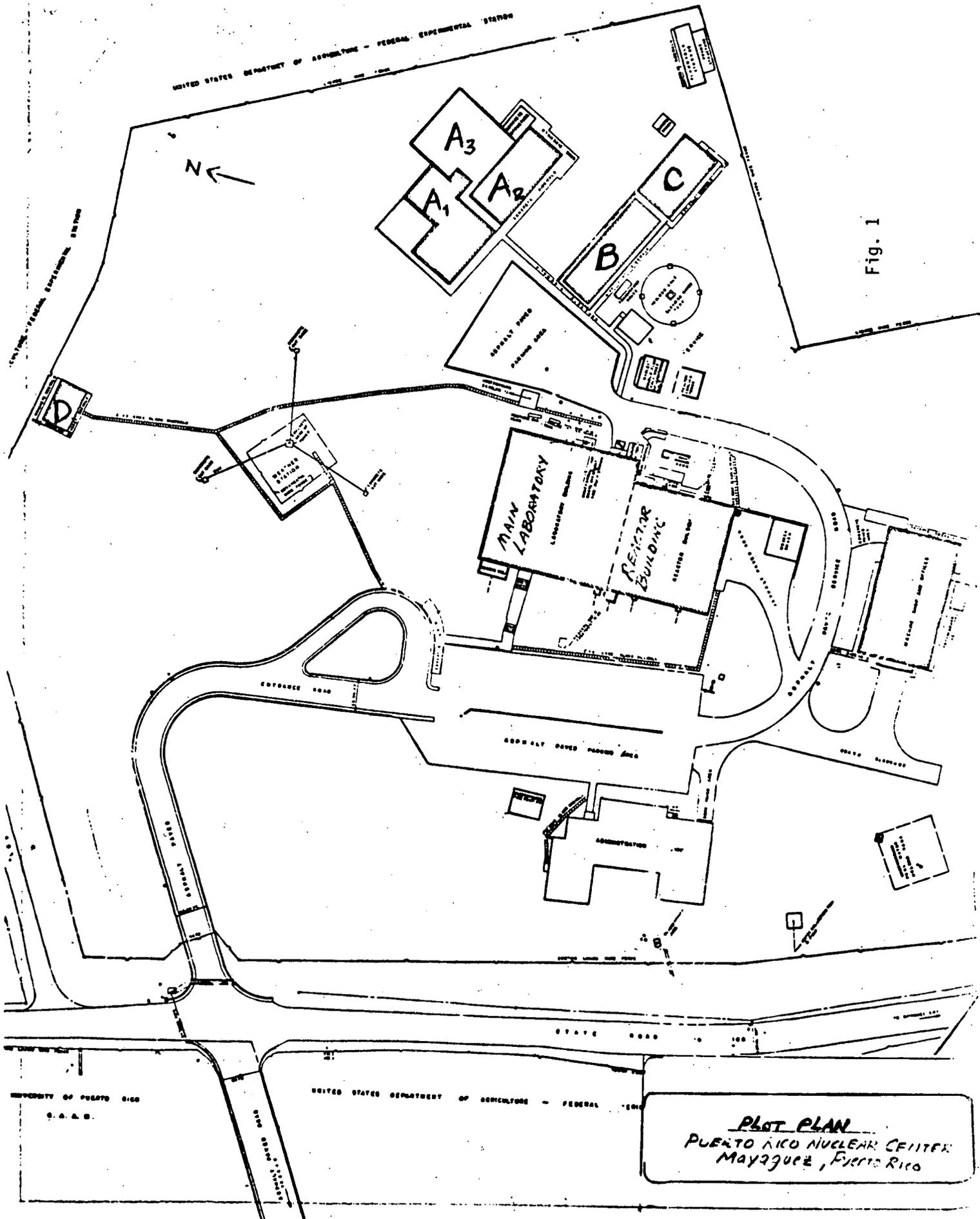


Fig. 1

UNIVERSITY OF PUERTO RICO
C. A. S. R.

UNITED STATES DEPARTMENT OF AGRICULTURE - FEDERAL

PLOT PLAN
 PUERTO RICO NUCLEAR CENTER
 Mayaguez, Puerto Rico

PUERTO RICO NUCLEAR CENTER

NUCLEAR ENGINEERING ANNEX BUILDING

SCALE: 1/8" = 1'-0"

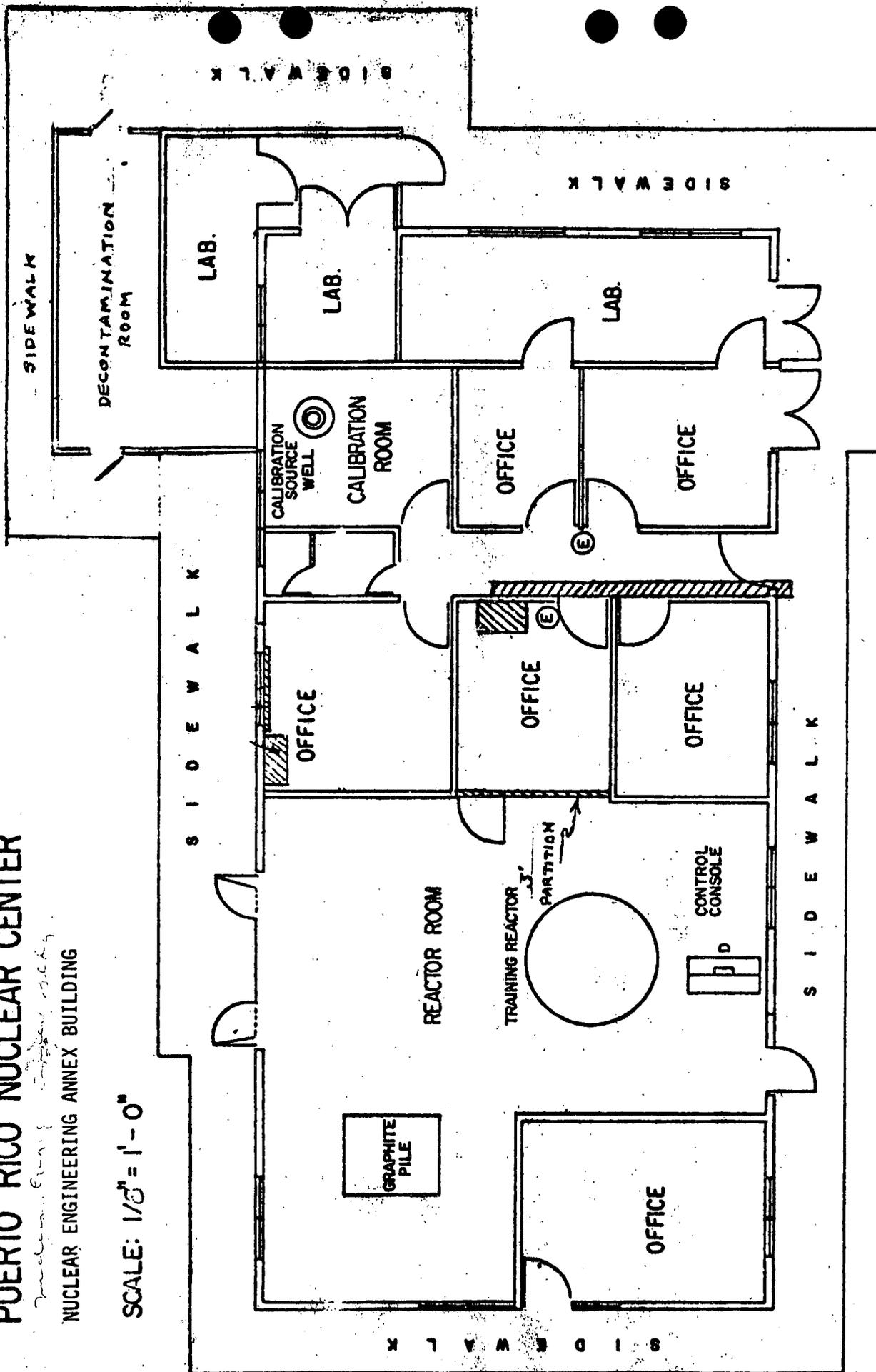


Fig. 2

4. ERDA or the University may terminate this agreement at any time by giving thirty days' written notice to the other party. If this agreement is so terminated, the University shall pay for utility costs as of said termination date in accordance with the provisions of Section 8 hereof.

5. The University shall be responsible for and shall bear the cost of all maintenance, including cleaning, of the premises and grounds appurtenant thereto and all equipment located therein including air conditioning and other electrical equipment.

6. Any property of the Government which may be damaged or destroyed as a result of the willful act or negligence of the University or its invitees, agents, servants, or employees incident to the use of the premises shall be promptly repaired or replaced by the University to the satisfaction of ERDA. In lieu of such repair or replacement ERDA may, in its discretion, accept from the University money in an amount sufficient to compensate for said required repair and/or replacement. The University shall, at all times, exercise due diligence in the protection of the premises. It is agreed, however, that neither the Government nor the University shall be liable to the other for damage to the premises, or to any property within or on the premises, caused by fire not due to willful act or wanton negligence.

7. Neither the Government, ERDA, nor persons acting on their behalf will be responsible for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage or injury of any kind whatsoever resulting from the University's use of the premises.

8. The University shall pay to CEER the cost of utility services including electricity, water, and sewage disposal based upon a formula which relates the University's use of utility services at the premises to total consumption by the CEER facilities (including the premises). Said formula and a schedule of payments will be prepared by representatives of the CEER based upon projected use data supplied by the University. Whenever, in the opinion of the University or CEER, the formula requires adjustment, the formula shall be adjusted in order to approximate as nearly as possible the University's actual utility use at the premises.

9. The University warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the University for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, full amount of such commission, percentage, brokerage, or contingent fee.

10. No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

11. The University agrees to comply with the Energy Research and Development Administration's Regulation (Part 704 of Title 10, Chapter III, Code of Federal Regulations), as amended, effectuating the provisions of Title VI of the Civil Rights Act of 1964.

12. (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the University. The decision of the Contracting Officer shall be final and conclusive unless within 30 days from the date of receipt of such copy the University mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Administrator. The decision of the Administrator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this article, the University shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the University shall proceed diligently with the performance of the Contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. (a) The term "ERDA" means the Energy Research and Development Administration or any duly authorized representative thereof, including the Contracting Officer, except for the purpose of deciding an appeal under the article entitled "Disputes."

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.

14. (The following article is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).)

During the performance of this contract, the University agrees as follows:

(a) The University will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The University will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The University agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity article.

(b) The University will, in all solicitations or advertisements for employees placed by or on behalf of the University, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The University will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the University's commitments under this Equal Opportunity article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The University will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor.

(e) The University will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by ERDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the University's noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the University may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The University will include the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The University will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the University becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ERDA, the University may request the United States to enter into such litigation to protect the interests of the United States.

15. This agreement shall be subject to revision when the University obtains licenses from the Nuclear Regulatory Commission to use, operate and buy licensed materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

UNITED STATES OF AMERICA

BY: ADMINISTRATOR OF ENERGY RESEARCH
AND DEVELOPMENT ADMINISTRATION

BY: *K.M. Haythorn*

TITLE: K. M. Haythorn, Deputy Director
Research and Technical Support Division

DATE: Oak Ridge Operations MAR 25 1977

UNIVERSITY OF PUERTO RICO

BY: *Peter M. ...*

TITLE: President, University of Puerto Rico

DATE: March 7, 1977

Agreement No. EY-77-A-05-5306

USE AGREEMENT

THE UNITED STATES OF AMERICA (hereinafter called the "Government*"), acting by and through the ADMINISTRATOR OF ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (hereinafter called "ERDA"), hereby grants to the UNIVERSITY OF PUERTO RICO (hereinafter called the "University") permission to use and occupy certain buildings owned by the Government and previously occupied by the Center for Energy and Environmental Research (hereinafter called "CEER") of the University of Puerto Rico pursuant to Contract No. EY-76-C-05-1833 (formerly E(40-1)-1833) with ERDA.

