

AMENDMENT #1 TO
INTERAGENCY AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
OFFICE OF INFRASTRUCTURE AND FACILITIES MANAGEMENT
AND
THE UNITED STATES DEPARTMENT OF THE ARMY
SIGNED APRIL 11, 2003

I. The U.S. Department of the Army ("DA") and the U.S. Department of Energy, National Nuclear Security Administration ("NNSA") ("the Parties") executed an Interagency Agreement ("IA") on April 11, 2003. That IA is hereby amended pursuant to Article XII of the IA as follows:

II. Notwithstanding contrary language in IA, the parties agree that when NNSA requests services, USACE may supply those services by contract, including existing indefinite delivery / indefinite quantity contracts, or in-house effort. USACE will follow all DoD policies and procedures when supplying services by contract and will follow the Federal Acquisition Regulation and its applicable Supplements.

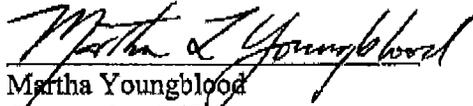
III. NNSA shall pay all costs associated with the DA's provision of goods or services under this IA. If liability of any kind is imposed on the United States relating to the DA's provision of goods or services under this IA, the DA will accept accountability for its actions, but the NNSA shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability, and all related costs. This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the NNSA have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, they remain responsible for seeking additional funds from Congress for such purpose, although nothing in this IA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

Notwithstanding the above, this IA does not confer any liability upon the NNSA for claims payable by the DA under the Federal Torts Claims Act. Provided further that nothing in this IA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this IA.

IV. EFFECTIVE DATE

This Amendment to the IA shall become effective when signed by both the NNSA and the DA.

National Nuclear Security Administration



Martha Youngblood
Contracting Officer
NNSA

U.S. Department of the Army



Dwight A. Beranek
U.S. Army Corps of Engineers
Deputy Director of Military Programs

DATE: 8/29/03

DATE: 9/2/03