

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

TAB	DESCRIPTION	ACTION
1	BOARD POLICY V.N. GRANTS AND CONTRACTS – FIRST READING	Action Item
2	BOARD POLICY V.T. FEE WAIVERS – FIRST READING	Action Item
3	FY2027 BUDGET REQUESTS	Action Item
4	FY 2027 CAPITAL BUDGET REQUESTS AND SIX-YEAR PLANS	Action Item
5	IDAHO STATE UNIVERSITY – CAES DISSOLUTION AND TENANT USE AGREEMENT AND RENAMING	Action Item

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

SUBJECT

Board Policy Section V. Subsection N.3. – Grants and Contracts – First Reading

REFERENCE

December 2011	Board approved the first reading to amend Board policy Section V.N.
February 2012	Board approved the second reading to amend Board policy Section V.N.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.N.

BACKGROUND/DISCUSSION

In February 2012, the Board approved the existing policy related to institution indirect cost rates. It provides that no cost recovery is allowed for grants and contracts with the Office of the State Board of Education, Division of Career Technical Education, and Division of Vocational Rehabilitation; sets the cost recovery rate for all other state entities at 20%; and provides a mechanism for state entities to request indirect cost waivers from institutions. Minutes from that meeting indicate the intention that all agencies governed by the Board may be exempt from indirect cost recovery. However, the other state agencies under the Board do not appear to have been specifically discussed.

This indirect cost rate has been a hardship for the Department of Education. As an example, in FY2024 the Department paid the college and universities over \$600,000 in indirect costs. This amendment to Board policy would allow the Department and other agencies under the Board to allocate more resources directly to the project's goals, ultimately leading to an increase in support of Idaho's schools, more successful outcomes, and a closer alignment to our fiscal priorities.

IMPACT

Updating this Board policy will allow state entities to negotiate the indirect cost recovery rate with institutions to ensure the amount recovered reflects actual costs incurred because of the applicable contract or grant. Similarly, revising the indirect cost recovery policy will ensure agencies can allocate more resources directly to the objectives of the applicable contract or grant.

ATTACHMENTS

Attachment 1 – State Board of Education Minutes from February 2012, Page 23
Attachment 2 – Policy V.N. Proposed Revisions – Clean Version
Attachment 3 – Policy V.N. Proposed Revisions – Redline Version

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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BOARD STAFF COMMENTS AND RECOMMENDATIONS

Board staff contacted the college and universities to gather feedback on the fiscal impact of the proposed changes to Policy V.N., in preparation for the BAHR meeting on August 6, 2025.

At the meeting, Boise State University, Idaho State University, Lewis-Clark State College, and the University of Idaho agreed to collaborate with the State Department of Education to determine which grants and contracts should be classified as pass-through funds and which incur indirect costs. For those with indirect costs, the State Department of Education as well as each institution will identify the applicable grants and contracts, after which a negotiated rate will be established between the institution and the State Department of Education.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of proposed amendments to Board Policy Section V.N. as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

M/S (Terrell/Soltman): To approve the second reading of the amendments to Board Policy V. B., D., and V., as presented. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item and indicated it was the second reading for these sections. There was no discussion.

2. Amendment to Board Policy – Section V.C. – Second Reading

BOARD ACTION

M/S (Terrell/Goesling): To approve the second reading of proposed amendments to Board Policy Section V.C., as presented in attachment 1. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy Section V.C. which currently places limitations on institution and agency spending authority, irrespective of legislative spending authority. There were no changes from the first reading and staff recommends approval. There was no discussion.

3. Amendment to Board Policy – Section V.N. – Second Reading

BOARD ACTION

M/S (Terrell/Soltman): To approve the second reading of proposed amendments to Board Policy Section V.N., as presented in attachment 1. The motion passed unanimously. Board member Luna was absent from voting.

Board member Terrell introduced this item as a second reading of Board policy V.N. He commented that staff concurs with all suggested changes from the University of Idaho except applying the 20% indirect rate between the Board office (or agencies governed by the Board) and an institution. Staff also revised reporting dates in paragraph 2 and 3.b.(2) from June to August. Staff recommends approval of the policy revisions as submitted.

Mr. Lewis asked for staff to comment on the indirect rate and any concerns. Mr. Freeman responded that historically the Board office has not paid an indirect rate for funds that flow through the office. The Board allocates those funds out and the institutions have not collected an indirect rate from those funds. Mr. Freeman commented in the process of updating and clarifying the Board policy, what they included in the policy is a clear statement that there is no indirect cost recovery for funds that flow through the office of the Board of Education or agencies governed thereby. Dr. Rush clarified there is no change in what the Board is doing presently, they are essentially aligning policy.

Dr. Goesling asked the University of Idaho for their response. Ron Smith from the University commented they are supportive of the language. Mr. Freeman pointed out a correction in the second reading which should read "Paragraph 3.a.1.i" instead of 3.a.1.

4. Amendment to Board Policy – Section V.R. – Second Reading

BOARD ACTION

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts

October 2025

1. Approval of Grant and Contract Applications

All applications for grants and contracts in excess of one million dollars (\$1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

- a. Agency to which application is made.
- b. Amount of the proposal.
- c. Period of the grant or contract.
- d. Purpose of the grant or contract.
- e. Nature of obligations including amount of funds involved or facilities to be committed.

2. Acceptance of Grants and Contracts

Grants and contracts accepted by an institution or agency shall be reported to the Board in August of each year, when the amount of the grant or contract award exceeds one million dollars (\$1,000,000). The following information must be provided:

- a. Name of grantor or contract.
- b. Amount of the grant or contract.
- c. Grant or contract period.
- d. Purpose of the grant or contract.
- e. Indicate nature of institution or agency's obligations in the form of dedicated funding or dedication of significant facilities.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts

October 2025

3. Facilities and Administrative Indirect Cost Recovery

- a. The following indirect cost recovery rates will be used by institutions and agencies under the governance of the Board for grant and contract services:
 - i. For grants and contracts with the federal government:
 - 1) The indirect cost recovery rates are those negotiated between the institution or agency and the federal government.
 - 2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
 - 3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.
 - ii. For state grants and contracts with or administered by a state agency under the governance of the Board including but not limited to the Office of the State Board of Education, the State Department of Education, the Division of Career Technical Education, the Division of Vocational Rehabilitation, Idaho Public Television, and the Public Charter School Commission, no indirect cost recovery is allowed unless the institution submits to the state agency an indirect cost rate proposal demonstrating that indirect costs will be incurred. In that event, the indirect cost rate shall be negotiated between the state agency and institution but shall be no more than eight percent (8%).
 - iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph (1) applies.
 - iv. For grants and contracts with any political subdivision of the State of Idaho as defined in Idaho Code §6-902(2):
 - 1) the indirect cost recovery rate is no less than twenty percent (20%) of the total direct cost unless the funding is federal pass through;
 - 2) If the funding is federal pass-through, then paragraph (1) applies.
 - v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.
- b. Reduction or Waiver of Cost Recoveries
 - i. Notwithstanding the indirect cost recovery rates established above, for good cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.

Idaho State Board of Education**GOVERNING POLICIES AND PROCEDURES****SECTION: V. FINANCIAL AFFAIRS****Subsection: N. Grants and Contracts****October 2025**

ii. Notwithstanding the indirect cost recovery rates established above, for good cause, the President of the Board and the Executive Director of the Board are individually authorized to reduce or waive indirect cost recoveries.

iii. Discretionary reductions or waivers of indirect costs must be reported to the Board office in August of each year.

4. Restrictions on Contract Services

- a. Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector.
- b. If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts

~~February-October 2025~~2012

1. Approval of Grant and Contract Applications

All applications for grants and contracts in excess of one million dollars (\$1,000,000) that require the institution or agency to dedicate current funds or facilities or will obligate the institution or agency or state to dedicate future funding or facilities require approval by the executive director. Cost sharing or other types of in-kind matching requirements are not considered as dedicated commitments. If there is no dedicated funding or facilities obligation, the application may be approved by the chief executive officer of the institution or agency or his or her designee. When requests for approval of such applications are presented to the executive director the following information shall be included:

- a. Agency to which application is made.
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Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts

February-October 20252012

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 - 2) The indirect cost recovery rate may vary from one classification (e.g. research, instruction, public service/outreach, etc.) to another, but institutions and agencies are encouraged to maximize indirect cost recovery rates.
 - 3) Institutions or agencies may accept indirect cost recovery rates below the institution's/agency's negotiated rate when federal laws, federal programs or policies of the federal agencies limit the rate.
 - ii. For state grants and contracts with or administered by a state agency under the governance of the Board including but not limited to the Office of the State Board of Education, the State Department of Education, the Division of Career Technical Education, the Division of Vocational Rehabilitation, Idaho Public Television, and the Public Charter School Commission~~the Office of the State Board of Education, the Division of Professional Technical Education, or the Division of Vocational Rehabilitation~~, no indirect cost recovery is allowed unless the institution submits to the state agency an indirect cost rate proposal demonstrating that indirect costs will be incurred. In that event, the indirect cost rate shall be negotiated between the state agency and institution, but shall be no more than eight percent (8%).
 - iii. Except as provided above, for grants and contracts with a State of Idaho office, department, agency, authority, commission, board, institution, hospital, college, university or other instrumentality thereof, the indirect cost recovery rate is twenty percent (20%) of the total direct cost; provided however, if the funding is federal pass-through, then paragraph (1) applies.
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 - v. For grants and contracts with private entities, whether for-profit or non-profit, indirect cost recovery shall be charged at the full indirect cost recovery rate proposed to the federal government at the last rate negotiation which represents the institution's full cost of doing business.
- b. Reduction or Waiver of Cost Recoveries

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

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~~February-October 2025~~2012

cause, the chief executive officer or his or her designee of the institution or agency is authorized to reduce or waive indirect cost recoveries.

- ii. Notwithstanding the indirect cost recovery rates established above, for good cause, the President of the Board and the Executive Director of the Board are individually authorized to reduce or waive indirect cost recoveries.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

Subsection: N. Grants and Contracts

~~February-October 2025~~2012

~~ii.~~iii. Discretionary reductions or waivers of indirect costs must be reported to the Board office in August of each year.

