

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between the Economic Development Authority of the City of Newport News, Virginia ("EDA") and the Southeastern Universities Research Association, Inc. ("SURA"), acting in its capacity as the management and operating contractor for the Thomas Jefferson National Accelerator Facility ("Jefferson Lab").

This Agreement specifies the operating and maintenance services ("O&M Services") and the environment health and safety ("EH&S") advisory services ("EH&S Advisory Services") to be provided by Jefferson Lab for the EDA's Applied Research Center Building ("ARC Building") in accordance with Lease No. REOSURA-5-97-C002 and its subsequent modifications thereto (collectively the "Lease")

The parties agree that Jefferson Lab shall provide the following O&M Services in accordance with its Department of Energy ("DOE") contract DE-AC05-84ER40150 (the "Contract"):

- Utilities (including water, sewer, electricity, and gas, but excluding permits required by regulatory agencies) - maintenance and verification of bills
- Security services
- Building maintenance (including electrical, mechanical, HVAC)
- Minor repairs and refurbishing (the annual fiscal year total of which is not to exceed the annual budget mutually agreed upon by the parties; to and include such services as interior painting, minor repairs to windows, walls, floors, carpeting, etc.)
- Janitorial Services
- Grounds maintenance
- Refuse removal, excluding controlled or regulated waste of tenants in the ARC Building other than Jefferson Lab ("Non-Lab Tenants")
- Pest control
- Internal moves and meeting set-ups
- Catering (non-exclusive but available to all tenants)
- Vending services (with segregated receipts)
- Shipping & receiving and mail distribution
- Elevator inspection and maintenance
- Fire alarm systems maintenance

The EDA agrees to reimburse Jefferson Lab for the reasonable cost of O&M Services provided for the ARC Building Non-Lab Tenants and unoccupied space. The parties agree that such cost shall be credited toward the Jefferson Lab monthly lease payments under the Lease.

The parties agree that Jefferson Lab shall provide EH&S Advisory Services to the EDA for space occupied by and activities performed by Non-Lab Tenants and make available to all Non-Lab Tenants Jefferson Lab's EH&S training programs. Advice and consultation to the EDA concerning space occupied and activities performed by Non-Lab Tenants shall be based upon practices and policies currently in use at Jefferson Lab and which are documented in the Jefferson Lab EH&S Manual, which shall be referenced in the Rules and Regulations attached to the leases of Non-Lab

Tenants. Jefferson Lab EH&S staff, in coordination with the EDA, shall conduct periodic advisory inspections of the premises and activities of Non-Lab Tenants. Non-Lab Tenants shall be notified of issues and recommendations resulting from these inspections. The EDA has and shall continue to provide in all tenant leases that the tenant must comply with all local, state and federal laws, statutes, ordinances, regulations and rules, as well as the Rules and Regulations of the ARC Building attached to each such lease.

The parties further agree that the EDA is responsible for (1) the structural integrity of the ARC Building; (2) the collection of rental receipts from ARC Building tenants; (3) the search for potential tenants to occupy vacant space to include Jefferson Lab's concurrence on proposed tenants; and (4) maintenance of liability and property damage insurance policies with DOE and SURA as additional named insureds.

The parties anticipate more detailed arrangements to supplement this Agreement covering the full scope of the collaborative efforts between and among the parties, consistent with the Contract and with the terms and conditions of the Lease. However, none of these supplemental agreements shall supersede, contradict, or take exception, to the terms of this Agreement

Economic Development Authority of the  
City of Newport News, Virginia

Southeastern Universities Research Center  
Association, Inc., acting in its capacity as  
the management and operating contractor for  
the Thomas Jefferson National  
Accelerator Facility

By: [Signature]  
Title: Secretary-Treasurer  
Date: 10-1-98

By: [Signature]  
Title: Associate Director for Administration  
Date: October 1, 1998