This permission is granted subject to the following terms and conditions:

1. The buildings which are the subject of this agreement (hereinafter called the "premises") are labelled in Fig. 1 and consist of the following:
 - a. Nuclear Engineering Building, shown as A₁ on Fig. 1.
 - b. Nuclear Engineering Annex Building, shown as A₂ on Fig. 1. This building shall be, with the exception of the Reactor Room, the Decontamination Room and the Calibration Room, as shown in the floor plan, Fig. 2.
 - c. Plant House (Greenhouse), shown as B on Fig. 1.
 - d. Agro-Bio-Science Laboratory, shown as C on Fig. 1.
 - e. Marine Biology Laboratory (on northern lot perimeter), shown as D on Fig. 1.
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2. The period of use authorized by this agreement shall begin on the date of execution hereof and shall continue for one year thereafter, provided, however, that this period may be extended for additional periods by written agreement of the parties.
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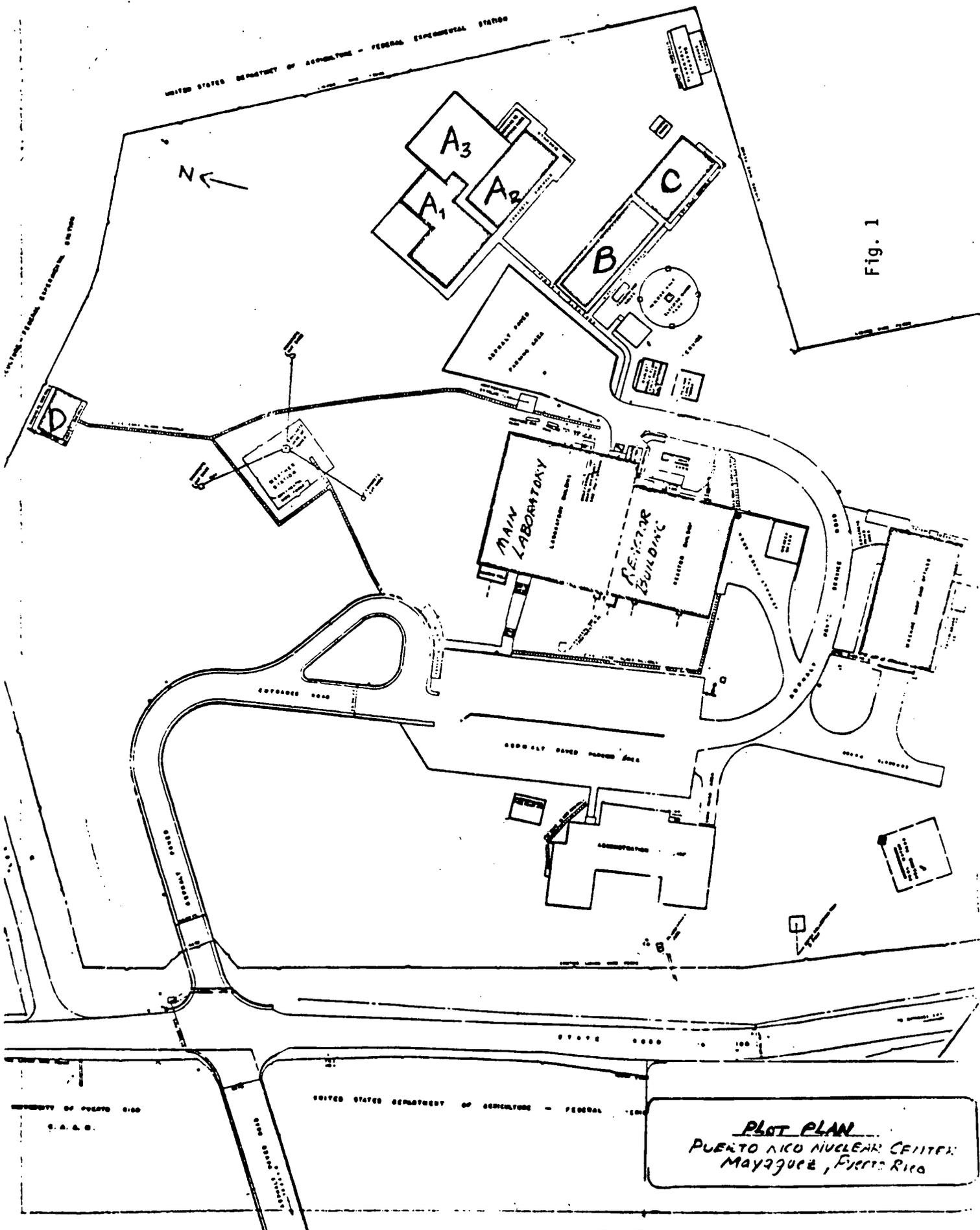


Fig. 1

Plot Plan
PUERTO RICO NUCLEAR CENTER
MAYAGUEZ, PUERTO RICO

UNIVERSITY OF PUERTO RICO
 S. A. S. B.

UNITED STATES DEPARTMENT OF AGRICULTURE - FEDERAL

PUERTO RICO NUCLEAR CENTER

NUCLEAR ENGINEERING ANNEX BUILDING

SCALE: 1/8" = 1'-0"

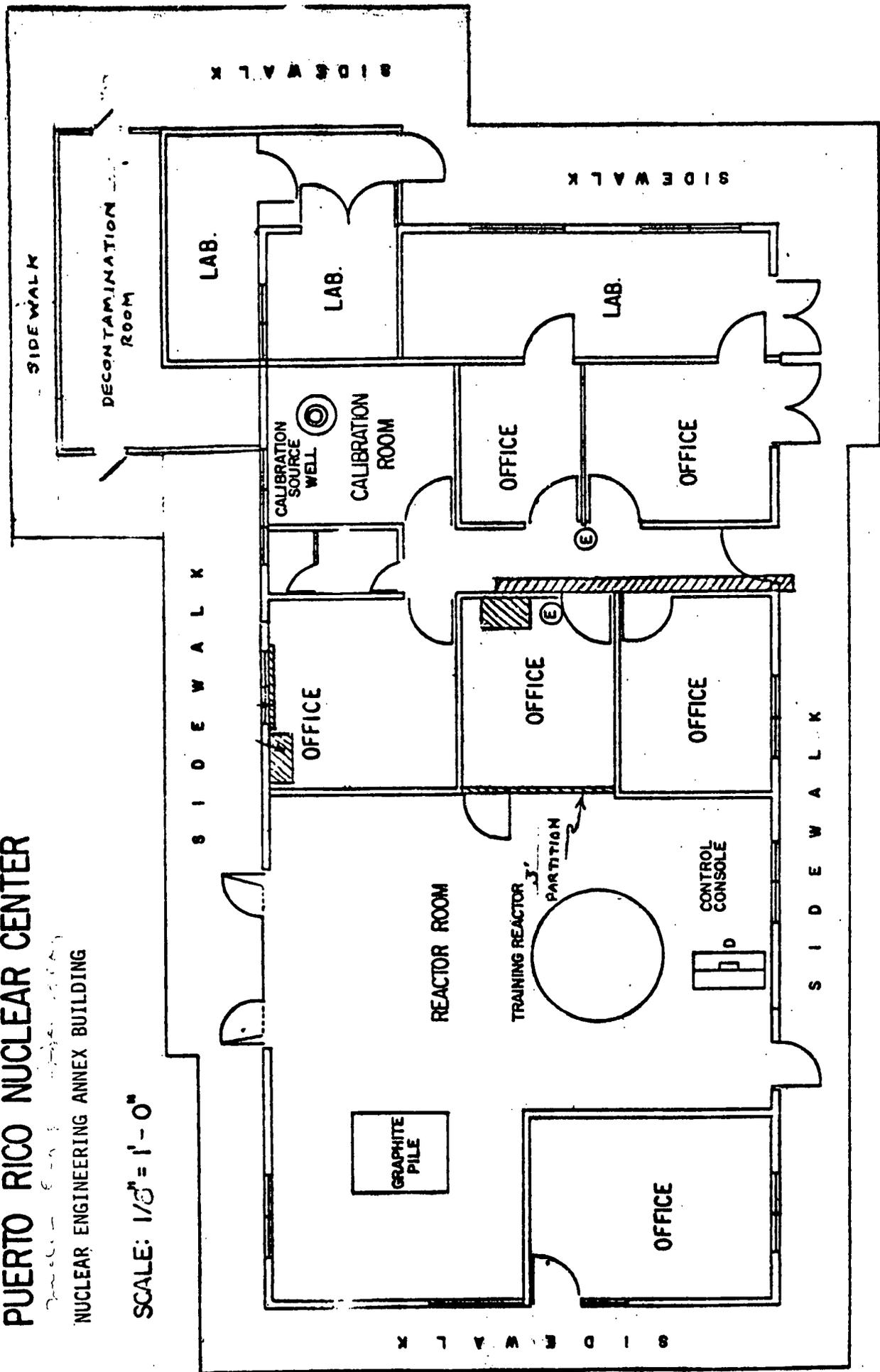


Fig. 2

4. ERDA or the University may terminate this agreement at any time by giving thirty days' written notice to the other party. If this agreement is so terminated, the University shall pay for utility costs as of said termination date in accordance with the provisions of Section 8 hereof.

5. The University shall be responsible for and shall bear the cost of all maintenance, including cleaning, of the premises and grounds appurtenant thereto and all equipment located therein including air conditioning and other electrical equipment.

6. Any property of the Government which may be damaged or destroyed as a result of the willful act or negligence of the University or its invitees, agents, servants, or employees incident to the use of the premises shall be promptly repaired or replaced by the University to the satisfaction of ERDA. In lieu of such repair or replacement ERDA may, in its discretion, accept from the University money in an amount sufficient to compensate for said required repair and/or replacement. The University shall, at all times, exercise due diligence in the protection of the premises. It is agreed, however, that neither the Government nor the University shall be liable to the other for damage to the premises, or to any property within or on the premises, caused by fire not due to willful act or wanton negligence.

7. Neither the Government, ERDA, nor persons acting on their behalf will be responsible for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage or injury of any kind whatsoever resulting from the University's use of the premises.

8. The University shall pay to CEER the cost of utility services including electricity, water, and sewage disposal based upon a formula which relates the University's use of utility services at the premises to total consumption by the CEER facilities (including the premises). Said formula and a schedule of payments will be prepared by representatives of the CEER based upon projected use data supplied by the University. Whenever, in the opinion of the University or CEER, the formula requires adjustment, the formula shall be adjusted in order to approximate as nearly as possible the University's actual utility use at the premises.

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10. No member of or delegate to Congress, or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

11. The University agrees to comply with the Energy Research and Development Administration's Regulation (Part 704 of Title 10, Chapter III, Code of Federal Regulations), as amended, effectuating the provisions of Title VI of the Civil Rights Act of 1964.

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(b) This "Disputes" article does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. (a) The term "ERDA" means the Energy Research and Development Administration or any duly authorized representative thereof, including the Contracting Officer, except for the purpose of deciding an appeal under the article entitled "Disputes."

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government and includes his successors or any duly authorized representative of any such person.

14. (The following article is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, Ch. 60).)

During the performance of this contract, the University agrees as follows:

(a) The University will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The University will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The University agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity article.

(b) The University will, in all solicitations or advertisements for employees placed by or on behalf of the University, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The University will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the University's commitments under this Equal Opportunity article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The University will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor.

(e) The University will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by ERDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the University's noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the University may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The University will include the provisions of subparagraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The University will take such action with respect to any subcontract or purchase order as the Administrator may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the University becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ERDA, the University may request the United States to enter into such litigation to protect the interests of the United States.

15. This agreement shall be subject to revision when the University obtains licenses from the Nuclear Regulatory Commission to use, operate and buy licensed materials.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

UNITED STATES OF AMERICA

BY: ADMINISTRATOR OF ENERGY RESEARCH
AND DEVELOPMENT ADMINISTRATION

BY: *K.M. Haythorn*

TITLE: K.M. Haythorn, Deputy Director
Research and Technical Support Division

DATE: Oak Ridge Operations | MAR 25 1977

UNIVERSITY OF PUERTO RICO

BY: *John M. ...*

TITLE: President, University of Puerto Rico

DATE: March 7, 1977

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT ID CODE

PAGE OF PAGES

1 | 1

2. AMENDMENT/MODIFICATION NO. M006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 05-880R05306.001	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations Procurement and Contracts Division, AD-422 Post Office Box 2001 Oak Ridge, Tennessee 37831-8757		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) University of Puerto Rico G.P.O. Box 49846 San Juan, Puerto Rico 00936	(W)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-RL05-770R05306
		10B. DATED (SEE ITEM 13) 3/25/77
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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:
 (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 YOUR 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(W)	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 date, 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	Paragraph 2 of Use Agreement and mutual agreement.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The period of use and occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaquez, Puerto Rico, identified in Paragraph 1. of this Agreement is hereby extended to September 30, 1988.

Also Rio Piedras

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Fernando E. Agrait President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Mod. 5

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO. M005 3. EFFECTIVE DATE see Blk 16C. 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)

6. ISSUED BY U. S. Department of Energy CODE Oak Ridge Operations Procurement & Contracts Division P. O. Box E Oak Ridge, Tennessee 37831 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) University of Puerto Rico G.P.O. Box 49846 San Juan, Puerto Rico 00936 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9C. MODIFICATION OF CONTRACT/ORDER NO. DE-RL05-77OR05306 9D. DATED (SEE ITEM 13) 3/25/77

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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: (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 YOUR 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE 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: Paragraph 2. of Use Agreement and mutual agreement. D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The period of use and occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaguez, Puerto Rico, identified in Paragraph 1. of this Agreement is hereby extended to May 31, 1988.