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- a. Research or consultant entities of agencies and institutions under the governance of the Board may not bid on contract services when it appears that the contract services are reasonably available from the private sector.
- b. If the product of contract work is to be privileged or its dissemination restricted, the agency or institution may not undertake the contract work without the written approval of the chief executive officer of the agency or institution.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

SUBJECT

Board Policy Section V. Subsection T. – Fee Waivers – First Reading

REFERENCE

February 2014	Board approved first reading of proposed amendments to Board policy V.T. which would align the fee waiver policy with recent federal legislation regarding waivers for veterans.
April 2014	Board approved second reading of proposed amendments to Board policy V.T. aligning the fee waiver policy with August 2014 federal legislation regarding waivers for veterans.
June 2020	Board approved partial waiver of the non-resident tuition caps established in Board policy V.T.2.b for student-athletes who have the option of an additional year of eligibility by NCAA or NAIA as a result of COVID-19 athletics program closures.
June 2021	Board approved a waiver of the non-resident tuition caps established in Board policy V.T.2.b. for the 2021-2022 academic year to accommodate those athletes in expanded rosters.
December 2023	Board approved first reading of proposed amendments to Board policy V.T. which would provide a clearer pathway for veterans.
February 2024	Board approved second reading of proposed amendments to Board policy V.T. providing a clearer pathway for veterans.
August 2024	Board approved first reading of proposed amendments to Board policy V.T to align with changes to Federal Law that went into effect July 1, 2024, that impacts the amount of tuition states can charge students who are residents of the Freely Associated States of Micronesia, the Marshall Islands and Palau.
October 2024	Board approved second reading of proposed amendments to Board policy V.T to align with changes to Federal Law that went into effect July 1, 2024, that impacts the amount of tuition states can charge students who are residents of the Freely Associated States of Micronesia, the Marshall Islands and Palau.

APPLICABLE STATUTE, RULE OR POLICY

Idaho State Board of Education Policy V.T. – Fee Waivers

BACKGROUND/DISCUSSION

The policy states: “Students Participating in Intercollegiate Athletics for the purpose of improving competitiveness in intercollegiate athletics, the universities

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

are authorized up to two hundred twenty-five (225) waivers per semester and, Lewis- Clark State College is authorized up to one hundred ten (110) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.”

LC State is requesting permanent change to the policy to increase its athletic waiver limit from 110 waivers per semester to 160 waivers per semester. This request is driven by the institution’s ongoing efforts to advance its Title IX plan and the recent addition of two new women’s sports: Dance (recognized as an NAIA sport) and Cheer (achieving recognized sport status next year).

EADA reports across Idaho sister institutions reveal similarities in the number of sports offered, but lower overall participant numbers for LC State. Increasing LC State’s athletic waiver limits will increase the institution’s ability to recruit and retain student-athletes and build-out the two new women’s sports teams (Dance and Cheer).

- Idaho State University: 15 varsity sports (9 women’s, 6 men’s) with 441 total participants.
- University of Idaho: 16 varsity sports (9 women’s, 7 men’s) with 412 total participants.
- Lewis-Clark State College: 15-16 varsity sports (8-9 women’s, 7 men’s) with 299 total participants.

Dance is fully recognized as a NAIA sport for LC State and Cheer will achieve this status next year. It is anticipated that these sports (once fully implemented) will increase overall athletic participation numbers by 20-30 participants.

The requested waiver increase equates to approximately 50% of LC State’s anticipated participant total, which aligns with the other institutions’ relative waiver percentage.

IMPACT

Advance Title IX compliance efforts through enhanced support for women’s athletics.

- Effectively recruit and retain student-athletes for the Dance and Cheer sport program additions (Projected 20-30 participants).
- Achieve parity with Idaho sister institutions in terms of athletic waiver support relative to participant numbers.
- Support institutional goals for student recruitment and retention through athletics.

Fiscal impact; Positive potential recruitment and retention

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENTS

- Attachment 1 – Letter of Support- Assistant Athletic Directors Alisha Alexander and Raymond Pedrina
- Attachment 2 – Policy V.T. Proposed Revisions – Clean Version
- Attachment 3 – Policy V.T. Proposed Revisions – Redline Version

BOARD STAFF COMMENTS AND RECOMMENDATIONS

Lewis-Clark State College's request to increase its athletic fee waiver limit is aligned with institutional efforts to enhance Title IX compliance and expand opportunities for women's athletics through the addition of Dance and Cheer programs.

The proposed increase from 110 to 160 waivers per semester reflects the projected growth in student athlete participation and brings LC State into greater alignment with waiver-to-participant ratios at peer institutions in Idaho.

The increase supports broader institutional goals related to student recruitment, retention, and athletic competitiveness, with minimal financial impact due to the targeted nature of the waiver expansion.

Board staff recommends approval.

BOARD ACTION

I move to approve the first reading of the proposed amendment to Board Policy V.T. Fee waivers as presented in Attachment 1.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEWIS-CLARK STATE COLLEGE
WARRIORS

July 8, 2025

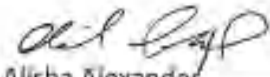
To: State Board of Education of the State of Idaho

From: Alisha Alexander, Assistant Athletic Director/Senior Woman Leader &
Raymond Pedrina, Assistant Athletic Director

We are writing this statement while serving in the capacity of co-interim athletic directors at Lewis-Clark State College. We fully endorse the proposal to increase the number of athletic waivers allotted to Lewis-Clark State College to better enrich the experience of the student-athletes.

LC State has made great strides in its Title IX plan with the addition of dance and cheer as varsity sports, and our coaches have made it a goal to increase their roster sizes to help align with Title IX efforts. With this, our student-athlete population has increased and will continue to do so. Our coaching staffs have also done a great job sharing how incredible both our institution and state are to those around the country and have recruited student-athletes from across the United State and across the globe, which also increases our need for these waivers.

Thank you,



Alisha Alexander
Assistant Athletic Director/Senior Woman Leader



Raymond Pedrina
Assistant Athletic Director

Lewis-Clark State College | 500 8th Ave. Lewiston, ID 83501 | 208-792-2471 |
www.lcsc.edu

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES**SECTION: V. FINANCIAL AFFAIRS****SUBSECTION: T. Fee Waivers**

October 2025

1. Purpose and Authority for Fee/Tuition Waivers

a. Definition

A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

b. Purpose

The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

- i. The enhancement of education opportunities for Idaho residents;
- ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
- iii. To contribute to the quality of educational programs;
- iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education; and
- v. To comply with Section 3679(c) of Title 38, United States Code, effective July 1, 2015, ("Section 3679(c)") which states that the Secretary of Veterans Affairs shall disapprove courses of education provided by public institutions if certain veterans and their dependents are charged non-resident tuition.
- vi. To comply with Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42) effective July 1, 2024 which states that "...for fiscal year 2024 and each fiscal year thereafter, the Government of the United States shall require as a condition of eligibility for a public institution of higher education in any State (as defined in section 103 of the Higher Education Act of 1965 (20 U.S.C. 1003)) that is not a Freely Associated State to participate in or receive funds under any program under title IV of such Act (20 U.S.C. 1070 et seq.), that the institution charge students who are citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic of Palau tuition for attendance at a rate that is not greater than the rate charged for residents of the State in which such public institution of higher education is located."

c. Authority

An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES**SECTION: V. FINANCIAL AFFAIRS****SUBSECTION: T. Fee Waivers**

October 2025

2. Waiver of Nonresident Fees/Tuition

Nonresident fees/tuition may be waived for the following categories:

a. Graduate/Instructional Assistants

Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

b. Students Participating in Intercollegiate Athletics

For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester, and Lewis-Clark State College is authorized up to one hundred sixty (160) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

c. Nonresident students who prove to the institution that they meet the eligibility criteria set forth under Section 3679(c) of Title 38, United States Code.

If a Section 3679(c) waiver is granted, and eligibility for veteran benefits concludes prior to completion of the degree sought, and a student has completed at least one semester at the institution, at the election of the institution, Section 3679(c) waiver eligibility may be extended through the duration of a student's program of study for up to three additional years to allow for degree completion. If a student receiving a waiver under this section has an institution-approved gap in education for a medical or other emergency, the institution may exercise discretion to reinstate the waiver.

d. Waivers to Meet Other Strategic Objectives

The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:

- i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
- ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.

e. National Student Exchange Program - Domestic

Waivers are authorized for nonresident students participating in this program.

f. Western Interstate Commission for Higher Education

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES**SECTION: V. FINANCIAL AFFAIRS****SUBSECTION: T. Fee Waivers**October 2025

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.

g. Institution Agreements

An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers

~~October 2024~~ October 2025

1. Purpose and Authority for Fee/Tuition Waivers

a. Definition

A fee/tuition waiver shall mean a reduction of some or all of the approved fees/tuition specified in Section V, Subsection R, attributable to a particular student as the cost for attending an Idaho institution of higher education.

b. Purpose

The purpose in authorizing fee/tuition waivers includes but is not limited to the achievement of the following strategic objectives:

- i. The enhancement of education opportunities for Idaho residents;
- ii. To promote mutually beneficial cooperation and development of Idaho communities and nearby communities in neighboring states;
- iii. To contribute to the quality of educational programs;
- iv. To assist in maintaining the cost effectiveness of auxiliary operations in Idaho institutions of higher education; and
- v. To comply with Section 3679(c) of Title 38, United States Code, effective July 1, 2015, ("Section 3679(c)") which states that the Secretary of Veterans Affairs shall disapprove courses of education provided by public institutions if certain veterans and their dependents are charged non-resident tuition.
- vi. To comply with Section 209 (b)(1)(E) of Title II of Division G of the Consolidated Appropriations Act of 2024 (Public Law 118-42) effective July 1, 2024 which states that "...for fiscal year 2024 and each fiscal year thereafter, the Government of the United States shall require as a condition of eligibility for a public institution of higher education in any State (as defined in section 103 of the Higher Education Act of 1965 (20 U.S.C. 1003)) that is not a Freely Associated State to participate in or receive funds under any program under title IV of such Act (20 U.S.C. 1070 et seq.), that the institution charge students who are citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or the Republic of Palau tuition for attendance at a rate that is not greater than the rate charged for residents of the State in which such public institution of higher education is located."

c. Authority

An institution shall not waive any of the applicable fees/tuition specified in Section V, Subsection R., unless specifically authorized in this subsection. Employee/Spouse/Dependent, Senior Citizen, In-Service Teacher Education, and Workforce Training Credit fees as authorized pursuant to Board policy V.R. do not constitute waivers.

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES

SECTION: V. FINANCIAL AFFAIRS

SUBSECTION: T. Fee Waivers

October 2024 October 2025

2. Waiver of Nonresident Fees/Tuition

Nonresident fees/tuition may be waived for the following categories:

a. Graduate/Instructional Assistants

Waivers are authorized for students employed as graduate assistants appointed pursuant to Section III, Subsection P.11.c.

b. Students Participating in Intercollegiate Athletics

For the purpose of improving competitiveness in intercollegiate athletics, the universities are authorized up to two hundred twenty-five (225) waivers per semester, and Lewis-Clark State College is authorized up to one hundred ~~ten~~ ~~(110)~~ sixty (160) waivers per semester. The institutions are authorized to grant additional waivers, not to exceed ten percent (10%) of the above waivers, to be used exclusively for post-eligibility students.

c. Nonresident students who prove to the institution that they meet the eligibility criteria set forth under Section 3679(c) of Title 38, United States Code.

