
BASIC ORDERING AGREEMENT BETWEEN

3M Company
Personal Safety Division
3M Center, Building 235-2W-70
Saint Paul, MN 55144-1000

AND

Battelle Energy Alliance, LLC
Idaho National Laboratory
2525 Fremont Avenue, P.O. Box 1625
Idaho Falls, ID 83415
On Behalf of ICPT for the U.S. Department of Energy

BASIC ORDERING AGREEMENT

INL-BOA-2017-01

This Basic Ordering Agreement (BOA) between 3M Company (hereinafter referred to as "Seller") and Battelle Energy Alliance, LLC, Idaho National Laboratory (hereinafter referred to as "INL") is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products and pricing listed in Attachment A.
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.doe.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. General Terms and Conditions (03/2012) are included in Attachment B, and made a part herein.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA (Agreement No. INL-BOA-2017-01) and Order Release No. [insert release no.] as required. The term of this BOA is seven years from the effective date of this BOA. Effective term of Agreement 02/01/2017, through 02/06/2023.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

The Contractor may cancel this BOA at any time upon 60 days written notice without further obligation, except for those obligations associated with any outstanding Contractor orders.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice
- Delivery location and schedule shall be negotiated for each order under this BOA.
- Invoicing address shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment A. The prices identified in Attachment A are firm for the effective period of this Agreement, described in Article 1 - Scope of Work, unless the Contractor is otherwise notified. The Seller reserves the right to change any price reflected in Attachment A provided that written or electronic notification is provided to the Contractor 30 days in advance of such change.

ARTICLE 4 – REPORTING

Seller shall report quarterly savings to the BOA administrator listed in Article 5. Savings shall be calculated two ways. First savings shall be calculated using price paid under GSA pricing, if no GSA pricing is available savings shall be calculated using price paid under previous price paid. Idaho National Laboratory (INL) shall have the right to conduct an audit of the Seller's records to validate the Seller's reported savings. INL shall provide the seller written notice of an audit twenty one (21) business days prior to the audit, and the audit shall be conducted between 8 A.M. and 5 P.M., Monday through Friday.

ARTICLE 5 - ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:
 Mr. Dan Kofoed
 Idaho National Laboratory
 PO Box 1625-1303
 Idaho Falls, ID 83415
 (208) 526-0214
 Dan.Kofoed@inl.gov

BOA Sellers Administrator's Address is as follows:
 Mr. Edward McCready
 3M Company
 3M Center, Building 235-2-W-70
 St. Paul, MN 55144
 (574) 948-8201
Ed.mccready@mmm.com

ARTICLE 5 – INCORPORATED DOCUMENTS

- Attachment A – ICPT/SCMC Pricing
- Attachment B – General Terms and Conditions (06/12)


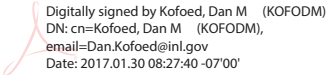
ARTICLE 6 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment A.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED;

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| 3M COMPANY | Battelle Energy Alliance, LLC |
| BY: <i>Edward N. McCready Jr</i> Edward N McCready Jr. | BY:   Digitally signed by Kofoed, Dan M (KOFODM) DN: cn=Kofoed, Dan M (KOFODM), email=Dan.Kofoed@inl.gov Date: 2017.01.30 08:27:40 -07'00' |
| TITLE: Account Services Manager | TITLE: Procurement Specialist |
| DATE: 1/30/2017 | DATE: 01/30/2017 |