ORIGINAL

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or Print) Fernando E. Agrait President 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) P. T. Marquess Assistant Manager for Administration 15D. UNITED STATES OF AMERICA BY P. T. Marquess (Signature of Contracting Officer) 15E. DATE SIGNED Feb. 23, 1987

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(1) Accounting classification
Net increase \$

(2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. M004	2. EFFECTIVE DATE See Block 19	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable)
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5. ISSUED BY U. S. Department of Energy Oak Ridge Operations Office Procurement and Contracts Division P. O. Box E, Oak Ridge, TN 37831	6. ADMINISTERED BY (If other than block 5)
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7. CONTRACTOR NAME AND ADDRESS University of Puerto Rico G.P.O. Box 49846 San Juan, Puerto Rico 00936	8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. DE-RL05-77OR05306 DATED 3/25/77 (See block 11).
--	--

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors 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:

(a) By signing and returning _____ copies of this 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 YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(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 block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of Paragraph 2. of Use Agreement and mutual agreement.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. The period of use and occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaquez, Puerto Rico, identified in Paragraph 1. of this Agreement is hereby extended to December 31, 1986.

2. All references in this Agreement to facilities at Rio Piedras are hereby deleted since title to these facilities has been transferred to the University of Puerto Rico.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY	17. UNITED STATES OF AMERICA BY
--------------------------------------	------------------------------------

15. NAME AND TITLE OF SIGNER (Type or print) DR ISMAEL ALMODOVAR-PRESIDENT-UPR	16. DATE SIGNED 29/August/84	18. NAME OF CONTRACTING OFFICER (Type or print) Don A. Horsewood Acting Asst. Mgr. for Administration	19. DATE SIGNED Sep. 6, 84
---	---------------------------------	---	-------------------------------

MEETING REGARDING CLOSEOUT OF UPR CONTRACT NOS. DE-AC05-76OR01833
AND DE-RL05-77OR05306

DATE: 8/18/88

ATTENDEES: Luis Velazquez
Pat Nicholson
Larry Clark
Jack Newman
John Meredith
Steve Morrell

AREAS OF DISCUSSION/ACTION ITEMS:

(1) Site Remedial Action:

Larry Clark reported that all the facilities at CEER were "clean" of any contamination. Upon completion of the cleanup work, Bechtel (the SFMP contractor) wrote a report saying that the facilities were clean and ORAU made an independent verification that the facilities were clean.

The only issue concerning the remedial action relates to 180,000 gallons of water that had been in the reactor. This water is clean. However, the Puerto Rico Aquaduct and Sewer Authority (PRASA) is reluctant to discharge the water into their system. This reluctance stems from a background of being fined by EPA for past violations including the discharge of untreated sewage. PRASA wants a letter from EPA okaying the discharge of the water. Clark has a letter in draft to EPA requesting that such an approval letter be sent from EPA to PRASA.

This remedial action item affects the transfer of the facilities from DOE which is discussed below.

(2) Transfer of Facilities:

The contractual arrangement for use of the facilities is provided for in the -5306 contract. The facilities are owned by the U. S. Dept. of Agriculture (USDA). The facilities cannot be transferred from DOE until an on-site inspection is completed. This inspection will not take place until the facilities are free from unwanted materials which include the water, discussed above, laboratory materials and other miscellaneous items, discussed below.

Since, the facilities are owned by USDA, DOE's responsibility is to transfer the facilities back to USDA. USDA has the decision of whether or not to transfer the facilities to the University of Puerto Rico. This is complicated somewhat by the ERDA Action Memorandum dated 4/11/76 and early legislation regarding the land. The Action Memorandum which was the work of a joint ERDA

Correspondence

and UPRNC task force states that "ownership of most of the facilities/equipment would be transferred to the UPR. . . ." The legislation states that "the occupation and use of the said lands as above expressed shall continue until such time as the Federal Atomic Energy Commission, or the successor thereof, may notify the Governor in writing of its intent to discontinue the maintenance of said center, and that it has no further need for the lands."

Pat Nicholson will write to the Governor of Puerto Rico regarding DOE's discontinuation of use of the facilities and to USDA by 10/31/88. We would expect USDA to make the transfer to UPR, although this is strictly their decision and action.

Fernando Agrait wrote to Joe LaGrone expressing interest in meeting with DOE to discuss the transfer of the facilities to UPR. As stated above, the transfer will have to be from DOE to USDA. Velasquez will respond to the letter. Regarding a possible meeting, Nicholson is planning on meeting with UPR in November or December to discuss the transfer. Also, Nicholson will have to conduct an on-site inspection of the facilities before the transfer to USDA. The transfer will be through a formal agreement written by Nicholson.

(3) Equipment transfer-

In accordance with the 1976 Action Memorandum, DOE intends to transfer all personal property purchased under the -1833 contract to UPR. Some discussion was held on the timing of the transfer. Meredith and Newman suggested that the property be transferred as soon as practicable. Meredith is to go through the lengthy property listing and identify the asset classifications that are personnel property. Meredith is to supply that information by 9/9/88. Morrell will then modify the contract to transfer the property to UPR. The modification could be executed by 9/16/88.

(4) Chemical Removal-

A subcontract is soon to be in place for the removal of the laboratory chemicals. The work is to take less than 6 weeks. We discussed the possibility that a small percentage of chemicals not conforming to contract requirements may be left behind. I would assume that MMES would be asked to transfer and store those items. Clark stated that MMES would probably be reluctant to be involved in this. He suggested that if we resorted to use of MMES that we start working on getting them on board as soon as possible. Morrell indicated that we could not go very far with this matter until the nonconforming chemicals are identified, which will be when the subcontract is well into performance. Clark also said that getting MMES involved might require action at the LaGrone level. Velazques will work this potential problem.

(5) Other Miscellaneous Materials-

Velazques indicated that there was a small amount of PCBs at CEER. Morrell suggested that the subcontract for the removal the the chemicals could be modified to handle the PCBs. We should wait until the subcontract is underway before addressing the PCB problem with the subcontractor.

Velazques also indicated that there was some lead at CEER. Newman suggested that UPR make a scrap sale to dispose of the lead.

(6) Completion of Work/ Funding Plans-

Morrell asked if there was any intention to continue the contract work after 9/30/88. Velazques stated that HQ definitely wanted these contracts to end. The only work underway at this time is the Terrestrial Ecology work. I advised Velazques that UPR should be notified that all work under the contract should cease at 9/30/88. If any reports are due, they should be completed by 9/30/88. Morrell also indicated that all other work including chemical removal, property transfer, and the facilities transfer were close-out related and could be effected after 9/30/88. Costs incurred after 9/30/88 related to the close-out activities could be properly charged to the contract. Funding plans should be made by Velazques realted to the close-out activities.

(7) Authorization to purchase from GSA-

A Letter of Authorization for UPR to purchase from the GSA schedule will expire on 9/30/88, unless it is extended. The group agreed that it should expire on 9/30/88.

(8) Memorandum of Understanding-

UPR had written LaGrone regarding a new Memorandum of Understanding between DOE and UPR to "reaffirm interest in strengthening collaboration with the US Department of Energy." Velazques advised that this is unrelated to the current contracts and that he would handle this item.

SUMMARY

Action agreed to as follows:

<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Letter to EPA regarding Water Discharge	Clark	9/9/88
Letter to USDA/ Governor UPR regarding transfer of facilities	Nicholson	10/31/88

<u>ACTION</u>	<u>PERSON</u>	<u>MILESTONE DATE</u>
Meeting with UPR regarding transfer of facilities	Nicholson Clark?	Nov./Dec.
On-Site Inspection	Nicholson Clark?	Dec.?
Identification of personal property to be transferred	Meredith	9/9/88
Modification of Contract to transfer personal property	Morrell	9/16/88
Response to Agrait's letter to LaGrone regarding facility transfer	Velazques	9/16/88
Assistance for removal of non-conforming chemicals	Velazques	9/16/88?
Funding plans for close-out activities	Velazques	9/23/88
Modification of Subcontract for PCBs	Morrell w/ UPR	9/16/88

cc: Clark
 Nicholson
 Velazques
 Newman
 Meredith

FOWLER

File
Cindy

JUL 23 1986

Mr. S. R. Leaman, Director
General Services Division
Agricultural Research Service
U. S. Department of Agriculture
Beltsville, Maryland 20705

Dear Mr. Leaman:

Reference is made to your letter of July 3, 1986, concerning disposition of the buildings and facilities, and the 21 acres of land comprising the Maqaguez Puerto Rico site which the Department of Energy (DOE) occupies under a use agreement with the Department of Agriculture.

We regret any misunderstanding you might have received from various sources concerning DOE's plans concerning disposition of the site once decontamination has been completed. Please be assured that DOE has always understood that the continued use of the Maqaguez facilities by the University of Puerto Rico (UPR) could only be arranged through or affected by the USDA. No arrangements conflicting with this approach have been pursued with UPR or are anticipated.

To facilitate necessary coordination and cooperation in all areas of this matter, we look forward to meeting with your representatives in August at your Athens, Georgia regional office. Ms. Susan Schwab of your staff has agreed to schedule the meeting and advise me when a date has been established. Also as requested by Ms. Schwab, enclosed is a copy of our use agreement for the Maqaguez site.

If you have any questions, please do not hesitate to contact me at FTS 626-0977.

Sincerely,

ORIGINAL SIGNED BY
Jack R. Newman
Property Management Branch
Procurement & Contracts Division

PLANTS, LABS, BUILDINGS & LAND - 3
General
3921

Enclosure:
As Stated

CONCURRENCES	
RTG SYMBOL	AD-424
INITIALS/SIG.	JNewman
DATE	7-22-86
RTG SYMBOL	AD-424
INITIALS/SIG.	JMeredith
DATE	7/23/86
RTG SYMBOL	CE-53
INITIALS/SIG.	LClark
DATE	SEE BELOW
RTG SYMBOL	ER-12
INITIALS/SIG.	LVelazquez
DATE	7/22/86
RTG SYMBOL	ER-12
INITIALS/SIG.	WBibb
DATE	7-23-86
RTG SYMBOL	CC-10
INITIALS/SIG.	JFowler
DATE	7-22-86
RTG SYMBOL	EE-52
INITIALS/SIG.	CLARK JRM
DATE	7-22/86
RTG SYMBOL	
INITIALS/SIG.	
DATE	

AGREEMENT
between
U. S. ATOMIC ENERGY COMMISSION
and
UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE

THIS AGREEMENT, made and entered into by and between the United States Atomic Energy Commission, hereinafter called the Commission, and the United States Department of Agriculture, Agricultural Research Service, hereinafter called the Service.

WHEREAS, the Commission desires to construct a nuclear center in Puerto Rico to be operated under contract by the University of Puerto Rico, in furtherance of the Commission's programs relating to research and development, the dissemination of unclassified scientific and technical information, the development and utilization of atomic energy for peaceful purposes, and international cooperation; and

WHEREAS, the Service has jurisdiction over certain lands owned by the people of Puerto Rico and suitable as a building site for the nuclear center, which it is willing to make available to the Commission; and

WHEREAS, the Federal Experiment Station in Puerto Rico, administered by the Service, operates an agricultural research program and has need for access to additional facilities for investigations on plant materials, using radiation and radioisotope techniques; and

WHEREAS, it is the intention of the parties to this agreement that such cooperation shall be for their benefit and for the benefit of the people of the United States, its Territories, Puerto Rico, and the Latin American countries.

NOW THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby mutually agree with each other as follows:

A. The Commission agrees:

1. To construct, on the building site referred to in paragraph B 1 below, a nuclear center with facilities appropriate in part for biological and agricultural investigations.
2. To assume full responsibility for any grading of the land made available hereunder and for construction, maintenance and operation of buildings, roads, fences, sewers, or any other facilities placed upon such land.
3. To make available such personnel, supplies, materials and specialized equipment as may be mutually agreed upon for planning or conducting research desired by the Service.

4. To permit personnel stationed at the Federal Experiment Station in Puerto Rico access to and use of the laboratories and facilities, as may be mutually agreed, in order to further the cooperative research in agricultural areas, insofar as such access and use does not interfere with approved programs of the nuclear center and further provided that such access and use is carried out in conformance with operating policies established with the University of Puerto Rico or other operating contractor.
5. As may be mutually agreed, to include personnel of the Federal Experiment Station in Puerto Rico in the membership of such operating committees of the nuclear center as deal with matters relating to the cooperation in agricultural areas.

B. The Service agrees:

1. To make available as a building site, for as long as the Commission maintains a facility on the premises, an area of approximately 10 acres of land at the intersection of State Road No. 103 and Los Perros Trail on the grounds of the Federal Experiment Station, Mayaguez, Puerto Rico. (See Attachment A, points 1 through 16 and return to 1, for location and limits of this area; "Nuclear Center Site Plan, Mayaguez, Puerto Rico," a survey of the property on October 23, 1957, by Reinaldo Bonilla Quiles, license 3029, Buildings and Grounds Division, College of Agriculture and Mechanic Arts.) This area to be under jurisdiction of the Commission.
2. To maintain a contiguous area of approximately 11 acres (See Attachment A for location and limits.) as a "buffer zone" around the building site of 10 acres which will remain free from concentrations of population or buildings as long as the Commission continues to maintain a facility on the site mentioned in paragraph 1 above. This area to remain under the jurisdiction of the Service.
3. As may be mutually agreed, to participate in the operation of the center, insofar as its facilities and personnel permit, by undertaking agricultural investigations and in demonstrating these investigations for the benefit of trainees and visitors.