If a Section 3679(c) waiver is granted, and eligibility for veteran benefits concludes prior to completion of the degree sought, and a student has completed at least one semester at the institution, at the election of the institution, Section 3679(c) waiver eligibility may be extended through the duration of a student's program of study for up to three additional years to allow for degree completion. If a student receiving a waiver under this section has an institution-approved gap in education for a medical or other emergency, the institution may exercise discretion to reinstate the waiver.

d. Waivers to Meet Other Strategic Objectives

The chief executive officer of each institution is authorized to waive nonresident fees/tuition for students, not to exceed the equivalent of six percent (6%) of the institution's total full-time equivalent enrollment. The criteria to be followed in granting such nonresident waivers shall be as follows:

- i. A waiver may be granted to place a nonresident student in an institutional program only when there is sufficient capacity in the program to meet the needs of Idaho resident students; and
- ii. A waiver may be granted only when its use is fiscally responsible to place a nonresident student in an institutional program in order to meet a strategic state and/or institutional need, as identified by the chief executive officer of the institution.

e. National Student Exchange Program - Domestic

Waivers are authorized for nonresident students participating in this program.

f. Western Interstate Commission for Higher Education

Idaho State Board of Education

GOVERNING POLICIES AND PROCEDURES**SECTION: V. FINANCIAL AFFAIRS****SUBSECTION: T. Fee Waivers****October 2024 October 2025**

Waivers are authorized for nonresident students participating in the Western Interstate Commission for Higher Education Professional Student Exchange Program and the Graduate Student Exchange Program. An institution may include a participating nonresident student in its enrollment workload adjustment calculation, provided the figure does not exceed the maximum approved for an institution by the Board.

g. Institution Agreements

An institution may request Board approval of agreements with other entities resulting in special fees if it is shown to meet a strategic or workforce need (e.g. reaching an underserved or isolated population) or to help facilitate collaboration between the public institutions as it relates to enrollment and course/degree completion. The discounted dollar value of these special fees shall be reported to the Board, for inclusion in the annual discounts and waivers report, in a format and time to be determined by the Executive Director.

BUSINESS AFFAIRS AND HUMAN RESOURCES
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AGENCIES AND INSTITUTIONS OF THE STATE BOARD

SUBJECT

FY2027 Budget Requests

APPLICABLE STATUTE, RULE, OR POLICY

Title 67, Chapter 35, Idaho Code

Idaho State Board of Education Governing Policies & Procedures, Section V.B.1.

BACKGROUND/ DISCUSSION

The Division of Financial Manager (DFM) issued a memo on May 29, 2025, providing guidance for the FY 2027 budget requests. The memo limits FY 2027 ongoing general fund budget requests to no more than maintenance of FY 2026 ongoing general fund appropriation. Budgets must include all maintenance items including a 1% CEC multiplier.

Due to lower-than-anticipated General Fund revenues and over \$450 million in approved tax relief, agencies are instructed to submit maintenance-only budgets. Budget growth will be limited to essential items such as employee compensation, health insurance adjustments, and non-discretionary cost increases.

The Governor's Office and the Division of Financial Management (DFM) have emphasized fiscal restraint, requiring agencies to prepare internal holdback scenarios of 2%, 4%, and 6% in anticipation of continued economic uncertainty. Additionally, FY 2026 supplemental requests should be considered only under extraordinary circumstances and must be pre-approved.

Line-item enhancement requests, including those from federal or dedicated sources, must be vetted and approved prior to submission. General Fund enhancement requests, with limited exceptions, will not be accepted. All budget requests must be submitted by August 29, 2025.

IMPACT

The FY2027 maintenance only budget requests will be submitted to DFM and LSO for consideration by the Governor for his FY2027 Budget recommendations and by the Joint-Finance Appropriations Committee for funding.

ATTACHMENTS

None

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends the Board delegate authority to the Executive Director to approve the FY 2027 base maintenance budgets submitted by each agency and institution. In the event the Governor's Office or Legislature requests additional line items for a specific agency or institution, the Executive Director would also be

BUSINESS AFFAIRS AND HUMAN RESOURCES
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authorized to approve those items. The motion also delegates authority to the Executive Director to revise budgets as necessary to comply with any guidance provided by the Division of Financial Management.

Board staff acknowledges and appreciates the very difficult work that has been done at each of the agencies and institutions in preparing their respective budgets.

Staff recommends approval.

BOARD ACTION

I move to delegate authority to the Executive Director to submit the FY 2027 maintenance of current operations budgets, as well as any Division of Financial Management approved line item requests, for agencies and institutions to the Division of Financial Management and the Legislative Services Office by the August 29, 2025, deadline, and to revise budgets as necessary to comply with any guidance provided by the Division of Financial Management.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

BUSINESS AFFAIRS AND HUMAN RESOURCES
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SUBJECT

FY 2027 Capital Budget Requests and Six-Year Plans

APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures, Section V.B.8. and Section V.K.

BACKGROUND/DISCUSSION

The capital projects request process is separate from the line-item budget request process. The Permanent Building Fund Advisory Council (PBFAC), which is supported by the staff of the Division of Public Works (DPW), has three major areas of focus when it considers and develops recommendations on institutional and agency requests for fiscal year construction projects: a) major new construction or remodeling projects, typically costing well over \$1M (referred to as “Capital” or “Part A” projects); b) smaller alteration and repair projects (referred to as “A&R” or “Part B” projects); and c) projects to comply with the Americans with Disabilities Act (“ADA” projects). The institutions must provide their detailed requests to DPW by August 1, accompanied by updates to the institutions’ rolling six-year capital project budget (“Part C”) plans. The PBFAC will hear agency/institution capital project, A&R, and ADA requests in October. Subsequently, DPW and the PBFAC will review all requests for projects involving Permanent Building Fund (PBF) dollars and will develop a list of recommended projects for all state entities to fit the projected available Permanent Building Funds for the upcoming legislative cycle. DPW will work with the Division of Financial Management (DFM) and the Legislative Services Office (LSO) to develop, in turn, the Governor’s recommendation and the Legislature’s appropriation for capital, A&R, and ADA projects. The construction and maintenance needs of the higher education institutions (with deferred maintenance needs estimated in hundreds of millions of dollars) far exceed the Permanent Building Funds available for rationing by the PBFAC, Governor, and Legislature.

This agenda item deals with Board approval only for the capital project (Part A) requests and projected six-year capital project plans (Part C) from the four-year institutions. Summaries of the community colleges’ capital project requests are provided for information only—those requests are vetted by the community colleges’ local boards of trustees prior to submission to PBFAC. This agenda item does not deal with A&R and ADA requests. Projects shown have been prioritized by each institution. The project descriptions provided below were prepared by the institutions.

In addition to A&R projects, the following capital requests were appropriated in the FY 2026 PBF budget (HB425):

Boise State University	2,500,000
Idaho State University	14,000,000
University of Idaho State	8,000,000

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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FY2027 Capital Project Requests:

Boise State University (BSU) has two major capital projects.

BSU's first project is for the Belmont Street Infrastructure - Exterior Project. This project includes the redesign and construction of new infrastructure on Belmont Street, including the addition of curb, gutter and sidewalks, which presently do not exist. The goal is to improve the streetscape so that it better aligns with the design and layout of Belmont, between S. Vermont Street and S. Michigan Avenue. The project is an estimated 1,000 square feet at a total cost of \$4.5M. BSU is requesting \$4M in PBF funds in FY 2027.

BSU's second project is Campus Spine Improvements. The Campus Spine is the university's primary pedestrian pathway, passing through the center of campus and adjacent to the most heavily trafficked buildings on campus. It currently exists as a series of interconnected walkways and road crossings without any sense of cohesion or directionality. The project will encompass approximately 4000 linear feet from Beacon Avenue at the South to Capitol Boulevard in the North at a total cost of \$3.0M. BSU is requesting \$2.5M in PBF funds in FY 27.

Idaho State University (ISU) has two major capital projects.

The first project is the new building for ISU program expansion on Twin Falls CSI campus. This project will provide expansion of Accelerated Nursing including 20 more students for regular Nursing and 20 for Accelerated Nursing. ISU needs a High flex Lab, Supply Storage, offices, touch down spaces for adjunct faculty, Distance Learning classrooms, a Nursing Lab, a conference room, copy and print room, testing room, student lounge/study area and break room. The total cost is projected at \$8M. ISU is requesting \$4M in PBF funds in FY27.

ISU's second project is the Public Private Partnership Student Housing Project. The new building will be approximately 98,000 square feet and will provide residential accommodations for approximately 350 students. The facility will include a mix of apartment-style units, common study areas, lounges, community kitchens, laundry facilities, and flexible space for student support services or retail. The project will be delivered through a public-private partnership (P3), with a private developer financing, building, and maintaining the facility, while ISU oversees student services and leasing.

The total project is projected at a cost of \$49M. ISU is not requesting PBF funds since institutions funds will pay for this project.

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University of Idaho (UI) has two major capital projects.

UI's first priority is for the Applied Engineering and Science Facility. This project constructs a new four-story state-of-the-art laboratory facility to expand undergraduate capacity while promoting robust, multi-disciplinary research programs across the Colleges of Engineering and Science in areas most critical to Idaho. The facility is approximately 100,000 GSF and includes both modular and traditional laboratory spaces. The total cost of the project is \$115M including \$50M in PBF funds. The PBF funds will be requested over two year with \$25M in FY27.

UI's second priority is for the Idaho Water Center Laboratory and Classroom Build Out. This project will renovate classroom and laboratory space to support medical education programs housed at the Idaho Water Center (IWC) building located in Boise, Idaho. The intent is that the new space will support future cohorts of physicians consistent with the direction of the Undergraduate Medical Education (UME) Working Group and health education development at the direction of the Board. The project is approximately 8,000 square feet at a total cost of \$8.5M and UI is requesting all in PBF funds in FY27.

Lewis-Clark State College (LCSC) has three major capital projects.

LCSC's first priority is the Sacajawea Hall – Perioperative/Surgical Technologist Addition. Sacajawea Hall is home to LC State's Nursing and Health Sciences Division. This project seeks to construct an addition to the building to facilitate creation of a Perioperative/Surgical Technologist program, which would encompass healthcare education programming ranging from workforce training certificate in perioperative nursing, to 2-year associates to bachelors and graduate level surgical care nursing education. The project is projected at a total cost of \$7.6M of which LCSC is requesting all in PBF funds in FY27.

LCSC's second priority is for the Sam Glenn Complex Remodel. This project includes life safety improvements, namely, completing installation of the fire sprinkler system (the building is only partially protected), and code-required upgrades to fire alarm systems. The work will also include replacing the failing plumbing, electrical, lighting, building insulation and HVAC systems as well as ceiling tile structure, installing new flooring/carpeting, window replacement, window enlargement, and additions, and addressing other minor repairs and painting needs. The ceiling tiles have a flaw in the design with the attachment method and need to be repaired as tiles are currently dislodging and falling at random times. This will be accomplished one floor at a time with the top floor being accomplished first. The project is projected at a total cost of \$11.8M of which LCSC is requesting all in PBF funds in FY27.

LCSC's third priority is for the Meriwether Lewis Hall – Systems Upgrade. This project proposes to remove this facility from the central boiler system and install a stand-alone hydronic heat system and chiller plant. Corroded system piping and plumbing piping would also be replaced. The project would also replace existing, original, ballasted lighting with new energy-efficient LED lighting. The project is

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projected at a total cost of \$9.775M of which LCSC is requesting all in PBF funds in FY27.

College of Southern Idaho has one major capital project.

The Shields Academic Building Renovation project will be a comprehensive renovation to reinforce structural systems; repair and upgrade aging communication, electrical, plumbing, and HVAC systems; replace worn finishes; remedy accessibility issues; and replace life safety systems. The building is 55 years old and is approximately 49,300 SF. The project is projected at a total cost of \$25M of which CSI is requesting all in PBF funds in FY27.

College of Western Idaho (CWI) has one major capital project.

CWI's project is the Multi-Purpose Classroom Building. CWI continues to expand additional teaching space. It is anticipated that this project will provide an additional 20-25 classrooms, with associated small group study rooms, and common area spaces that will further enhance the academic possibilities at CWI. The project is projected at a total cost of \$23M of which CWI is requesting all in PBF funds in FY27.

North Idaho College (NIC) has one major capital project.

NIC requests a new training facility for the Law Enforcement program which provides training to existing officers of law enforcement agencies in (North) Idaho and for NIC students seeking employment in Law Enforcement. The Basic Patrol Academy is recognized by the Idaho Peace Officers Standards and Training (POST) Council. The facility would include an EVOC (emergency vehicle operations course) as well as other training facilities such as classrooms and support spaces. This program is a requirement of the POST Training Academy and is currently being offered at the CDA airport. The project is projected at a total cost of \$15.3M of which NIC is requesting \$12M in PBF funds in FY27.

IMPACT

Only Board-approved major capital projects can be forwarded to the PBFAC. Following Board approval, DPW, PBFAC, DFM, and LSO will be informed of the Board's recommendations. A Board representative will brief the PBFAC on the Board's decision and any comments at the October PBFAC meeting, prior to agency presentations of their FY 2027 requests.

Board Policy V.K. requires institutions to bring their six-year capital project plans to the Board for review and approval at its regularly scheduled August meeting. These plans span six fiscal years going forward, starting with the upcoming fiscal year (FY 2027). Board approval of a six-year plan constitutes advance notice to the Board that an institution or agency may bring a request at a later date for approval for planning and design for one or more of the projects in the institution plan. The institutions can, and very frequently do, update years two through six components of their six-year plans, based on the approved funding and outcomes

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of their year one requests. Board approval of the six-year plans also allows the institutions to solicit and accept gifts in support of the projects listed in the approved plans.

ATTACHMENTS

Attachment 1 - FY 2027 Major Capital Request Summary
Attachment 2 - Boise State University Six-year Plan
Attachment 3 - Idaho State University Six-year Plan
Attachment 4 - University of Idaho Six-year Plan
Attachment 5 - Lewis-Clark State College Six-year Plan
Attachments 6 - Capital Project Summaries for Agencies & Institutions

STAFF COMMENTS AND RECOMMENDATIONS

Although current levels of funding from the PBF and other sources are not sufficient to meet the facility needs of the institutions, it is appropriate for the institutions and the Board to highlight the most urgent infrastructure needs in the system. An effective review and rationing system is in place to allocate available dollars to the highest need projects for the FY 2027 budget cycle. The FY 2027 capital project requests from the institutions are reasonable, and they reflect continuity with previous capital planning efforts. The longer-term wish lists in the rolling six-year capital plans, while largely hypothetical, are a useful advance planning tool.

The attached six-year capital project plans include new projects as well as updated cost estimates.

Staff recommends approval of the institutions' FY 2027 capital project requests and their six-year capital project plans.

BOARD ACTION

I move to approve the capital projects listed in the table in Attachment 1 from Boise State University, Idaho State University, University of Idaho, and Lewis-Clark State College and to submit projects requesting Permanent Building Funds to the Permanent Building Fund Advisory Council for the FY 2027 budget cycle.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

AND

I move to approve the Six-Year Capital Improvement Plans for FY 2027 through FY 2032 for Boise State University, Idaho State University, the University of Idaho, and Lewis-Clark State College, as provided in attachments 2 - 5.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

**State Board of Education
FY27 Major Capital Request Summary
(\$ in thousands)**

Board Priority	Institution/Agency & Project	Attachment 6 Page	Total Project Cost		FY 2027 Request
			Perm. Building Fund	Total Funds	
1	Boise State University				
2	1 Belmont Street Infrastructure - Exterior Project	1	4,000.0	4,500.0	4,000.0
3	3 Campus Spine Improvements	7	2,500.0	3,000.0	2,500.0
4	Idaho State University				
5	1 New building: ISU program expansion, Twin Falls CSI campus	13	4,000.0	8,000.0	4,000.0
6	2 Public Private Partnership Student Housing Project	15	-	49,000.0	-
7	University of Idaho				
8	1 Applied Engineering and Science Facility	18	50,000.0	115,000.0	25,000.0
9	2 Idaho Water Center Laboratory and Classroom Build Out	25	8,500.0	8,500.0	8,500.0
10	Lewis-Clark State College				
11	1 Sacajawea Hall – Perioperative/Surgical Technologist Addition	33	7,600.0	7,600.0	7,600.0
12	2 Sam Glenn Complex Remodel	35	11,800.0	11,800.0	11,800.0
13	3 Meriwether Lewis Hall – Systems Upgrade	37	9,775.0	9,775.0	9,775.0
14	College of Eastern Idaho				
15	1 No major capital projects				
16	College of Southern Idaho				
17	1 Shields Academic Building Renovation	39	25,000.0	25,000.0	25,000.0
18	College of Western Idaho				
19	1 Mult-Purpose Classroom Building	42	23,000.0	23,000.0	23,000.0
20	North Idaho College				
21	POST EVOC TRACK AND FACILITY	43	12,000.0	15,300.0	12,000.0
22					
23	Total		\$ 158,175.0	\$ 280,475.0	\$ 133,175.0

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 2

SIX-YEAR CAPITAL IMPROVEMENT PLAN FY 2027 THROUGH FY 2032									
Institution: Boise State University									
Project Title	Est. Cost	Prev. Fund.	FY2027 Total	FY2028 Total	FY2029 Total	FY2030 Total	FY2031 Total	FY2032 Total	FY2032 Total
Statewide Deferred Maintenance	90,000,000	30,000,000	30,000,000	30,000,000					
Albertsons Stadium - North End Zone Expansion**	65,000,000	5,000,000	60,000,000						
MCMR - Third Floor Laboratories	3,500,000	3,500,000							
Construction Management Building*	8,000,000	0	8,000,000						
Science Research Building	130,000,000	30,936,000	32,000,000	30,000,000	37,064,000				
Riverfront Plaza	1,700,000	1,200,000	500,000						
Belmont Improvements	4,500,000	0	500,000	4,000,000					
Campus Spine Improvements	3,000,000	0	200,000	1,800,000	1,000,000				
University Drive Improvements	2,000,000	0	1,000,000	1,000,000					
Auxiliary Gym Renovation**	12,000,000	0	0	6,000,000	6,000,000				
Biomechanics Research Lab	8,000,000	0	0	4,000,000	4,000,000				
Lusk Area Development*	10,000,000	0	0	10,000,000					
HML Addition and Renovation	3,000,000	0	0	3,000,000					
Faculty and Staff Housing Development*	12,000,000	0	0	8,000,000	4,000,000				
Administrative Operations Consolidation	22,000,000	0	0	0	2,000,000	20,000,000			
Riverfront Hall - Remodel and Renewal	25,000,000	0	0	0	5,000,000	10,000,000	10,000,000		
Athletic Facilities and Title IX Upgrades	5,500,000	0	0	0	0	2,000,000	2,000,000	1,500,000	
Hemingway Building - Remodel and Renewal	5,800,000	0	0	0	0	5,800,000			
Existing Science Building Renovation	30,000,000	0	0	0	0	5,000,000	25,000,000		
Connection between Friendship Bridge/Quad	2,000,000	0	0	0	0	1,000,000	1,000,000		
Parking Structure	50,000,000	0	0	0	0	0	0	25,000,000	25,000,000
Health Sciences Building	55,000,000	0	0	0	0	0	0	0	55,000,000
Morrison Center Addition and Renovation	45,000,000	0	0	0	0	0	0	0	45,000,000
Total	593,000,000	70,636,000	132,200,000	97,800,000	59,064,000	43,800,000	38,000,000	26,500,000	125,000,000
*May entail a non-State Entity and/or public-private partnership delivery model.									
**Component of the Athletics Master Village Plan									

Agency Head Signature:

Date:

ATTACHMENT 3

SIX YEAR PLAN FY 2027 THROUGH FY 2032

CAPITAL IMPROVEMENTS

[illegible]

Date: _____

BUSINESS AFFAIRS AND HUMAN RESOURCES

AUGUST 20, 2025

ATTACHMENT 4

SET C: SIX YEAR CAPITAL IMPROVEMENT PLAN
(Anticipated Capital Projects greater than \$2 mil Total Project Cost)
FY 2027 THROUGH FY 2032