C. It is mutually understood and agreed:

1. Either party may provide technical personnel, skilled and unskilled labor, as mutually agreed upon.
2. Erection of facilities and structures and the placing of equipment upon the area mentioned in section B 1 above, shall require the prior approval of the Commission and

*Author ROEE has
negative of Attachment "A"
in his files.
10/13/65*

such facilities, structures, and equipment shall remain the property and subject to the disposition of the party supplying the funds for same. Obligations of the parties hereunder requiring the expenditure of funds are subject to the availability of appropriations.

3. It is the intent of the parties hereto that this agreement shall remain in effect so long as the parties continue to engage in authorized activities upon the land covered by this agreement or until terminated by mutual agreement of the parties in writing. In the event either party decides to discontinue operation of any or all of its facilities located upon such land, it shall give the other party reasonable notice in writing of its intention to do so.
4. This agreement shall become effective when signed by both of the parties hereto.

UNITED STATES ATOMIC ENERGY COMMISSION

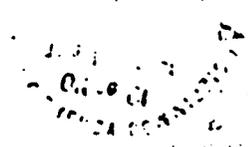
5/6/58
Date

[Signature]

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Research Service

MAY 20 1958
Date

[Signature]
Acting Administrator





United States
Department of
Agriculture

Agricultural
Research
Service

General
Services
Division

Beltsville, Maryland
20705

JUL 3 1986

Mr. Jack Newman
Property Management Branch
Department of Energy
P.O. Box E
Oak Ridge, Tennessee 37831

Dear Mr. Newman:

It has come to our attention that the Department of Energy is preparing to release, to the University of Puerto Rico (UPR), buildings and facilities together with approximately 21 acres of land, formerly occupied by the Atomic Energy Commission (AEC), in Mayaguez, Puerto Rico. The property constitutes a portion of the Agricultural Research Service's Federal Agricultural Experiment Station (FAES). Transfer would be effected after decontamination of structures has been accomplished by the Department of Energy (DOE).

The following historical perspective of the Mayaguez property is provided:

- o The Act of February 27, 1902 (Laws of Puerto Rico Annotated, Title 18, Section 753), as amended—release of all, or any part, of lands comprising the FAES must have the approval of the Commonwealth Legislature and the consent of the U.S. Congress.
- o By Act No. 24 of June 4, 1958, a law was enacted adding Section 2-A to the 1902 Act which permitted utilization of part of the Station for the establishment of a nuclear training and research center. The law authorized the Governor, with the approval of the U.S. Department of Agriculture, to designate an area not to exceed 25 acres for use by the AEC as a nuclear training and research center. The 1958 Act provides that if the AEC facility is ever discontinued, the land would revert to the exclusive use of the Agricultural Research Service.

Based on the legislative history as outlined above, it is the position of this Agency that the transfer action intended by the DOE is without legal basis. In that regard, you are requested to advise our office as to arrangements which have taken place with UPR regarding property transfer. Further, you are advised, upon completion and certification of decontamination work, to release the property to the Agricultural Research Service in accordance with the 1958 Act. Upon receipt of requested information, we will communicate with UPR in regard to property utilization.

Mr. Jack Newman

2

Your cooperation in this matter is appreciated. If there are any questions or if there is some intervening legislation of which we are not aware, please contact Susan Schwab, Chief, Real Property Management Section, at FTS 436-8123 or Commercial 301/436-8123.



S. R. LEAMAN
Director

cc:

E. L. Corley, USDA-ARS
L. W. Lofton, USDA-ARS
A. Sotomayor-Rios, USDA-ARS
L. Clark, DOE
T. J. Clark, USDA-ARS
R. Jarrett, USDA-ARS
L. Owens, USDA-ARS

6-0799

6/26/88

Subject: Mod 06 to Contract No. DE RLO5-77OROS306

Margie:

A PR for Mod 006 to the subject contract is needed. The purpose is to extend the period of occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaguez, P.R. The extension should be to September 30, 1988.

As you can see the last extension is already expired (May 31, 1988). Steve Morell is the Contract ~~Specialist~~ Specialist handling this contract. The reason for extending it to 9/30/88 is that the operations contract is currently in place to run through that date. However, we are almost sure that business that need to be taken care with the UPR/CEER will not be completed by that date and it will be necessary to extend that contract for 1 year. Discuss this with Steve, and based on that determine whether the requested mod 06 to the subject contract should be extended at this time to 9/30/89, to have ~~both~~ the same period of performance for both contracts.

I will be on A/L and Training 'til 7/18/88.

Luis

cc. Steve Morell



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
UNIVERSITY OF PUERTO RICO

February 19, 1987

Ms. Mary Nell Williamson
Procurement & Contracts Division
Ad-421
Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, TN 37831

Dear Ms. Williamson:

SUBJECT: MODIFICATION NO. M005 TO CONTRACT NO. DE-RL05-770R05306

As indicated by Mr. William R. Bibb, enclosed please find two copies of subject modification signed by Prof. Fernando E. Agrait, President of the University of Puerto Rico.

Thank you for your cooperation in this matter and I will be looking forward to our fully signed copy.

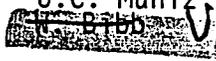
Sincerely yours,

Eva Cortés Coss
Secretary to the Director

ecc

Enclosures 2

cc R. Muñiz
J.M. Carbonell
J.C. Muñiz

 *V. Velazquez*

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
1 | 1

2. AMENDMENT/MODIFICATION NO. M005	3. EFFECTIVE DATE see Blk 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U. S. Department of Energy Oak Ridge Operations Procurement & Contracts Division P. O. Box E Oak Ridge, Tennessee 37831		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) University of Puerto Rico G.P.O. Box 49846 San Juan, Puerto Rico 00936	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-RL05-77OR05306
	10B. DATED (SEE ITEM 13) 3/25/77

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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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:
 (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 YOUR 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.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, - IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> 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 date, 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 Paragraph 2. of Use Agreement and mutual agreement.
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The period of use and occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaguez, Puerto Rico, identified in Paragraph 1. of this Agreement is hereby extended to May 31, 1988.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Fernando E. Agrait President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(2) Accounting classification
Net decrease \$

(b) Item 3 (Effective date).

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.

(h) Item 14 (Description of Amendment/Modification).

(3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(3) State reason for modification.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(e) Items 9, (Amendment of Solicitation No.—Dated), and 10, (Modification of Contract/Order No.—Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to —

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

(6) Include subject matter or short title of solicitation/contract where feasible.

(1) Accounting classification
Net increase \$

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

DOE F 4200.33
(10-85)

U.S. Department of Energy
Procurement Request-Authorization

Formerly PR-799A
(Previous editions are obsolete)

1. To Awarding Office Procurement & Contracts Div., AD-42	3. PR Number 0588 - OR05306.001
2. From Initiating Office Research & Waste Management Div., ER-12	4. Change/Correction to a PR in Process? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	5. If Item 4 is Yes, Enter PR Correction Letter _____
	6. <input checked="" type="checkbox"/> Acquisition <input type="checkbox"/> Assistance
	7. Consistent with Principal Purpose of Program? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

8. Description of Work/Purpose of Assistance (180 Characters Maximum)
Extend the period of occupancy by the University of Puerto Rico of Government-owned buildings located at Mayaguez, Puerto Rico.

Has List of Sources Been Attached? Yes No

9. Name University of Puerto Rico	11. Address GPO Box 4984-G San Juan Puerto Rico
10. Division	
For Acquisition Actions Only: 12. Product or Service Code	
For Assistance Actions Only: 13. CFDA Number	Proposed Instrument: 14. Cooperative Agreement <input type="checkbox"/> 15. Grant <input type="checkbox"/>

16. OSTI Deliverable For All Actions	17. (Reserved)	18. Master BIN DE-RL05-770R05306	19. Desired Award Date Mo Day Year 07 01 88
--------------------------------------	----------------	-------------------------------------	---

20. Unsolicited Proposal Number	21. Project Number
22. Government Property <input type="checkbox"/> F-Furnished, P-Purchased, B-Both, N-Not Involved	

FINANCIAL DATA		
23. Government Share	24. Awardee Share	25. Total

FY FUNDS COMMITTED						
26. Approp. Symbol	27. B&R Number	28. Dollar Amt.	29. Allotment	30. Object Class	31. AFP	32. CFA

33. From Continuation Sheet	35. Project Period from 3/25/77 thru 9/30/88
34. Total Funds This PR	36. Budget Period from 6/01/88 thru 9/30/88

PROJECT MANAGER/INITIATOR			
37. Name Luis E. Velazquez	38. Signature <i>James W. Nehls</i>	39. Date 6-29-88	40. Office Code ER-122
			41. ETS Telephone Number 626-0731

PROGRAM REVIEWING OFFICIAL			
42. Name Larry L. Radcliffe	43. Signature <i>L. Radcliffe</i>	44. Date 7/12/88	

PROGRAM OFFICE BUDGET OFFICIAL			
45. Name M. C. Wallace	46. Signature <i>M. C. Wallace</i>	47. Date 6/29/88	

CERTIFYING OFFICIAL. I hereby certify that the funds cited in item 34 are available			
48. Name	49. Signature	50. Date	

51. Initiating Office/Local Office Use

JUN 12 1988

ER-122:Wallace

CONTRACT NO. DE-RL05-770R05306 - UNIVERSITY OF PUERTO RICO

W. A. Mynatt, Chief, Acquisitions Branch, AD-421

We are requesting a modification to the subject contract to extend the period of occupancy through September 30, 1988, by the University of Puerto Rico of the Government-owned buildings located at Mayaguez, Puerto Rico.

Attached is a Procurement Request-Authorization to accomplish this action.

Larry L. Radcliffe, Chief
Research Management Branch
Research and Waste Management Division

Attachment

ER-122:MWa11ace:aa:6-0714:6/29/88

CONCURRENCES

RTG SYMBOL
ER-122
WALLACE
INITIALS/SIG.
mcw
DATE
6/29/88

RTG SYMBOL
ER-122
VELAZQUEZ
INITIALS/SIG.
Mahl
DATE
6/29

RTG SYMBOL
ER-122
RADCLIFFE
INITIALS/SIG.
[Signature]

RTG SYMBOL
.....
INITIALS/SIG.
.....
DATE

United States Government

Department of Energy

memorandum

Oak Ridge Operations

DATE: September 26, 1986

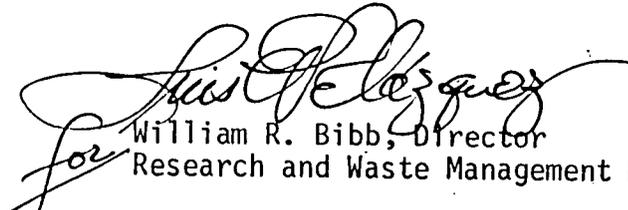
REPLY TO
ATTN OF: ER-122:Velazquez

SUBJECT: CONTRACT NO. DE-RL05-770R05306

TO: P. D. Dayton, Director, Procurement and Contracts Division

Under the subject agreement, the University of Puerto Rico and/or other organizations of the Commonwealth of Puerto Rico were granted permission to use and occupy certain DOE-owned buildings located at Mayaguez, Puerto Rico. The agreement is due to expire on December 31, 1986.

A decontamination and decommissioning project of some of the DOE buildings at Mayaguez is scheduled to run from January through September 1987. A transfer of the DOE-owned buildings to USDA and subsequently to the University of Puerto Rico is expected to take six additional months. Therefore, we request a modification of the agreement to extend its term through May 31, 1988.


for William R. Bibb, Director
Research and Waste Management Division

ROUTING AND TRANSMITTAL SLIP

Date

9/4/86

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. W. R. Bibb, ER-12		
2.		
3.		
4.		
5.		

Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Please review Contract No. DE-RL05-770R5306 with the University of Puerto for use and occupancy by the UPR of Government-owned buildings located at Mayaquez, PR. See attached files for supporting backup. Please return all files with you request for extension with a justification. I will prepare a modification if you desire to extend this agreement. This agreement expires 12/31/86.

Attachments:

- 3 folders (on charge from Legal Files)
 - 1) Contract File
 - 2) Backup File
 - 3) Correspondence File

sent cont. 5306 back with memo V 4/32

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
Mary Nell Williamson, AD-422	
	Phone No. 6-0784

5041-102

GPO : 1981 O - 341-529 (25)

OPTIONAL FORM 41 (Rev. 7-76)
 Prescribed by GSA
 FPMR (41 CFR) 101-11.206

Luis
?