Institution: University of Idaho

FY2027 Submittal 8 Jul 25

Project Title	Est. Cost	Prev. Fund.	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032
1 Joint Military Science Education & Training and Veterans Assistance Center PBF FY2026 Funding Allocation of \$ 8 mil, UI Funds \$1 mil, Gift Campaign in Progress. Listed in LRCDP "Priority Projects," June 2025	15,840,000	9,000,000	6,840,000					
2 Nez Perce Drive Reconfiguration and Rebuild FY2027 A&R Request Priority 01	2,847,400	2,097,400	750,000					
3 Energy Plant Ash Handling System Upgrades MIED1/SPUPI FY2023 CapEx 23-102	2,726,900	256,200	2,470,700					
4 Applied Engineering and Science Facility FY2027 Maj Cap Request Priority 01. Listed in LRCDP "Priority Projects," June 2025	115,000,000	0	30,000,000	85,000,000				
5 Idaho Water Center School of Health and Medical Professions Improvements FY2027 Maj Cap Request Priority 02	8,500,000	0	8,500,000					
6 West Campus Parking Improvements FY2027 A&R Request Priority 05	5,187,500	0	1,687,500	1,750,000	1,750,000			
7 UI Children's Center Listed in LRCDP "Priority Projects," June 2025	25,000,000	0	25,000,000					
8 Vandal Tennis Center, Ph. 1 Listed in LRCDP "Priority Projects," June 2025	5,000,000	0	5,000,000					
9 Wood Boiler Capital Renewal Phase 1 MIED1/SPUPI FY2025 CapEx 25/1-101	3,264,000	363,000		2,901,000				
10 College of Natural Resources Building Renovation Listed in LRCDP "Priority Projects," June 2025	30,000,000	0		7,500,000	22,500,000			
11 Undergraduate Apartment Housing, Ph 1 Housing and Auxiliary Facilities Improvements Initiative Priority 2	40,000,000	0		40,000,000				
12 Wallace Residence Center Dining Facility Renovations Supports Housing and Auxiliary Facilities Improvements Initiative Priority 2	25,000,000	0		25,000,000				
13 McCall Field Campus Improvements Teaching and Learning Center	5,300,000	0		5,300,000				
14 Memorial Gymnasium Renovation and Improvements, Locker Room Level Listed in LRCDP "Priority Projects," June 2025	15,500,000	0		15,500,000				
15 Student Recreation Center Expansion Listed in LRCDP "Priority Projects," June 2025	25,000,000	0		25,000,000				
16 ASUI Kibbie Activity Center Electrical Service Replacement MIED1/SPUPI FY2023 CapEx 23-317 CP230047,	5,064,000	126,700			4,937,300			
17 Domestic Waterline Replacement Arboretum to Blake Avenue MIED1/SPUPI FY2025 CapEx 25/4-047	3,227,400	0				3,227,400		
18 Undergraduate Apartment Housing, Ph 2 Housing and Auxiliary Facilities Improvements Initiative Priority 2	40,000,000	0				40,000,000		
19 Vandal Athletic Center Renovation and Expansion Listed in LRCDP "Priority Projects," June 2025	80,000,000	0				80,000,000		
20 Vandal Wellness Center Listed in LRCDP "Priority Projects," June 2025	35,000,000	0				15,000,000	20,000,000	
21 West Farm Primary Distribution Improvements Proposal A UI CP TBD, MIED1/SPUPI PN TBD	11,649,900	0					11,649,900	
22 Idaho Center for Agriculture, Food, and Environment (CAFE), Food Processing Pilot Facility at CSI, Twin Falls	5,000,000	0					5,000,000	
23 Legacy Crossing Academic Building Listed in LRCDP "Priority Projects," June 2025	80,000,000	0					25,000,000	55,000,000
24 6th Street Pedestrian Mall Conversion Listed in LRCDP "Priority Projects," June 2025	7,500,000	0						7,500,000
25 Memorial Gymnasium Renovation and Improvements, Performance Court Listed in LRCDP "Priority Projects," June 2025	10,500,000	0						10,500,000
26 Vandal Tennis Center, Ph. 2 Listed in LRCDP "Priority Projects," June 2025	20,000,000	0						20,000,000
26 P1FCU Kibbie Dome West Concourse Addition and Improvements # Listed in LRCDP "Priority Projects," June 2025	151,000,000	0						
27 Legacy Crossing Mixed Use Building # Listed in LRCDP "Priority Projects," June 2025	75,000,000	0						
Totals:	848,107,100	11,843,300	80,248,200	207,951,000	29,187,300	138,227,400	61,649,900	93,000,000

Project schedule is TBD and dependent upon funding availability.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025
CAPITAL BUDGET REQUEST
SIX-YEAR PLAN FY 2027 THROUGH FY 2032
CAPITAL IMPROVEMENTS

ATTACHMENT 5

AGENCY: **Lewis-Clark State College**

PROJECT DESCRIPTION/LOCATION	FY 2027 \$	FY 2028 \$	FY 2029 \$	FY 2030 \$	FY 2031 \$	FY 2032 \$
Sacajawea Hall Peri-Operative/Surgical Tech Addition	\$7,600,000					
Sam Glenn Complex Remodel	\$11,800,000					
Meriwether Lewis Hall Updates		\$14,845,000				
Talkington Hall Remodel		\$16,035,900				
Administration Building Updates		\$5,265,000				
Reid Centennial Hall Remodel			\$23,660,000			
Center for Student Athlete Success			\$34,666,800			
Central Heat Plant				\$37,044,000		
Living/Learning Center & General-Purpose Facility					\$30,870,000	
CTE/WFT						\$30,870,000
TOTAL	\$19,400,000	\$36,145,900	\$58,326,800	\$37,044,000	\$30,870,000	\$30,870,000

Agency Head Signature: 

Date: 07/11/25

MAJOR CAPITAL BUDGET REQUEST #1

FY 2027

CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

Project Title: Belmont Street Infrastructure - Exterior Project

Institution/Agency: Boise State University

Project Description:

Over the last two decades, the campus has grown and expanded into the Board-approved South Expansion Area. Most of the original structures have been demolished and new campus buildings or uses have replaced them. These include the Micron Center for Materials Research, Leatherman Peak and the Environmental Research Building. Construction has begun on the new ESI Construction Management Building and in the next two years, ground will break for the new state of the art science research building.

Despite all the new construction in the expansion area, many of the roads in that vicinity do not adequately serve students and the campus community. Most remain in the condition they were in when vacated by the Ada County Highway District and lack curb, gutter and sidewalks. As such, this section of campus creates numerous safety and aesthetic concerns, and the university would like to enhance the streetscapes as envisioned in the Campus Master Plan.

Project Scope:

This project includes the redesign and construction of new infrastructure on Belmont Street, including the addition of curb, gutter and sidewalks, which presently do not exist. The goal is to improve the streetscape so that it better aligns with the design and layout of Belmont, between S. Vermont Street and S. Michigan Avenue.

Preliminary drawings that indicate the type of improvements are shown in Figure 1.



Fig.1: Design Inspiration and Proposed Scope of Work

Estimated Project Size:

- Approx. 1000 Feet, between Vermont Street and Grant Avenue

Project Components:

- Streetscape Improvements that include:
 - Finished sidewalks, allowing for safer pedestrian and bicycle access
 - New curb and gutter
 - New irrigation and landscaping similar to the existing conditions on Belmont Street between S. Michigan Avenue and S. Vermont Street

Estimated Project Cost:

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$4,000,000
Bond, Donor and other University Funds	\$500,000
Total Estimated Cost	\$4,500,000



Fig. 2.1: Desired Streetscape: Belmont between S. Michigan Ave and S Vermont St



Fig. 2.2 Desired Streetscape: Belmont between S. Michigan Ave and S Vermont St



Fig. 3.1 - Streetview: Project location, Belmont looking East



Figure 3.2 - Streetview: Project location, Belmont and Grant Intersection

Existing Program:

Figures 2.1 and 2.2 show the desirable conditions of an improved roadway on campus. This is the section of Belmont between the NORCO Building and the Recreation Center. Figures 3.1 and 3.2 display the inconsistency and lack of infrastructure in the proposed project location. Each day, these conditions require students to walk within operating streets and not on dedicated sidewalks or pathways. Additionally, the existing conditions create an appearance unbefitting of a university campus. This area is near our southern boundary, is adjacent to the Alumni and Friends Center and the soon-to-be-constructed science research building.

Impact on Operating Budget:

The university already plows and maintains this roadway. New concrete and asphalt will lessen the requirement to patch the road. Without gutters or sidewalks there is no way to prevent dirt, leaves and other debris from migrating to the road and running into the storm drains. These improvements will help mitigate costs to clear blocked drains and will lessen the frequency for sweeping the roads.

Consequences:

Not improving these campus-owned streets presents significant life safety concerns for the students, faculty and staff that navigate campus - particularly those on foot or bicycle. These improvements will create a transportation network that's appropriate and supportive of the daily activities on campus. Failing to improve these streets also sustains an unfavorable appearance for the part of our growing campus, not to mention potential liability. In addition, these improvements will help to address ADA and accessibility concerns in this portion of campus.

Strategic Plan Goal:

This project aligns best with Goal 4, "Foster Thriving Community" of the Boise State University Strategic Plan "Blueprint for Success" in particular supporting strategy 1 "advance a learning and working environment dedicated to the flourishing... of students, faculty, staff, alumni and friends of the university" and strategy 4 "foster a sustainable campus that is both environmentally and socially responsible."

In addition, these improvements were shown in the 2015 Master Plan and have been noted in the 2025 Master Plan update.

Anticipated Measured Outcome:

If funded safety, accessibility and aesthetics will be improved, enhancing the experience for students, faculty, staff and visitors in this area.

Costs:

The estimated one time costs are \$4,500,000 for the improvements. Maintenance and operation costs for landscaping will increase slightly but road maintenance costs are anticipated to remain similar to existing costs.

Who is Being Served:

These improvements will serve students, faculty, staff, campus visitors and neighboring communities. This corridor is close to both the Stadium and the Extra Mile Arena, which sees thousands of visitors annually, and improving this streetscape will greatly improve the experience for these visitors too.

MAJOR CAPITAL BUDGET REQUEST #2

FY 2027

CAPITAL IMPROVEMENT PROJECT DESCRIPTION
(New Buildings, Additions or Major Renovations)

Project Title: Campus Spine Improvements

Institution/Agency: Boise State University

Project Description:

The Campus Spine is the university's primary pedestrian pathway, passing through the center of campus and adjacent to the most heavily trafficked buildings on campus. It currently exists as a series of interconnected walkways and road crossings without any sense of cohesion or directionality.

Many sections of the Spine will be subject to demolition and replacement as the university upgrades its steam tunnel system. This steam tunnel effort is part of the statewide Deferred Maintenance program. Rather than installing plain concrete in a patchwork fashion - as the current project scope and budget allow - there is an opportunity to rethink the entire stretch of walkway to make it look cohesive, assist with wayfinding and to create a signature and seamless pedestrian experience for students and visitors to campus. Additionally, this work will improve pedestrian safety by creating better separation of bicycle traffic and foot traffic along the Spine.

This project will also enable better utilization of key nodes and intersections along the Spine that act as formal and informal gathering places. Conceptual ideas for these locations can be seen in Figures 2-5.

Project Scope:

Estimated Project Size:

- Approx. 4000 linear feet, from Beacon Avenue at the South, to Capitol Boulevard in the North - see Figure 1.

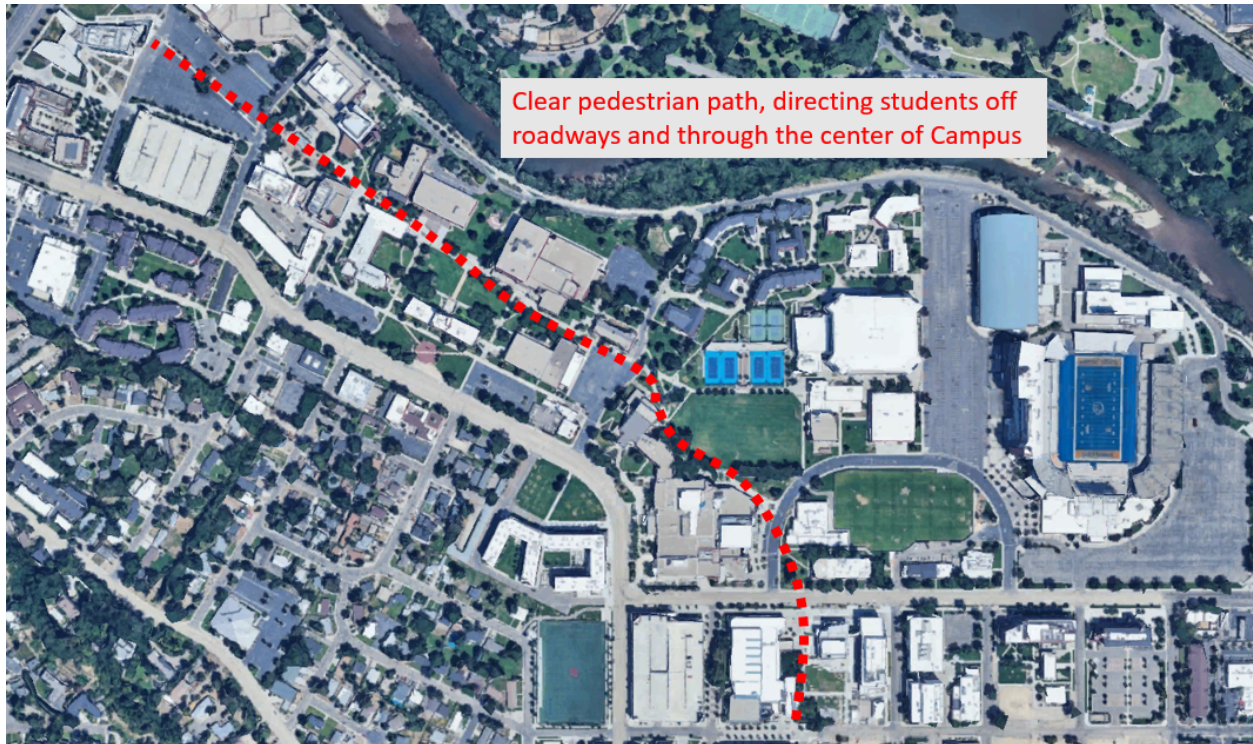


Fig.1: Proposed Scope of Work - Spine Location

Primary Project Components:

- Combination of concrete and permeable pavers on the pedestrian and bicycle pathways
- The use of seating and/or landscaping to create separation between pedestrian and cyclists

Secondary components

- Activity nodes at key areas along the spine that may include additional bike parking, built-in seating areas and improved engagement hubs

Estimated Project Cost:

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$2,500,000
Bond, Donor and other University Funds	\$500,000
Total Estimated Cost	\$3,000,000



Fig. 2: Conceptual Spine Improvements - Illustrative and Site Specific (Student Union)

Existing Program and How it Will be Improved:

This project will replace uneven and deteriorating concrete and will promote better wayfinding and will address accessibility and ADA concerns. In addition, these improvements will provide a unique visitor experience, especially for prospective students and their parents. The pavers also allow a partially pervious surface, allowing for quick water runoff and snow melt.

Impact on Operating Budget:

New concrete and pavers will require less upkeep than uneven and deteriorating concrete. Currently, Facilities, Operations and Maintenance (FOM) patches concrete as needed and grinds the areas where the concrete has heaved to mitigate trip hazards and to maintain accessibility.

Consequences:

If this work is not funded, FOM will have to continue to replace individual sections of concrete or grind the areas that have heaved.

Strategic Plan Goal:

This project aligns with the 2015 master plan and has also been identified on the current master plan update. It also supports the university's strategic plan *Blueprint for Success*, primarily Goal 4 (Foster Thriving Community), strategy 2 (Create a comprehensive, whole-employee experience that aligns university resources and is designed to enhance employee well-being and career growth at the university) and strategy 4 (Foster a sustainable campus that is both environmentally and socially responsible).

Anticipated Measured Outcome:

If funded, the experience for students, faculty, staff and visitors will be improved, helping with attraction and the retention of students.

Costs:

The initial cost is estimated at \$3,000,000. Ongoing and maintenance costs are expected to remain roughly the same for snow removal and daily maintenance but repair costs are anticipated to decrease.

Who is Being Served:

Students, faculty, staff, visitors, prospective students and the community around the campus will benefit from these improvements. Motorists will benefit if cyclists and pedestrians opt to utilize the spine to traverse campus, rather than on University Drive.

Additional Conceptual Images for the Campus Spine:

The following images illustrate some of the improvements that have been conceptualized in key areas along the spine. These include areas with better seating, additional bike parking and enhanced student engagement nodes, whilst still prioritizing easy, multi-modal traffic flow along the spine.



Fig. 3: Conceptual Hub: Improved Experience in the Quad



Fig. 4: Conceptual Hub: Bike Shelters Close to Walkway, Housing and Student Union

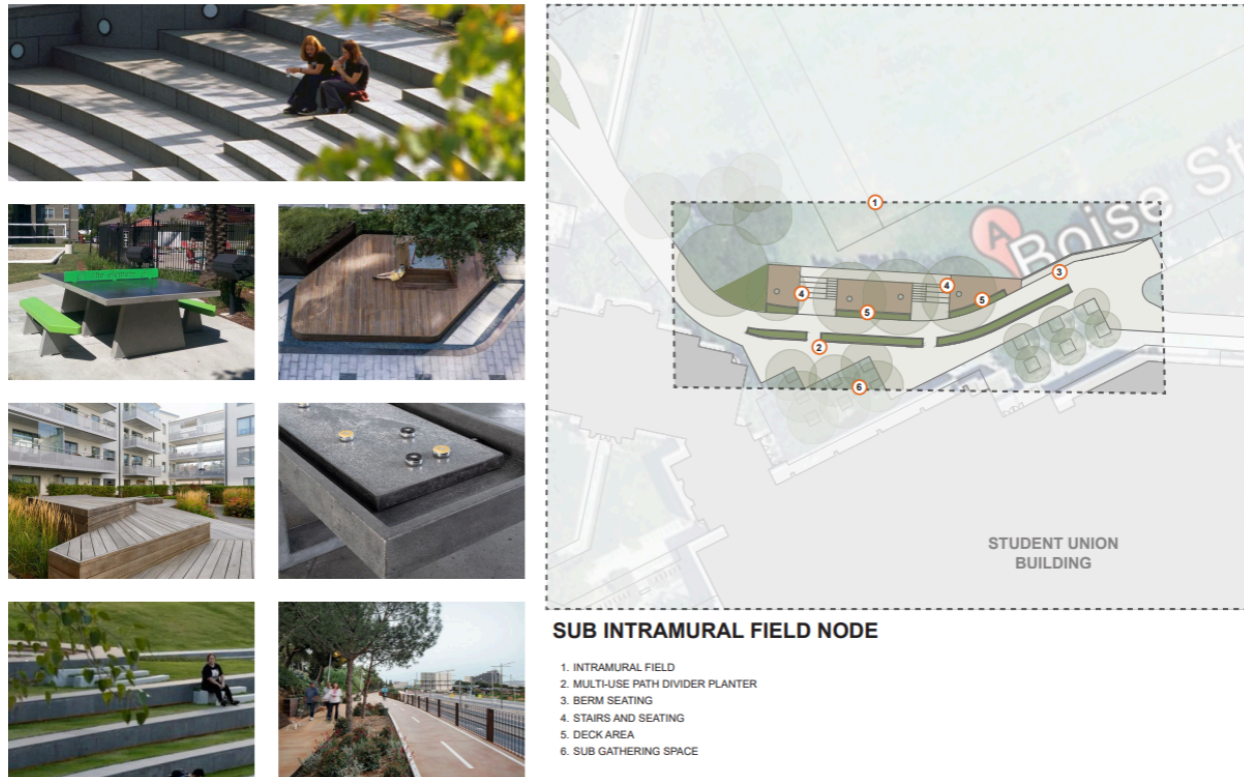


Fig. 5: Conceptual Hub: Improved Seating at the Rec Field outside the Student Union

[AGENCY: Idaho State University	PROJECT PIUORITY: 1
PROJECT DESCRIPTION: New building for ISU program expansion on Twin Falls CSI campus	
ADDRESS /LOCATION: TBD/ Adjacent to the existing Evergreen Building (Address T.B.D.)	
[CONTACT PERSON: Mark Anderson	PHONE:208-282-4621

PROJECT JUSTIFICATION: (Specify the authority in statute or rule that supports this request)

(A) Describe in detail what the project is.

Idaho State University continues making significant strides to directly respond to the unique needs of the Twin Falls communities and surrounding principalities. This work remains focused on evaluating and expanding program offerings and strategic partnership opportunities with the College of Southern Idaho, local industry, and businesses.

As outlines in ISU's strategic plan for Idaho Falls and Twin Falls, ISU's goal is to bolster and tailor academic programs, research initiatives, and outreach efforts to address local needs and institutional partnerships. This approach enhances the relevance and impact of the institution, ultimately contributing to the social and economic vitality of the regions ISU serves. This building will allow ISU to bolster growth in existing programs, create capacity for new programs and enhances the partnership between CSI and ISU.

This project is a direct outcome of the renewed commitment of CSI and ISU to work together to enhance the educational capacity in Twin Falls and surrounding communities in meeting the needs of workforce, industry, and communities. This project allows for the expansion of the existing partnership program, future program partnerships, increased access for transfer students, expansion of nursing and medical lab science education, academic advising and student support services. Further, this project increases feasibility for ISU's expanded services and education opportunities to the communities of Burley, Jerome and other rural communities across the Magic Valley.

(B) What is the existing program and how will it be improved?

Existing programs for Nursing: ISU hLabs

as been using space on CSI's campus. CSI is growing and can't guarantee that ISU can continue to use their lab next summer. CSI teaches the first two years, while ISU teaches all four. ISU has a partnership with St. Lukes for using only (2) high fidelity sim people versus the (6) we need. ISU ends up turning away a lot of qualified applicants for these programs. ISU is broadcasting to 4 sites in the State. (Twin, IF, Pocatello, Meridian?)

MOU's are in place to matriculate students directly from the (2) year into ISU's programs for (4) year degree-seeking students with programs addressing the regions needs for health professions, engineering, and teacher education. The addition of this building will create greater capacity to expand existing and new programs in partnership with CSI.

New ISU expansion of Accelerated Nursing will immediately include 20 more students for regular Nursing and 20 for Accelerated Nursing: ISU needs a High flex Lab, Supply Storage, offices, touch down spaces for adjunct faculty, Distance Learning classrooms, a Nursing Lab, a conference room, copy and print room, testing room, student lounge/study area and break room.

Existing programs for Education: ISU has an active College of Education program in Twin Falls that brings students in for an educator's club meeting and delivers programming mostly via Zoom platform to three campuses Twin, Idaho Falls and Pocatello. They have teachers who come in and need to broadcast classes from a Zoom room instead of a large classroom. The programs are taught in the evenings.

New expansion of the education program needs to include: Small private student space for proctored exams, that could be used as a conference room. Touch down space and offices for 10-15 Adjuncts depending on the semester. New full time Faculty are already scheduled to join our team in the Fall of 2025. and there is need for more space for the full array of teacher education courses and degrees delivered from Twin Falls via distance learning classrooms. Additional space is needed for student cohorts and instructor led student learning communities.

- (C) What will be the impact on your operating budget?
We already have facilities personnel working in Twin Falls Campus that could support this building. The proposed building size, coupled with our long-standing relationship (shared building space) with CSI will mean minimal increases in FTE. Though there will be incurred costs of ownership and maintenance of an ISU building, some of these costs will be offset by current funds for leased space on the CSI campus.
- (D) What are the consequences if this project is not funded?
Some programs will be capped and can't expand. Others may lose their shared spaces due to program expansion in CSI programs such that we don't have enough space for both programs. Long term capacity for ISU program expansion in Twin Falls and the Magic Valley will be limited.
- (E) Please identify the performance measure, goal, or priority this request is intended to improve in the strategic plan or performance measurement report.
This request aligns with ISU's strategic plan and commitment to serve region IV and the southern portion of the state of Idaho.
- (F) What is the anticipated measured outcome if this request is funded?
Increased student numbers, program offerings and additional articulation agreements between ISU and CSI.
- (G) Detail any current one-time or ongoing Operating Expenditures or Capital Outlay and any other future costs.
Future capital outlay will be provided by ISU internal funding and this Request for state Capital Funds to build the new facility
- (H) Who is being served by this request and what is the impact if not funded?
Current and future CSI and ISU students across the Magic Valley is the audience served by this request.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:

Land	<u>Building site on CSI's Campus (MOU)</u>
A&E Fees	\$ 540,000
Construction	\$5,575,000
Contingency/Esc	\$1,244,000
FF&E	\$ 641,000
Asbestos	
Other	
Total	\$ <u>\$8,000,000</u>

FUNDING:

PBF	<u>\$4,000,000</u>
General Account	
Agency Funds	<u>\$4,000,000</u>
Federal Funds	
Other	
Total	<u>\$8,000,000</u>

[**AGENCY:** Idaho State University

PROJECT PRIORITY: 2

PROJECT DESCRIPTION: Public Private Partnership Student Housing Project

ADDRESS / LOCATION: TBD

[**CONTACT PERSON:** Mark Andersen

PHONE:208-282-4621

(A) Describe in detail what the project is.

Idaho State University (ISU) proposes the construction of a new on-campus student housing facility to help address the growing demand for modern, affordable student housing. The new building will be approximately **98,000 square feet** and will provide residential accommodations for approximately **350 students**. The facility will include a mix of apartment-style units, common study areas, lounges, community kitchens, laundry facilities, and flexible space for student support services or retail. The project will be delivered through a public-private partnership (P3), with a private developer financing, building, and maintaining the facility, while ISU oversees student services and leasing.

(B) What is the existing program and how will it be improved?

ISU currently operates a limited number of on-campus beds, many of which are in aging facilities that no longer meet the expectations of today's students. The current inventory cannot meet demand, especially for upperclassmen and out-of-area students seeking a supportive, on-campus living experience. This project improves the program by adding 350 modern, competitive beds with updated amenities, helping improve retention, student satisfaction, and engagement with campus life.

(C) What will be the impact on your operating budget?

Because this project is being delivered via a public-private partnership, the impact to ISU's general operating budget will be minimal. The private partner will bear the cost of construction and long-term maintenance. ISU's operational responsibilities (e.g., student services, marketing, occupancy management) will be supported through housing revenues generated from student leases. No general fund dollars are anticipated for construction or major maintenance.

(D) What are the consequences if this project is not funded?

If the project is not funded, ISU will remain constrained by its current housing capacity. This will limit ISU's ability to recruit and retain students who prefer or need on-campus housing, particularly out-of-state, international, and first-generation students. The university could also face increasing pressure from a tight local housing market, with limited options that may not meet student needs for affordability, proximity, or

safety.

(E) Please identify the performance measure, goal, or priority this request is intended to improve in the strategic plan or performance measurement report.

This project directly supports **Goal 1 of the ISU Strategic Plan: Student Success and Access**, with a focus on increasing student engagement, retention, and graduation rates. It also aligns with **State Board of Education priorities** related to improving educational access and campus environments that promote learning and well-being.

(F) What is the anticipated measured outcome if this request is funded?

Measured outcomes include:

- 350 additional on-campus beds available
 - A projected 5–10% increase in housing occupancy rates within three years
 - An improvement in first-year retention and persistence rates
 - Increased student satisfaction in annual campus housing surveys
 - Enhanced recruitment and yield of out-of-area and underserved student populations
-

(G) Detail any current one-time or ongoing Operating Expenditures or Capital Outlay and any other future costs.

The anticipated **\$49 million total project cost** will be financed and delivered by the private partner. ISU may incur minor one-time expenditures for project coordination and program development (estimated at ~\$250,000), and ongoing annual costs for staffing and programming support (estimated at ~\$150,000), all expected to be covered by housing fee revenues. There is no direct capital outlay from ISU's general fund.

(H) Who is being served by this request and what is the impact if not funded?

This project will serve ISU students, particularly those who benefit from safe, convenient, and affordable on-campus housing—such as first-year, first-generation, out-of-state, international, and low-income students. Without funding, ISU risks worsening housing shortages, missing opportunities to improve student retention and support, and falling behind peer institutions in housing quality and capacity.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

Estimated Budget	Funding - Public-Private Partnership
Land - TBD	PBF - \$0
A&E Fees - \$3,920,000	General Account - \$0
Construction - \$36,750,000	Agency Funds/Private Equity - \$49,000,000
FF&E - \$2,450,000	Federal Funds - \$0
Other Soft Costs - \$3,430,000	Bonding - \$0
Total - \$49,000,000	Total - \$49,000

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 01, Applied Engineering and Science Facility

Institution/Agency: University of Idaho

Brief Description:

Idaho is home to industry leaders that rely on a strong pipeline of engineers, computer scientists, and scientists. Companies like Micron, Schwitzer Engineering, the Idaho National Lab and Simplot are major economic drivers for our state with growing workforce demand in these areas. A year-long study funded in 2023 by the Idaho Legislature into the current and forecasted supply and demand for engineers and computer science professionals in the Idaho workforce found significant gaps between the annual supply of college graduates from Idaho's public and private higher education institutions. According to a 2023 employer survey, Idaho had 1,953 engineering-related job openings with only 1,289 graduates from both public and private institutions to fill them.

The report was produced by the Western Interstate Commission for Higher Education (WICHE) in partnership with Idaho leaders in industry, energy, technology, and education. The findings were shared with the legislature, the State Board of Education, the Governor's office, related advisory committees and industry leaders like Idaho's National Lab and Micron.

In addition, Idaho's Micron facility is expected to add 2,000 new jobs when their new fabrication plant comes online in 2027. Most hires will be in engineering and computer science.

The University of Idaho has been ramping up engineering programs to meet these needs but are quickly running out of classroom and laboratory capacity to expand much further. The Applied Engineering and Science Facility project constructs a new four-story state-of-the-art laboratory facility to expand undergraduate capacity while promoting robust, multi-disciplinary research programs across the Colleges of Engineering and Science in areas most critical to Idaho. The facility is approximately 100,000 GSF and includes both modular and traditional laboratory spaces needed to accelerate undergraduate and post-graduate enrollment, leverage existing research strengths and help the university retain our world class faculty and recruit leaders in specific fields critical to solving the challenges facing Idaho today and tomorrow.

Idaho is no stranger to cyber security attacks – they are a growing risk to our citizens, businesses, state and local government and those operating our critical infrastructures like dams, irrigation districts, electrical grids and hospitals. For decades, the University of Idaho has been leading the state by investing in world-class capabilities in identifying and stopping cyber-attacks. In 2015, Governor Butch Otter appointed a Cyber Security task force. The work of this group continued under Governor Brad Little, resulting in 2023's 5 key recommendations including "Increased Investments in Cybersecurity Professionals in Workforce and Education" with key goals outlining how to reach them. This facility will super-charge our ability to meet these growing challenges. A secure, top-secret facility will be

incorporated into the building to strengthen secure research collaboration with national laboratories (INL and PNNL) and the U.S. Department of Defense (DOD) in energy systems discovery and cybersecurity. This addition supports state investment in secure, resilient engineered systems and networks.

Stepping up to leverage the work of Idaho's National Lab and Schweitzer Engineering, the new space will build capacity in integrated energy systems and critical infrastructure as part of other traditional laboratories. These labs allow computational modeling and simulation of advanced nuclear and microgrid technologies and design, a multi-story high voltage laboratory cyberphysical system to evaluate agility, security, and robustness of new energy system designs.

Biology laboratories will host critical work related to human health, infectious diseases, and sustainable solutions, including research focused on antibiotic resistance, antifungals and fisheries health and management. These labs will also provide essential opportunities for experiential learning for students planning to enter careers in health care and biomedical research.

Project Scope:	NASF	GSF
Building size:	80,000	100,000
Site and Utility infrastructure		
All project fees and related expenses		
<i>Fixed Research Equipment NIC</i>		
<i>Movable Furnishings, Fixtures and Equipment NIC</i>		

Estimated Total Cost:

Source of Construction Funds (by fund source and amount):

Total Project Cost

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 50,000,000
Permanent Building Fund, FY2027, \$25,000,000	
Permanent Building Fund, FY2028, \$25,000,000	
Other Funding	\$ 65,000,000
(UI – to include gifts and donated funds)	
Total	\$115,000,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
No Previous Appropriations	\$ 0

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
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Permanent Building Fund, FY2027

\$ 25,000,000

It is the intent of the university to request a second iteration of \$25,000,000 in FY2028, thus making the cumulative total request of the Permanent Building Fund \$50,000,000, spread over two years.

Date Approved by State Board of Education:

Initial inclusion on the University of Idaho FY2026 Six Year Plan, submitted July 2024.

First request of the Permanent Building Fund (PBF), FY2026, July 2024

FY2027 represents the second year of request for Permanent Building Fund allocation for this project effort.

This requested facility is fully consistent with the university's Strategic Plan and its goals and objectives related to teaching and learning, research, and extension.

Further, the Applied Engineering and Science Facility is consistent with the university's Long Range Campus Development Plan (LRCDP) and goals related to the preservation of, and continued investment in, existing significant facilities at the University of Idaho. The facility was included in the list of priority initiatives and projects in the new 2050 Long Range Campus Development Plan approved by the Board of Education/University of Idaho Regents at the June 2025 meeting of the Board.

1. PROJECT DESCRIPTION AND JUSTIFICATION

Idaho has identified a critical need to grow our workforce in engineering, computer science and the sciences. While all buildings are made of brick and mortar, not just any facility can meet this need. This proposed building is intentionally and specifically designed to support the highly specialized programs that will drive Idaho's economic growth and safeguard the security of our citizens. The spaces within will be purpose built to accommodate advanced research, secure top-secret collaboration and deliver the unique requirements of cutting-edge education and workforce development.

We deliver. The University of Idaho is the only institution in the state to be recognized as a "Research Level 1" (R1) institution, joining 187 premier universities with this distinction. In 2023, the U of I had a record \$135.9M in research expenditures, exceeding all other Idaho institutions combined. We are number one in technology transfer and have strengths in business development and entrepreneurship. In 2020, the U of I provided over \$2B in sales, over \$1B in gross state product, 23,440 jobs, and \$124.7M in state and local taxes to Idaho. Our graduates are leaders in industries across the state. Since 2020, the university has reached a record student enrollment and continues to grow at an accelerated pace.