Status of CEER Contract

CEER Contract weekly update is as follows:

DISCHARGE OF REACTOR WATER: No changes in this area of work since last week update.

UNKNOWN LABORATORY CHEMICALS, ASBESTOS, PCB, AND REMAINING CONTAMINATION AT EL VERDE: An initial draft letter to ER-1 requesting funding for these activities at CEER facilities has been prepared and is being circulated for internal review at this time. We expect to incorporate any changes needed right away and have it ready to go during the first week of April. As an alternate solution, we have prepared ADS-810, which was revised this week to incorporate HQ comments. We believe we have included adequate justification for supporting the priority #1 level assigned to it. As far as I know, this is all that can be done in order to obtain the required funding during FY 1991. Now the decision as to whether and when these funds will be made available, is in ER or EM's court.

USE OF DOE FACILITIES FOR WORK FUNDED BY OTHER AGENCIES:
P&C Division does not consider that ~~the~~ the WFO ~~now the~~ Interagency Agreement route will bring ~~any~~ solution to a potential DOE liability problem in case someone has an accident while doing work being funded by other agency in DOE facilities. The best solution seems to be for DOE to transfer real estate to Forest Service, end current use permit, and establish a new use permit for the study area #4 where the Cs-137 contamination was found. This solution would only require to fence a relatively small area and reach agreement with USDA for the period of time required to perform rad survey and any subsequent decon that might be needed.

Luis / All

Don't if this is the

CPSE, ~~and what about~~ who is taking action to make it happen; so this item can be closed out?

Larry



DEPARTMENT OF ENERGY
Office of Operations
P. O. Box E
Orlando, Tennessee 37831

AUG 7 1984

Dr. Juan A. Bonnet, Jr., Director
Center for Energy and Environment Research
G.P.O. Box 3682
San Juan, Puerto Rico 00936

Dear Dr. Bonnet:

MODIFICATION NO. M004 TO CONTRACT NO. DE-RL05-770R05306

Enclosed are three copies of subject modification for your execution which extends the period of this Use agreement to December 31, 1986, and deletes facilities at Rio Piedras since title to these facilities has been transferred to the University of Puerto Rico.

If this modification is acceptable as written, please have it executed by an authorized representative of the University and return two copies to Mary Nell Williamson, Procurement and Contracts Division, AD-421. Upon execution by DOE, one fully signed copy will be returned to you.

Sincerely,

W. R. Bibb

William R. Bibb, Director
Energy Programs and Support Division

AD-421:Williamson

Enclosure:
Mod. No. M004 (3)

84/295

4210
CEER
W. R. Bibb, ER-11 ✓

FEB 28 1984

ER-111:Wallace

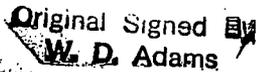
CONTRACT NO. DE-RL05-770R05306

P. D. Dayton, Director, Procurement and Contracts Division

Under the subject agreement the University of Puerto Rico and/or other organizations of the Commonwealth of Puerto Rico were granted permission to use and occupy certain DOE-owned buildings located at Mayaguez and Rio Piedras. The agreement expired December 31, 1982.

We request a modification of the agreement to:

1. Extend the term through December 31, 1986.
2. Delete reference to facilities at Rio Piedras (i.e. Biomedical Building and Animal House, Annex to Biomedical Building). Title to these facilities has been transferred to the University of Puerto Rico.

Original Signed 
W. D. Adams

William R. Bibb, Director
Energy Programs and Support Division

ER-111:MWallace:aa:6-0714:2/28/84

E 629

Cont # 5306

CONCURRENCES	
RTG. SYMBOL	ER-111
INITIALS/SIG.	W. Wallace M. Wallace
DATE	2/28/84
RTG. SYMBOL	ER-111
INITIALS/SIG.	Y. Adams Bibb
DATE	2-28-84
RTG. SYMBOL	ER-111
INITIALS/SIG.	ADAMS W. Adams
DATE	FEB 28 1984
RTG. SYMBOL	
INITIALS/SIG.	
DATE	
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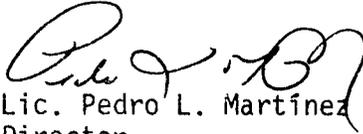
Universidad de Puerto Rico
C. P. O. Apartado 4984-G
San Juan, Puerto Rico 00936-4984

Oficina de Asuntos Legales

August 24, 1982

6319

W. T. Hamstead
Assistant Manager for Administration
Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

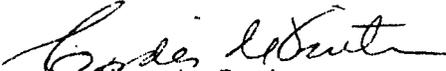

Through: Lic. Pedro L. Martínez Rosa
Director

Dear Sir:

SUBJECT: AGREEMENT NO. DE-RL05-77OR05306
(Formerly EX-77-A-05-5306)
Modification No. M003 (100-213)

Enclosed copy of subject contract document which has been signed on behalf of Dr. Ismael Almodóvar, President of the University of Puerto Rico.

Sincerely,


Candice de Freitas
Legal Counselor

lgc

Enclosure

cc Dr. Juan A. Bonnet



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

July 30, 1982

University of Puerto Rico
ATTN: Dr. Ishmael Almodovar
President
G.P.O. Box 4984-G
San Juan, PR 00936

Gentlemen:

SUBJECT: AGREEMENT NO. DE-RI.05-77OR05306 (FORMERLY EV-77-A-05-5306)
MODIFICATION NO. M003

Enclosed are two copies of the subject contract document which have already been signed on behalf of the Department of Energy.

If the document is satisfactory, please have the two enclosed copies executed by the proper official on behalf of your organization and then return one fully executed copy to this office. You should retain one fully executed copy for your records.

Sincerely,

— Original Signed by
Earl M. Mason

Earl M. Mason
Contracting Officer
Contract Management Branch
Procurement & Contracts Division

AD-423: EMM

Enclosure:
Contract (2 cys.)

AD-423: EMMason:cee:7/30/82:6-0792

Yellow
Green
CIR
R/F



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

July 2, 1982

Jennifer J. Fowler, Attorney
Office of Chief Counsel

DRAFT MOD. NO. M003 TO LEASE AGREEMENT NO. EY-77-A-05-5306
WITH THE UNIVERSITY OF PUERTO RICO

Upon receipt of this draft modification for staff review, it was noted that the lease agreement number was in need of revision. In accordance with the DOE numbering system now in effect for such actions, this particular agreement should be renumbered DE-RL05-770R05306. The RL indicates that this is a lease of DOE real property to another party or parties.

Please revise this draft modification accordingly.

A handwritten signature in cursive script, appearing to read "Allen Mynatt".

W. A. Mynatt, Chief
Contract Management Branch
Procurement & Contracts Division

AD-423:WAM

Enclosure:
Draft Modification No. M003

cc: Peter D. Dayton, AD-42
Charles Durham, AD-46
Sandra Tuck, AD-462

A handwritten signature in cursive script, appearing to read "Jennifer".



Langley
Doc

Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

June 30, 1982

AD

C. H. Durham, Director, Supply Division

MODIFICATION TO AGREEMENT NO. EY-77-A-05-5306

Attached is Modification No. M003 to the subject use permit which adds the second floor of the old wing of the Biomedical Building (Rio Piedras) to the list of facilities the University may use for its authorized functions and activities. It is our understanding that the Puerto Rico Cancer Center is a component of the University and is the intended occupant of the premises.

I have made the modification effective as of May 1, 1982, to cover the possibility that the University commenced occupancy on that date based on verbal approval. Since this is a real estate document, it should be signed for DOE by the AMA rather than by the AMERD.

Jennifer J. Fowler

Jennifer J. Fowler, Attorney
Office of Chief Counsel

CC-10:JJF

Attachment:
As stated



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

JUN 7 1982

Jennifer J. Fowler, Attorney, Office of Chief Counsel

LEASING OF FACILITIES AT RIO PIEDRAS

Please refer to your memorandum of April 2, 1982, concerning utilization of the second floor of the Biomedical Building by the Puerto Rico Cancer Center.

Modification No. M002 to Agreement No. EY-77-A-05-5306 has now been signed but it appears that this modification will not affect the University's request to allow the Puerto Rico Cancer Center to use the second floor of the Biomedical Building since the Biomedical Building is not one of the buildings which is subject to the agreement (paragraph 1).

We are hopeful that this action can be accomplished by some means in the near future since CEER requested approval by letter dated February 17, 1982.

A handwritten signature in cursive script that reads "Charlie".

— Chas. H. Durham, Director
Supply Division

AD-462:SCT

CC: W. R. Bibb, ER-11
J. E. Rounsaville, ER-111

5843

Universidad de Puerto Rico
C. P. O. Apartado 4984-G
San Juan, Puerto Rico 00936-4984



Oficina de Asuntos Legales

May 25th, 1982

Mr. Randolph L. Kesling
Contract Specialist
Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

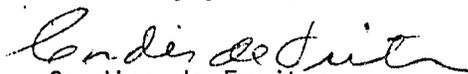
Dear Mr. Kesling:

EXTENSION AND MODIFICATION OF TERMS TO AGREEMENT EY-77-A-05-5306
GRANTING THE UNIVERSITY OF PUERTO RICO PERMISSION TO USE AND
OCCUPY CERTAIN GOVERNMENT OWNED BUILDINGS (100-213)

Enclose please find three copies of Modification M002 to subject
agreement signed by Dr. Luis A. Sojo, Acting President of the
University of Puerto Rico.

Thank you for your attention.

Cordially yours,


Candice de Freitas
Attorney at Law

vac

Enclosures

MAY 6 1982

Dr. Ishmael Almodovar, President
University of Puerto Rico
G.P.O. Box 4984-G
San Juan, PR 00936

Dear Dr. Almodovar:

EXTENSION AND MODIFICATION OF TERMS TO AGREEMENT EY-77-A-05-5306 GRANTING THE UNIVERSITY OF PUERTO RICO PERMISSION TO USE AND OCCUPY CERTAIN GOVERNMENT OWNED BUILDINGS

Enclosed, please find three copies of Modification #002 to subject agreement. Please sign and return two copies of this document to this office for signature by the Contracting Officer. I am available at (615) 576-0787 or FTS 626-0787, to answer any questions you may have. Thank you for your time and attention.

Sincerely,

RLK Original Signed By
Randolph L. Kesling

Randolph L. Kesling
Contract Specialist
Acquisitions Branch
Procurement and Contracts Division

AD-421:RLK

AD-421:RLK:pb:6-0785:5/5/82 Disk 3-W

CONCURRENCES		
RTG. SYMBOL		
..... AD-421.		
INITIALS/SIG.		
RLK		
DATE		
5/6/82		
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Dispatched
5-6-82
3 p.m.

CC-10

JJF JJF

4/2/82

April 2, 1982

Charles H. Durham, Director, Supply Division

LEASING OF FACILITIES AT RIO PIEDRAS

Reference is made to your March 23, 1982 memo requesting that this office modify DOE's Contract No. EY-77-A-05-5306 with the University of Puerto Rico to permit the Puerto Rico Cancer Center, a component of the University of Puerto Rico, to utilize space on the second floor of the biomedical building. *Carried*

In reviewing the contract file, I discovered a pending Modification No. 2 to such contract which extends the term thereof through December 31, 1982, and specifically authorizes the University to permit other departments of the Commonwealth of Puerto Rico to use space in the Government-owned buildings. After Modification No. 2 is executed, arrangements for the use of this Government building by the Puerto Rico Cancer Center can be accomplished on a relatively informal basis, i.e., without a lease or a modification to the contract.

Bill Bibb has been advised that action on this request will await execution of Modification No. 2. I will hold your memo and the backup for use in preparing documentation for this arrangement after DOE receives a signed copy of Modification No. 2.

Original signed by
Jennifer J. Fowler
Jennifer J. Fowler, Attorney
Office of Chief Counsel

CC-10:JJF

CC-10:JJFowler:mh:61212:4/2/82

221



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

MAR 23 1982

W. P. Snyder, Chief Counsel

LEASING OF FACILITIES AT RIO PIEDRAS

Attached is correspondence concerning a request by the Puerto Rico Cancer Center, University of Puerto Rico Medical Sciences Campus, to obtain space on the second floor of the Old Wing of the Biomedical Building which is no longer occupied by CEER.

We are agreeable to this outgranting and request that you prepare the necessary document but suggest that it be accomplished differently than discussed in the correspondence. Since the Puerto Rico Cancer Center is a part of the University of Puerto Rico, Contract No. EY-77-A-05-5306 could be modified to include this area. As this is only a portion of the building, CEER will provide the utilities and routine maintenance (excluding cleaning) and items 5 and 8 of the contract will need to reflect this. The \$60,000 will not be a rental as such but will be collected to offset the utility and maintenance costs. UPR has requested to occupy this area on May 1, 1982, so this fee (\$5,000/month) should begin from that date. The contract is in need of extension from March 31, 1980, and should be extended for an additional period.

Please contact Sandra Tuck (6-0999) if you have any questions.

A handwritten signature in cursive script that reads "Durham".

Chas. H. Durham, Director
Supply Division

AD-462:SCT

Attachment:
As stated

1962

ROUTING AND TRANSMITTAL SLIP

Date 1/20/82

TO: (Name, office symbol, room number, Building, Agency/Post)	Initials	Date
1. J. C. Hall, CC-10		
2. Randy Kesling	<i>[Signature]</i>	2/24/82
3.		
4.		
5.		

RECEIVED
ACQUISITION BRANCH
FEB 25 AM 11:49

X Action	File	Note and Return
Approval	For Clearance	Per Conversation
As Requested	For Correction	Prepare Reply
Circulate	For Your Information	See Me
Comment	Investigate	Signature
Coordination	Justify	

REMARKS

Request that you prepare the contractual instrument to implement changes to Agreement No. EY-77-A-05-5306 with the University of Puerto Rico as requested in the attached letter from Dr. Bibb.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No.—Bldg.
<i>[Signature]</i> Randolph L. Kesling, AD-421 Procurement and Contracts Division	Phone No. 6-5686

5041-102

OPTIONAL FORM 41 (Rev. 7-76)
Prescribed by GSA
FPMR (41 CFR) 101-11.206

405

DEC 22 1981

CONCURRENCES	
RTG. SYMBOL	ER-111
INITIALS/SIG.	ROUNSAVILL
DATE	12/22/81
RTG. SYMBOL	ER-13
INITIALS/SIG.	YARRRO
DATE	12/22/81
RTG. SYMBOL	ER-13
INITIALS/SIG.	RIBB
DATE	12-22-81
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INITIALS/SIG.	
DATE	

J. D. Wagoner, Director, Procurement and Contracts Division

CONTRACT NO. EY-77-A-05-5306

Under the above agreement the University of Puerto Rico was granted permission to use certain DOE-owned facilities for university purposes. The agreement expired on March 31, 1980.

We request a modification to the agreement to:

1. Extend the term through December 31, 1982.
2. Include provisions where the University may, with prior approval of DOE, authorize the use of such facilities by other organizations of the Commonwealth of Puerto Rico. Also include provisions that alterations/modifications may be made, with prior DOE approval, when it is determined that such improvements will maintain or increase the usefulness of the facility.

Original Signed by
William R. Bibb

William R. Bibb, Director
Research Division

ER-111:JER

ER-111:JERounsaville:bgp:6-0734:12/21/81

B 4646 *B7 to Cont File*

DEC 22 1981

4331 (CEER)



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

October 27, 1981

Claude Yarbrow, Research Division

TRANSFER OF RIO PIEDRAS FACILITIES TO THE UNIVERSITY OF PUERTO RICO

Attached is your proposed letter, above subject, which I am returning without concurrence.

Agreement to the use and remodeling of the North Annex Building (Animal House) by the Environmental Quality Board of Puerto Rico cannot be given by the letter you have written. Agreement No. EY-77-A-05-5306 between us and the University of Puerto Rico allowed UPR to use the Animal House "solely for the performance of authorized functions and activities of the University." For the EQB to use the building, this agreement would first have to be extended and then modified to allow UPR to permit another entity to use the facilities or it would be necessary for DOE to enter into a use agreement directly with the EQB. Additionally, proper arrangements would have to be made for the remodeling to ensure that the value of our property was either maintained or increased.

Please advise if you wish additional action to be taken in this situation in view of the impending transfer of the facility to the University.

Sandra C. Tuck

Sandra C. Tuck
Property Management Branch

AD-462:SCT

Attachment:
As stated

Y 331
CEER
Part to Cont File
O-5632-A



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
UNIVERSITY OF PUERTO RICO • TELEX 345-2384

September 1, 1978

Mr. Joseph A. Lenhard, Director
Research and Technical Support Division
Oak Ridge Operations Office
U. S. Department of Energy
P. O. Box E
Oak Ridge, Tennessee 37830

SUBJECT: AGREEMENT NUMBER EY-77-A-05-5306

Dear Mr. Lenhard:

As requested in your letter of August 21, we are returning herewith the signed agreement to extend the period of use and occupancy by UPR of Government-owned buildings in Mayaguez until March 31, 1980.

Sincerely yours,

Juan A. Bonnet, Jr.
Juan A. Bonnet, Jr.
Director

JAB:nu
Enclosure

*— sent to Contract
Div. for dist.
& file B. Johnson
9-13-78*

X-10281 (OK)

*PLPOL-5
(CEER)*

SEP 12 1978

B781 X11159



Department of Energy
Oak Ridge Operations
P.O. Box E
Oak Ridge, Tennessee 37830

AUG 21 1978

Dr. Juan A. Bonnet, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Bonnet:

AGREEMENT NUMBER EY-77-A-05-5306

We need to record our agreement to extend the period of use and occupancy by UPR of Government-owned buildings located in Mayaguez as identified in the above use agreement. If you are agreeable to such extension until March 31, 1980, please have a contracting official of the University sign below and then return one copy to us.

Sincerely,

Joseph A. Lenhard

Joseph A. Lenhard, Director
Research and Technical Support Division

ORA:BLJ

ACCEPTED ON BEHALF OF
UNIVERSITY OF PUERTO RICO:

BY: *[Signature]*

TITLE: President



Department of Energy
 Oak Ridge Operations
 P.O. Box E
 Oak Ridge, Tennessee 37830

AUG 7 1978

August 3, 1978

University of Puerto Rico
 Center for Energy and Environment Research
 ATTN: Dr. Juan A. Bonnet
 Director
 Caparra Heights Station
 San Juan, Puerto Rico 00935

Gentlemen:

MODIFICATION NO. M001 TO AGREEMENT NO. EY-77-A-05-5306

Enclosed, for your retention, is one fully signed copy of the
 subject modification.

Sincerely,

Original Signed By
 J. E. Rounsaville

for J. A. Lenhard, Director
 Research and Technical Support
 Division

ACR:AHF

Enclosure:
 Mod. No. M001

bcc: J. A. Lenhard, Director, Research and Technical
 Support Division

OAK RIDGE OPERATION
 U.S. DEPT. OF ENERGY
 AUG 3 3 58 PM '78

RECEIVED

X 9355 6781

RAJ-5
 (CEER)



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
 UNIVERSITY OF PUERTO RICO • TELEX 3450284
 OFFICE OF THE DIRECTOR
 TELEPHONE: 765-7210

June 23, 1978

*Original 4 copies
 to Cent. for Energy Res.
 6/23/78*

Mr. Joseph A. Lenhard, Director
 Research and Technical Support Division
 Oak Ridge Operations Office
 U.S. Department of Energy
 P.O. Box E
 Oak Ridge, Tennessee 37830

SUBJECT: AGREEMENT NO. EY-77-A-05-5306--MODIFICATION
 NO. M001

Dear Mr. Lenhard:

We are enclosing three copies of the signed supplemental agreement identified above as requested in your letter of May 10. We would appreciate receiving copies when fully executed by DOE.

Sincerely yours,

Juan A. Bonnet, Jr.
 Juan A. Bonnet
 Director

amv

Enclosure

*File in
 6-28-78
 0781 X 7694*



Department of Energy
 Oak Ridge Operations
 P.O. Box E
 Oak Ridge, Tennessee 37830

Dr. Juan A. Bonnet, Jr., Director
 Center for Energy and Environment Research
 Caparra Heights Station
 San Juan, Puerto Rico 00935

MAY 10 1978

Dear Dr. Bonnet:

AGREEMENT NO. EY-77-A-05-5306 - MODIFICATION NO. M001

Enclosed herewith are four copies of subject use agreement which has been modified pursuant to your letter of March 7, 1978. If you find the agreement acceptable as written, please sign and return three copies. After execution by DOE, two fully signed copies will be returned for your file.

Sincerely,

ORIGINAL SIGNED BY
 K. M. HAYTHORN

ACN:MNW

for Joseph A. Lenhard, Director
 Research & Technical Support Division

Enclosure:
 Mod. No. M001 (4)

OFFICE OF THE DIRECTOR
 U.S. DEPT. OF ENERGY
 MAY 10 10 44 AM '78

DISPATCHED

X 5281 (5/78)

J. A. Lenhard ✓

*PLBLS
 10/11/78*

MAR 22 1978

F. O. Christie, Director, Contract Division

AGREEMENT NUMBER EY-77-A-05-5306 *ok*

Please modify the above agreement in accordance with the enclosed letter request dated March 7, 1978, from CEER. Involved is a restatement of the Government-owned buildings which we are permitting UPR to utilize. The changes are (1) deletion of the Nuclear Engineering Building [Item a of the present agreement] and (2) designation by number of specific rooms in the Nuclear Engineering Annex Building to be used by UPR.

ORIGINAL SIGNED BY
K. M. HAYTHORN

Joseph A. Lenhard, Director
Research and Technical Support Division

ORA:BLJ

Enclosure: *MPF*
CEER 3/7/78 ltr w/encl.

OAK RIDGE OPERATION
U. S. DEPT. OF ENERGY
MAR 20 4 55 PM '78

PLBLS/CEER

X 3182 *2/28/78*

<i>JFL</i>	OFFICE	Adm. Serv. By.	R&TS	DISPATCHED			
	SURNAME	<i>Johnson</i>	<i>Haythorn</i>				
	DATE	<i>3/21/78</i>	MAR 21 1978				



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
UNIVERSITY OF PUERTO RICO

March 7, 1978

Mr. Joseph A. Lenhard
Director,
Research and Technical Support Div.
Oak Ridge Operations Office
U. S. Department of Energy
P. O. Box E
Oak Ridge, Tennessee 37830

SUBJECT: PROPOSED MODIFICATION TO USE AGREEMENT

Dear Mr. Lenhard:

In my letter of December 20, 1977 with which we submitted CEER's Radiological Survey of the Nuclear Engineering facilities, I informed you that as a result of the survey we proposed to request a modification to the USE AGREEMENT in effect. Enclosed for your consideration and approval is the first page of the USE AGREEMENT with Item 1.-a. modified to read:

"Nuclear Engineering Annex Building, shown as A1 on Fig. 1. Only rooms N-2, N-3, N-4, N-5, N-6, N-7, N-10, N-10A and N-10B shall be included. (See Fig. 2 for details)".

Cordially yours,

Juan A. Bonnet, Jr.
Juan A. Bonnet, Jr.
Director

JAB, Jr.:bgc.
Enclosure

cc: Dr. D. Sasscer
Ms. N. Irizarry

OK W-14144

PUBLIC-5 (CEER)

MAR 13 1978
0781 X 2755

USE AGREEMENT

THE UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the ADMINISTRATOR OF ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION (hereinafter called "ERDA"), hereby grants to the use and occupy certain buildings owned by the Government and previously occupied by the Center for Energy and Environmental Research (hereinafter called "CEER") of the University of Puerto Rico pursuant to Contract No. EY-76-C-05-1833 (formerly E(40-1)-1833) with ERDA.

This permission is granted subject to the following terms and conditions:

1. The buildings which are the subject of this agreement (hereinafter called the "premises") are labelled in Fig. 1 and consist of the following:
 - a. Nuclear Engineering Annex Building, shown as A1 on Fig. 1. Only rooms N-2, N-3, N-4, N-5, N-6, 7, N-10, N-10A and N-10B shall be included. (See Fig. 2 for details). *New*
 - b. Plant House (Greenhouse), shown as B on Fig. 1.
 - c. Agro-Bio-Science Laboratory, shown as C on Fig. 1.
 - d. Marine Biology Laboratory (on northern lot perimeter) shown as D on Fig. 1.
 - e. Animal House (Annex to Bio-Medical Building), Río Piedras.
2. The period of use authorized by this agreement shall begin on the date of execution hereof and shall continue for one year thereafter, provided, however, that this period may be extended for additional periods by written agreement of the parties.
3. The premises shall be used solely for the performance of authorized functions and activities of the University. It is understood and agreed that no activities involving the use of material requiring a license from the Nuclear Regulatory Commission will be undertaken by the University at the premises.



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

Property M. B.

AREA CODE 615
TELEPHONE 483-8611

March 25, 1977

TUCKER
File

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE OF ERDA FACILITIES BY UPR -- USE AGREEMENT NUMBER EY-77-A-05-5306

Thank you for your letter of March 9, 1977. The use agreement granting UPR permission to use and occupy buildings as identified in the agreement has been approved, and we enclose two signed copies.

Sincerely,

Joseph A. Lenhard

Joseph A. Lenhard, Director
Research & Technical Support Division

OR:BLJ

Enclosure:
Use Agreement (2)

cc w/o encl:
C. W. Hill
F. O. Christie
T. H. Hardin ✓

PLBL 2
(CEER)



3-25-77

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE OF ERDA FACILITIES BY UPR -- USE AGREEMENT NUMBER EY-77-A-05-5306

Thank you for your letter of March 9, 1977. The use agreement granting UPR permission to use and occupy buildings as identified in the agreement has been approved, and we enclose two signed copies.

Sincerely,

ORIGINAL SIGNED BY
K. M. HAYTHORN

Joseph A. Lenhard, Director
Research & Technical Support Division

OR:BLJ

Enclosure
Use Agreement (2)

cc w/o encl:
C. W. Hill
F. O. Christie
T. H. Hardin

signed use agreement sent to Alice Brown for Legal files.
B. Johnson
4-29-77

PLANTS, LABS, BUILDINGS & LAND - 5 CEER

W 2702
3/22/77

OFFICE →	R&TS DIV	CHIEF COUN.	R&TS DIV			
SURNAME →	Johnson	J. J. Fowler	Haythorn			
DATE →	3/21/77	3-23-77	MAR 24 1977			



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
UNIVERSITY OF PUERTO RICO

March 9, 1977

Mr. Joseph A. Lenhard, Director
Research and Technical Support Division
Oak Ridge Operations Office
U.S. Energy Research & Development Adm.
P. O. Box E
Oak Ridge, Tennessee 37830

SUBJECT: USE AGREEMENT

Dear Mr. Lenhard:

The use permit identified as No. EY-77-A-05-5306 granting the University of Puerto Rico permission to use and occupy certain buildings recently vacated by CEER has been modified in accordance with the recommendation in your letter of December 22, 1976. The last sentence of the third paragraph on the first page of the document has been deleted.

President Morales Carrión has signed the agreement and we are returning three copies of the document for signature by the appropriate ORO authority.

Sincerely yours,


Ismael Almodóvar
Director

MB:sc
Encls. (3)

PLANTS, LABS, BUILDINGS & LAND - 5 CEER

W 2374
MAR 15 1977



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

AREA CODE 615
TELEPHONE 483-8611

December 29, 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE OF ERDA FACILITIES BY UPR

The arrangements being made to charge and bill UPR for the use of ERDA facilities located in Rio Piedras and Mayaguez as proposed in your letter of December 2, 1976, are satisfactory and have our concurrence.

→ We appreciate also the information that you are initiating inventories of ERDA personal property to be left in the buildings for use by UPR and that you will survey the buildings in Mayaguez to identify radioactive areas requiring decontamination before UPR takeover.

Sincerely,

Joseph A. Lenhard

Joseph A. Lenhard, Director
Research and Technical Support Division

OR:BLJ

cc: C. A. Keller
C. W. Hill
T. H. Hardin ←
F. O. Christie
H. S. Oster, Jr.



PLBK 2
(CEER)

December 29, 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE OF ERDA FACILITIES BY UPR

The arrangements being made to charge and bill UPR for the use of ERDA facilities located in Rio Piedras and Mayaguez as proposed in your letter of December 2, 1976, are satisfactory and have our concurrence.

We appreciate also the information that you are initiating inventories of ERDA personal property to be left in the buildings for use by UPR and that you will survey the buildings in Mayaguez to identify radioactive areas requiring decontamination before UPR takeover.

Sincerely,

Original Signed by
Joseph A. Lenhard

Joseph A. Lenhard, Director
Research and Technical Support Division

OR:BLJ

- cc: C. A. Keller
- C. W. Hill
- T. H. Hardin
- F. O. Christie
- H. S. Oster, Jr.

B7M
V13293

PLANS, LABS, BUILDINGS & LAND - 5

(ICEER)

OFFICE	R&TS DIV.	FINANCE DIV.	R&TS DIV.		
SURNAME	Johnson:ba	Ell for HSD	Lenhard		
DATE	12-14-76	12-28-76	DEC 29		



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

AREA CODE 615
TELEPHONE 483-8611

December 22, 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

EV-77-A-05-5306

Dear Dr. Almodovar:

USE AGREEMENT

Reference is made to your letter of November 26, 1976, subject as above.

Our agreement to permit the University of Puerto Rico to utilize the buildings which are identified in the use agreement was on the basis that (1) CEER did not require the use of the buildings in carrying out ERDA contract work and (2) a use agreement at the present time seemed to be appropriate in anticipation of the ultimate transfer of title to the buildings to UPR. In view of this we cannot agree to the sentence added to the end of paragraph 3 of the use agreement. With the retention of such a sentence, the University might believe (erroneously) that it can avoid the licensing requirements of the Nuclear Regulatory Commission by requesting CEER to perform an otherwise licensable activity.

The exemption from NRC licensing applies only to work done under an ERDA contract at a Government-owned or -controlled site. If the University proposes to undertake a project in any of the buildings listed in the agreement and the pursuit of that activity would involve a licensable activity, we would be willing to authorize CEER to perform the work under the ERDA contract with CEER charging UPR for the cost of the time of the personnel required to perform, oversee, or assure the safety of the work. We would not expect there to be any change in calculating the cost of utility service, etc. for the buildings since the work would be for UPR. In order to secure our approval for CEER to do any work in the buildings as a contract activity we would need a description of the work to be performed, along with an evaluation by the CEER staff of the health, safety, and environmental implications, etc.



79/13

Dr. Ismael Almodovar

- 2 -

December 22, 1976

As we have previously noted, once title to these buildings is transferred to UPR, we will no longer be able to authorize CEER to perform under the ERDA contract any work for UPR in the UPR buildings and avoid NRC licensing requirements. In fact, we would prefer not to do this at the present time. Therefore, if UPR contemplates use of these buildings for licensable activities, we request that appropriate licensing be accomplished in the very near future.

We recommend that you delete the last sentence of paragraph 3, have the agreement signed by the UPR president or other appropriate contracting official, and forward three signed copies to us. We will return two signed copies to you after it has been approved on behalf of ERDA.

Sincerely,

Joseph A. Lenhard

Joseph A. Lenhard, Director
Research and Technical Support Division

OR:JER

Enclosure:
Use Agreement

cc w/encl:
C. W. Hill

cc w/o encl:
T. H. Hardin
F. O. Christie



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

AREA CODE 615
TELEPHONE 483-8611

Biagiotti 7/11/73
Langley

December 22, 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE AGREEMENT

Reference is made to your letter of November 26, 1976, subject as above.

Our agreement to permit the University of Puerto Rico to utilize the buildings which are identified in the use agreement was on the basis that (1) CEER did not require the use of the buildings in carrying out ERDA contract work and (2) a use agreement at the present time seemed to be appropriate in anticipation of the ultimate transfer of title to the buildings to UPR. In view of this we cannot agree to the sentence added to the end of paragraph 3 of the use agreement. With the retention of such a sentence, the University might believe (erroneously) that it can avoid the licensing requirements of the Nuclear Regulatory Commission by requesting CEER to perform an otherwise licensable activity.

The exemption from NRC licensing applies only to work done under an ERDA contract at a Government-owned or -controlled site. If the University proposes to undertake a project in any of the buildings listed in the agreement and the pursuit of that activity would involve a licensable activity, we would be willing to authorize CEER to perform the work under the ERDA contract with CEER charging UPR for the cost of the time of the personnel required to perform, oversee, or assure the safety of the work. We would not expect there to be any change in calculating the cost of utility service, etc. for the buildings since the work would be for UPR. In order to secure our approval for CEER to do any work in the buildings as a contract activity we would need a description of the work to be performed, along with an evaluation by the CEER staff of the health, safety, and environmental implications, etc.

PLBL-2

CEER



Dr. Ismael Almodovar

- 2 -

December 22, 1976

As we have previously noted, once title to these buildings is transferred to UPR, we will no longer be able to authorize CEER to perform under the ERDA contract any work for UPR in the UPR buildings and avoid NRC licensing requirements. In fact, we would prefer not to do this at the present time. Therefore, if UPR contemplates use of these buildings for licensable activities, we request that appropriate licensing be accomplished in the very near future.

We recommend that you delete the last sentence of paragraph 3, have the agreement signed by the UPR president or other appropriate contracting official, and forward three signed copies to us. We will return two signed copies to you after it has been approved on behalf of ERDA.

Sincerely,



Joseph A. Lenhard, Director
Research and Technical Support Division

OR:JER

Enclosure:
Use Agreement

cc w/encl:
C. W. Hill

cc w/o encl:
T. H. Hardin
F. O. Christie



CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
FORMERLY PUERTO RICO NUCLEAR CENTER
UNIVERSITY OF PUERTO RICO

December 2, 1976

Mr. Joseph A. Lenhard
Director,
Research and Technical Support Division
Oak Ridge Operations Office
U. S. Energy Research and Development Adm.
P. O. Box E
Oak Ridge, Tennessee 37830

SUBJECT: USE OF ERDA FACILITIES
BY U.P.R.

Dear Mr. Lenhard:

In response to your letter of November 8^{OK} on the above subject, the following formula has been devised for the calculation of charges to be made to U.P.R. for use of facilities in Rio Piedras:

The floor space of the facilities being used by the Medical School is equivalent to 18.4% of the area of CEER's buildings in Rio Piedras. Upon receipt of the monthly invoice from the Medical Center Corporation, CEER will charge the School of Medicine for the pro-rated share of costs (18.4%) of vapor, guard service, water, garbage collection, conservation of grounds, and intercommunication. The Animal House has an independent electric meter, and billings for electric consumption will be based on actual readings.

In Mayaguez, the Nuclear Engineering Annex Building, Plant House (ABS Laboratory), and the Small Laboratory adjacent to Nuclear Engineering Annex

PLANTS, LABS, BUILDINGS & LAND

...../2/.....
ICEER

V12708 B777

DEC 9 1976

Mr. Joseph A. Lenhard

December 2, 1976

=2=

Building will be metered separately for electricity and water, and the U.P.R. Mayaguez Campus will be billed directly for these costs. The U.P.R., Mayaguez Campus will provide adequate janitorial and maintenance service for the facilities.

Steps are being taken to initiate inventories. The buildings in Mayaguez to be used by University will be surveyed to identify any radioactive areas. We shall keep you advised on progress in these matters.

Sincerely yours,


Ismael Almodóvar
Director

IA:bgc.

cc: Mr. Luis E. Boothby

Mrs. Aura Alfaro

DEC 22 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE AGREEMENT

Reference is made to your letter of November 26, 1976, subject as above. ^{OK}

Our agreement to permit the University of Puerto Rico to utilize the buildings which are identified in the use agreement was on the basis that (1) CEER did not require the use of the buildings in carrying out ERDA contract work and (2) a use agreement at the present time seemed to be appropriate in anticipation of the ultimate transfer of title to the buildings to UPR. In view of this we cannot agree to the sentence added to the end of paragraph 3 of the use agreement. With the retention of such a sentence, the University might believe (erroneously) that it can avoid the licensing requirements of the Nuclear Regulatory Commission by requesting CEER to perform an otherwise licensable activity.

The exemption from NRC licensing applies only to work done under an ERDA contract at a Government-owned or -controlled site. If the University proposes to undertake a project in any of the buildings listed in the agreement and the pursuit of that activity would involve a licensable activity, we would be willing to authorize CEER to perform the work under the ERDA contract with CEER charging UPR for the cost of the time of the personnel required to perform, oversee, or assure the safety of the work. We would not expect there to be any change in calculating the cost of utility service, etc. for the buildings since the work would be for UPR. In order to secure our approval for CEER to do any work in the buildings as a contract activity we would need a description of the work to be performed, along with an evaluation by the CEER staff of the health, safety, and environmental implications, etc.

BTM
V13206

PLANTS, LAND, BUILDINGS & LAND ^{CEER}

DEC 22 1976

Dr. Ismael Almodovar

- 2 -

As we have previously noted, once title to these buildings is transferred to UPR, we will no longer be able to authorize CEER to perform under the ERDA contract any work for UPR in the UPR buildings and avoid NRC licensing requirements. In fact, we would prefer not to do this at the present time. Therefore, if UPR contemplates use of these buildings for licensable activities, we request that appropriate licensing be accomplished in the very near future.

We recommend that you delete the last sentence of paragraph 3, have the agreement signed by the UPR president or other appropriate contracting official, and forward three signed copies to us. We will return two signed copies to you after it has been approved on behalf of ERDA.

Sincerely,

Original Signed by
Joseph A. Lenhard

Joseph A. Lenhard, Director
Research and Technical Support Division

OR:JER

Enclosure:
Use Agreement

cc w/encl:
C. W. Hill

cc w/o encl:
T. H. Hardin
F. O. Christie

OFFICE	R&TS	Contract Div.	Supply Div.	Ch. Counsel	R&TS Div.
SURNAME	Rounsaville	Dayton	CSB	J.J. Foulkes	Lenhard
DATE	12-15-76	12/20/76		12-16-76	DEC 21 1976



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

AREA CODE 615
TELEPHONE 483-8611

DEC 10 1976

J. A. Lenhard, Director, Research & Technical Support Division

REVISED UNIVERSITY OF PUERTO RICO USE AGREEMENT

The sentence added to the end of Paragraph No. 3 changes the basic concept of this agreement. It was our understanding that ERDA-CEER had no plans to utilize these buildings for ERDA contract work, and, in anticipation of ultimate ownership transfer to the University, a use agreement was deemed desirable. If no ERDA contract work is to be conducted in the buildings, no basis is found for CEER personnel to "perform functions" therein. Further, the University may believe (erroneously) that it can avoid NRC licensing requirements simply by requesting CEER to perform the otherwise licensable activity for it. The NRC licensing exemption, however, applies only to ERDA contract work performed at a Government-owned or -controlled site, and no such contract work is contemplated in these buildings.

Charles W. Hill

Charles W. Hill
Chief Counsel

MC:JJF

PLANTS, LABS, BUILDINGS & LAND

CEER

12/17/76

DEC 10 1976





CENTER FOR ENERGY AND ENVIRONMENT RESEARCH
FORMERLY PUERTO RICO NUCLEAR CENTER
UNIVERSITY OF PUERTO RICO

November 26, 1976

Mr. Joseph A. Lenhard
Director,
Research and Technical Support Division
Oak Ridge Operations Office
U. S. Energy Research and Development Adm.
P. O. Box E
Oak Ridge, Tennessee 37830

Dear Mr. Lenhard:

Subject: Use Agreement

We have reviewed ^{OK} the use agreement sent by your office with your letter of November 8, 1976. CEER's staff in Mayaguez felt that some changes were necessary to clarify certain details, specifically on the use of certain facilities in Mayaguez. Enclosed is a copy of a redrafted use agreement which includes some changes in Section 1, page 1; Section 3, page 1; and the addition of Section 15 on the last page.

The original agreement sent to us by your office was signed by President Morales Carrión, and we can anticipate that his signature is valid for the modified agreement. Please let us know if the enclosed document meets with your approval.

Sincerely yours,


Ismael Almodóvar
Director

IA:bgc.

Enclosure -- Redrafted use agreement

cc: w/o enclosures:

Richard Brown
Nimia Irizarry
Knud Pedersen

NOV 30 1976

6977
V12413

PLANTS, LABS, BUILDINGS & LANDS - 5 - CEER



UNITED STATES
ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION

OAK RIDGE OPERATIONS
P. O. BOX E
OAK RIDGE, TENNESSEE 37830

CMS

Lengly
J. R. D.
File
AREA CODE 615
TELEPHONE 483-8611

November 8, 1976

Dr. Ismael Almodovar, Director
Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

Dear Dr. Almodovar:

USE OF ERDA FACILITIES BY UPR

Reference is made to your letter of August 18, 1976, concerning the use of certain ERDA facilities by the University of Puerto Rico.

We have concluded that the use of the facilities listed in the referenced letter is appropriate since they are not needed for ERDA-supported work and we will be transferring title to UPR in the future. Therefore, we are enclosing three copies of a proposed use agreement between ERDA and UPR covering the use of the specific buildings mentioned in the referenced letter. If the agreement is acceptable please have it signed by the appropriate UPR official and return two copies to us.

Paragraph 8 of the agreement discusses the UPR payment for utility services for the buildings. We would like for you to develop and submit to us for review (1) the formula to be used in calculating the charges and (2) the schedule of payments. We would like the background data used in arriving at the formula.

CEER should inventory and mark the ERDA personal property to be left in each building and maintain accountability for the property until such time as the title can be transferred to UPR. We would like a copy of the inventory of the equipment in each of the buildings.



Dr. Ismael Almodovar

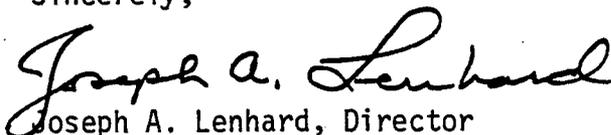
- 2 -

November 8, 1976

Since the buildings will not be used for ERDA-supported work and would not be subject to the terms of the ERDA/UPR agreement, the buildings should be surveyed to identify any radioactive areas. We should be notified of any areas identified as containing radioactivity along with information on the efforts required to decontaminate it.

Please contact us if you have any questions or need clarification of any parts of the agreement.

Sincerely,



Joseph A. Lenhard, Director
Research and Technical Support Division

OR:JER

Enclosure:
Use Agreement (3)

cc w/o encl:
C. A. Keller
C. W. Hill
→ T. H. Hardin
H. S. Oster
F. O. Christie

NOV 8 1976

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Center for Energy and Environment Research
Caparra Heights Station
San Juan, Puerto Rico 00935

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V11430

LANDS, LABS, BUILDINGS & LAND — 5 CEER

Dr. Ismael Almodovar

- 2 -

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OR:JER

Enclosure: ^{MX}
Use Agreement (3)

cc w/o encl:
C. A. Keller
C. W. Hill
T. H. Hardin
H. S. Oster
F. O. Christie

OFFICE →	B&TS Div.	Ch. Counsel.	Supply Div.	Finance Div.	Contract Div.	B&TS Div.
SURNAME →	Rounsaville	J. J. Foster	Lenhard	Dudley	Falcon	Lenhard
DATE →	11-1-76	11-3-76	11-4-76	11-5-76	11-8-76	

MEMO ROUTE SLIP Form AEC-93 (Rev. May 14, 1947) AECM 0240		See me about this. Note and return.	For concurrence. For signature.	For action. For information.
TO (Name and unit) J. A. Lenhard, Dir. R&TS Division	INITIALS	REMARKS UPR'S USE OF BUILDINGS VACATED BY CEER The action proposed by CEER is reasonable under these circumstances. Enclosed is a use agreement between ERDA and UPR making the four buildings available for use by UPR for one year. I considered Claude Yarbro's suggestions for effectuating such use but concluded that a formal use agreement between the two legal entities was required.		
	DATE			
TO (Name and unit)	INITIALS	REMARKS available for use by UPR for one year. I considered Claude Yarbro's suggestions for effectuating such use but concluded that a formal use agreement between the two legal entities was required.		
	DATE			
TO (Name and unit)	INITIALS	REMARKS Enclosure: Use Agreement (3)		
	DATE			
FROM (Name and unit) <i>Jennifer J. Fowler</i> Jennifer J. Fowler Attorney Office of Chief Counsel	REMARKS	<div style="text-align: right;"> 11038 ¹⁰⁹⁷⁷ OCT 21 1976 </div>		
PHONE NO. 3-4636	DATE 10-20-76	PLANTS, LABS, BUILDINGS & LAND - 5 CEER		

USE OTHER SIDE FOR ADDITIONAL REMARKS

MEMO ROUTE SLIP Form AEC-93 (Rev. May 14, 1947) AECM 0240		See me about this. Note and return.	For concurrence. For signature.	For action. For information.
TO (Name and unit) Joseph A. Lenhard Director R&TS Division	INITIALS	REFERENCE IS MADE TO YOUR MEMO ROUTE SLIP DATED AUGUST 26, 1976, REGARDING UPR'S USE OF CEER VACATED BUILDINGS.		
	DATE			
TO (Name and unit)	INITIALS	BASED ON INFORMATION CONTAINED IN DR. ALMODOVAR'S AUGUST 18, 1976, LETTER, I.E., UPR WILL ASSUME RESPONSIBILITY FOR ANY COSTS INCURRED BY THEM, WE HAVE NO OBJECTIONS FROM A FINANCIAL STANDPOINT TO UPR OCCUPYING THE CEER VACATED BUILDINGS.		
	DATE			
TO (Name and unit)	INITIALS	REMARKS		
	DATE			
FROM (Name and unit) H. Stanton Oster, Jr. Director of Finance CTJ:mg	REMARKS			
PHONE NO. 3-4677		DATE 9/2/76		PLANTS, LABS, BUILDINGS & LAND - 5 CEER V 9473

USE OTHER SIDE FOR ADDITIONAL REMARKS

SEP 8 1976
GPO : 1971 O - 445-469

MEMO ROUTE SLIP

Form AEC-93 (Rev. May 14, 1947) AECM 0240

See me about this.
Note and return.

For concurrence.
For signature.

For action.
For information.

TO (Name and unit)

J. A. Lenhard
Director
R&TS

INITIALS

DATE

REMARKS

#OK
Please refer to your MRS of August 26, 1976, regarding possible UPR use of buildings at Mayaguez and Rio Piedras which have been vacated by CEER.

Assuming no current or foreseeable ERDA need for the

TO (Name and unit)

INITIALS

DATE

REMARKS buildings and in view of the impending transfer of title to UPR of ERDA's Puerto Rico facilities, we are of the opinion that a use permit should be granted UPR. Appropriate action should be taken to maintain accountability of personal property, if any, remaining in the buildings. A determination should also be made

TO (Name and unit)

INITIALS

DATE

REMARKS that no radioactivity problems exist which would prohibit UPR's use.

Based on the assumption that without UPR occupancy the buildings would remain vacant, we believe UPR's assumption of responsibilities for maintenance, utilities, etc., would represent sufficient consideration for UPR occupancy and use.

FROM: (Name and unit)

for
Thos. H. Hardin
Director
Supply Division

REMARKS

We suggest that the Office of Chief Counsel be requested to prepare a use permit if you decide to grant the UPR request.

SEP 1 1976

PHONE NO.

8-31-76

DATE

8/31/76 AUP:JRL

V 9289

USE OTHER SIDE FOR ADDITIONAL REMARKS

GPO : 1971 O-345-859

PLANTS, LABS, BUILDINGS & LAND CEER

T. H. Hardin, Director
Supply Division

C. W. Hill
Chief Counsel

H. S. Oster, Director
Finance Division

Attached is a letter dated August 18, 1976, from CEER, ^{-OK} concerning the permissability of allowing the University of Puerto Rico to make use of building space being vacated by CEER prior to actual transfer of the facilities to UPR.

We would appreciate receiving in the very near future any comments and guidance you may have on this matter.

Attachment:
Ltr dtd 8-18-76, w/encl.

J. A. Lenhard
Director
R&TS Division

3-4657 8-26-76

V 9130 ⁸⁴⁹⁷

PLANNING DIVISION - 5 (P&MG)

OFFICE >	R&D BRANCH	R&TS DIVISION				
SURNAME >	<i>Yarbro</i> Yarbro:rq					
DATE >	8-26-76					

PUERTO RICO NUCLEAR CENTER

Operated by the

UNIVERSITY OF PUERTO RICO for the U.S. ENERGY RESEARCH and DEVELOPMENT ADMINISTRATION

Address reply to: Puerto Rico Nuclear Center, Caparra Heights Station, San Juan, P.R., 00935 — Cable: Nuclear, Puerto Rico

August 18, 1976

Mr. Joseph A. Lenhard
Director,
Research and Technical Support Division
Oak Ridge Operations Office
U.S. Energy Research and Development Adm.
P. O. Box E
Oak Ridge, Tennessee 37830

Dear Mr. Lenhard:

As a result of Program restructuring and reorientation, we have vacated the following buildings:

1. Nuclear Engineering Annex Building and Adjacent Storehouse.
2. Plant House - Agriculture Bio-Science Laboratory.
3. Small Laboratory Adjacent to Nuclear Engineering Annex Building.
4. Animal House - Annex to Bio-Medical Building in Rio Piedras.

In accordance with our plans for the programatic transfer of facilities to the University, the Chancellors of the Mayaguez and Medical Sciences Campuses have requested permission from President Morales Carrión to use these facilities. The use permit provides for assumption of responsibilities by the University of physical maintenance of buildings and grounds, an appropriate share of electrical power and water costs. In addition, the University will assume maintenance of air conditioning and similar electrical equipment which may be located in the above mentioned facilities.

Personnel security and ultimate responsibility for safe-guarding equipment continues to reside with CEER; however, immediate responsi-

PLANTS, LAOS, BUILDINGS & LAND

Y 90163777
5 (PRNC)
AUG 23 1976

Mr. Joseph A. Lenhard

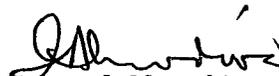
-2-

August 18, 1976

lity will be required from the users .

I have recommended to the President that upon clearance with your office authorization for the use of these facilities be granted. Please let us know whether this request meets the requirements of your office.

Sincerely yours,


Ismael Almodóvar
Director

IA:bgc.

17 de agosto de 1976

Dr. Arturo Morales Carrión
Presidente,
Universidad de Puerto Rico
Recinto de Río Piedras
Río Piedras, Puerto Rico

Estimado Dr. Morales Carrión:

Las peticiones de los Rectores Pietri Oms y Fernández Pabón para el uso de ciertas facilidades del Centro Energético han sido sometidas a Ud. luego de varias conversaciones y acuerdos preliminares entre las partes interesadas.

Por razón de ésto recomiendo que acepte las peticiones de los Sres. Rectores. En el día de hoy, mediante comunicación adjunta, he solicitado el concurso de la oficina de operaciones de Oak Ridge con el cual se podrían formalizar los acuerdos para el uso por los Recintos de Mayaguez y Ciencias Médicas de las facilidades del Centro Energético antes mencionadas.

Cordialmente,



Ismael Almodóvar
Director

IA:bgc.
Anexo