Achieving R1 status opens doors to increased research funding and partnerships with DOD and National Science Foundation (NSF) and others in the areas of energy, cybersecurity, and biomedical research. Since 2016, both research expenditures and doctoral degrees conferred have experienced incredible growth. In 2016, the U of I generated \$102.5M in research expenditures and produced 54 research doctoral degrees. In contrast, by 2024, U of I research expenditures grew to \$135.9M and doctoral degree

conferrals increased to 80, growth of 33% and 48% respectively, with much of the growth coming in engineering and sciences.

This explosive growth in research activity and scope and the associated increase in doctorate obtaining graduate students has led to a critical deficit of teaching and research space. This request is for a new building to house teaching and advanced research labs. The current engineering labs are inadequate for research on advanced or secure topics. Current science buildings have outdated floor plans and are not equipped for modern science needs from a mechanical or electrical infrastructure standpoint. Many of these laboratory spaces were constructed prior to 1960 and attempted upgrades have not met requirements due to the unique ventilation and other requirements specific to learning labs. In addition, the current science and engineering research spaces do not foster the collaborations needed to yield innovative solutions to address vital science and engineering problems facing the state and nation. Finally of great importance, this facility will support general education by increasing undergraduate research opportunities in growing areas such as medical sciences, cyber security, and nuclear engineering.

2. PROJECT COMPONENTS

The new Applied Engineering and Science Facility will consist of state-of-the-art laboratories to include all hoods required and installed equipment, and shared laboratory support areas, such as specialized containment labs, shared equipment rooms, and computer and simulation equipment. The space will include conference facilities, offices for faculty and staff, and graduate student spaces, which will support the promotion of vibrant, collaborative research discussions.

Specialized lab spaces include:

- High-bay high-voltage power lab and industrial robotics spanning up to three floors in one wing of the building
- Corresponding AI+VR laboratories for nuclear and integrated energy systems modeling
- Automated manufacturing lines for microelectronics, food processing, and aerospace composite manufacturing
- Wet labs for the biological sciences and biomedical engineering
- Computer labs for computationally-intensive research projects
- Open top-secret lab for DOD research, including biological systems modeling, cybersecurity systems, thermo-fluid flow systems, and digital twins of power technologies.
- Collaborative spaces for students, postdoctoral researchers, faculty, and other research staff

The project cost estimate provides for all requisite support spaces, building systems, and utility connections necessary for a fully operational and functional, safe, compliant, and sustainable facility.

Any required improvements to the University of Idaho utility systems necessary to provide capacity to service the proposed new facility will be designed and implemented by the university's utilities concessionaire under a separate, coordinated, companion project. The utilities concessionaire is responsible for delivery of the utilities on the utilities side of the demarcation points, by system, as defined in the utilities concession contract. This project is responsible for building systems and services on the building side of the demarcation point.

It is anticipated that an early architectural programming activity will need to be prerequisite to the design phase to seek out and determine the proper mix of programs, research efforts, labs, dry labs, specialty

spaces and required support spaces such as offices, administrative suites, chemical stores, and storage spaces. A final site selection will be part of the planning, programming, and design process.

3. ALTERNATIVES

Four alternatives have been studied to date.

Alternative 1: Construct Multiple Smaller Laboratory Additions

This alternative involves construction of separate undergraduate, graduate and research laboratories, by discipline, as additions to, or immediately adjacent to, existing College buildings. This alternative would provide the necessary space to support the programs, however, project costs are expected to be significantly higher since there would be multiple sites and projects. In addition, this approach does not readily support interdisciplinary interaction and collaboration.

The university rejected this alternative.

Alternative 2: Renovate Existing Laboratory & Research Spaces in Existing Buildings as Necessary to Accomplish the programmatic Goals for Interdisciplinary Research

A prior Technical Analysis and Feasibility Study was conducted by the University and its consultant, NBBJ Architects in 2008 and revisited and revised in 2012 in advance of the design and construction of the Integrated Research and Innovation Center (IRIC). This effort included an exhaustive assessment and audit of the existing research facilities, spaces, and building level infrastructure systems on campus. The summary conclusion of this effort is that the existing facilities and spaces are not equipped or suitable in their current state to facilitate the sorts of research spaces and laboratories envisioned and needed at the time. Further the renovation costs to bring these facilities up to the standards necessary would far exceed the cost of a new build. And further still, such dispersed renovations would not produce the desired synergies and interdisciplinary relationships set out as the major programmatic goals and vision for the project effort.

Nothing has changed since this Analysis and Feasibility Study was completed. The U of I recently engaged Smith Group to evaluate campus space usage and needs. This study affirmed the earlier work and identified deficits in laboratory and collaborative spaces in Science and Engineering. Renovations of existing research spaces remains cost prohibitive when compared to new build costs and the size and location of existing spaces is not sufficient to achieve the synergies and programmatic goals envisioned for this new project effort.

The university has therefore rejected this alternative.

Alternative 3: Construct Separate Laboratory Complexes for the Various Research Programs

This alternative consists of construction of separate facilities in support of the various programs to be housed in this new, proposed facility. This alternative would provide the necessary space to support the programs, however, project costs are expected to be higher since there would be two, or more, projects

with unnecessary duplication. In addition, this approach does not readily support interdisciplinary interaction and collaboration between researchers within the various programs and disciplines.

The university rejected this alternative.

Alternative 4: Construct a Single Interdisciplinary Laboratory Facility

This option would entail constructing a single complex that integrates undergraduate and graduate/research laboratories into an interdisciplinary science and technology center facilitating collaboration and creating new synergies across academic levels and disciplines. Overall project expenses are expected to be less under this approach since there will be only one site and construction of a single building allows elimination of unnecessary duplication of building systems. The recently completed Technical Analysis and Feasibility Study verifies this alternative as the most viable alternative conducive to the goals and vision for the effort, and as the most efficient and least costly alternative.

This is the university's preferred alternative.

4. VACATED SPACE

Completion of the proposed project will allow synergistic co-location of core science and engineering laboratories. Vacated spaces will be refreshed to add collaborative student research space for instruction, integrated capstone or senior design projects, and advanced student instructional laboratories to meet the needs of U of I's growing enrollment. Given current and projected enrollment growth in engineering and core science programs, any vacated space will quickly be converted with additional space and ongoing need. The proposed Applied Engineering and Science Facility is envisioned as a facility where researchers from science and engineering can work side by side. This provides the possibility of collaboration and cross-pollination between teams on specific research projects. Other prospective uses of vacated space may be for offices and specialized learning areas including computer laboratories, team, and group rooms, etc.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 6

**SET A
PROJECT APPROVAL FORM**

Page 7 of 7

CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 01, Applied Engineering and Science Facility

Building Statistics:

NASF: 80,000
GSF: 100,000
Net to Gross 80/20

	Estimated Total Cost	Prior to Budget Year	1st Year FY27	2nd Year FY28	3rd Year FY29	4th Year FY30	5th Year FY31	6th Year FY32
PROJECT SUMMARY:								
A. Arch. & Engr.								
Project Planning & Pre-Design (10%)	1,041,980		1,041,980	0	0	0	0	0
Schematic Design (10%)	1,041,980		1,041,980	0	0	0	0	0
Design Development (20%)	2,083,960		2,083,960	0	0	0	0	0
Construction Documents* (35%)	3,646,930		3,646,930	0	0	0	0	0
Bid & Award Phase (5%)*	520,990		520,990	0	0	0	0	0
Construction Supervision (20%)**	2,083,960		0	1,041,980	1,041,980	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees			0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	275,000		68,750	103,125	103,125	0	0	0
SUBTOTAL ARCH. & ENGR.	10,694,800	0	8,404,590	1,145,105	1,145,105	0	0	0
D. Moving, Administration	200,000		40,000	40,000	120,000	0	0	0
E. Asbestos Abatement			0	0	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	86,831,800		0	34,732,720	52,099,080	0	0	0
G. Owner Construction Costs	6,818,900		0	2,727,560	4,091,340	0	0	0
H. Furnishings/Moveable Equipment	0		0	0	0	0	0	0
I. Contingency (Project)	10,454,500		1,306,813	4,181,800	4,965,888	0	0	0
TOTAL PROJECT REQUEST	115,000,000	0	9,751,403	42,827,185	62,421,413	0	0	0

SOURCE OF FUNDS:

Permanent Building Fund	50,000,000	0	25,000,000	25,000,000	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	55,000,000	0	0	55,000,000	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	10,000,000	0	5,000,000	5,000,000	0	0	0	0
TOTAL	115,000,000	0	30,000,000	85,000,000	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): State Appropriations / General Education, 100%.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

OFFICE OF THE STATE BOARD OF EDUCATION

SET A

PROJECT SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Institution/Agency: University of Idaho

Brief Description:

Earlier this year, HB 368 was signed into law enabling the creation of Idaho's largest-ever expansion in undergraduate medical education: a new state-supported program with the goal of enrolling thirty (30) students per class. This is a historic step toward resolving the state's critical physician shortage.

With this project request, the University of Idaho) seeks to renovate classroom and laboratory space to support medical education programs housed at the Idaho Water Center (IWC) building located in Boise, Idaho. The intent is that the new space will house this new cohort of future physicians in partnership with the University of Utah Spencer Fox Eccles School of Medicine.

The project is a fiscally responsible choice that supports rapid program launch. The proposal includes construction of a state-of-the-art anatomy lab and program support spaces, faculty and staff offices, a classroom, reception area, small group study and simulation rooms, and student common spaces, providing a modern learning environment for the preclinical phase of medical education.

Key advantages of the Idaho Water Center location include:

1. Existing classrooms which accommodate up to thirty (30) students.
2. Proximity to the University of Utah and their expanded clinical and interprofessional training opportunities.
3. Efficient use of space avoids costly new construction and addresses Moscow campus capacity limits.
4. Integration with Idaho WWAMI clinical education offices and nearby healthcare systems.
5. Available wet lab facilities support the University's R1 research goals.
6. Co-location with the ECHO program enhances community outreach collaborations.

In summary, this renovation project represents a strategic investment in Idaho's healthcare and higher education systems.

BUSINESS AFFAIRS AND HUMAN RESOURCES**AUGUST 20, 2025****ATTACHMENT 6**02 Idaho Water Center Laboratory and Classroom Build Out
University of Idaho

Page 2 of 8

Project Scope:	NASF	GSF
Building size:	7,400	8,200
Renovations and improvements of existing space within the Idaho Water Center; Building systems infrastructure revisions and renovations as required; Required revisions to controls; Fixed medical equipment and tables; Requisite structural support for overhead operating Lights and other equipment; All project design costs, fees, and related expenses as necessary and required for a complete and functional facility		
<i>Movable Furnishings, Fixtures, and Equipment NIC</i>		

Estimated Total Cost:*Source of Construction Funds (by fund source and amount):***Total Project Cost**

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund	\$ 8,500,000
Permanent Building Fund, FY2027, \$8,500,000	
Other Funding	\$ 0
(UI – to include gifts and donated funds)	
Total	\$ 8,500,000

Previous Appropriations

<u>Fund Source</u>	<u>Amount</u>
No Previous Appropriations	\$ 0

Budget Year Request

<u>Fund Source</u>	<u>Amount</u>
Permanent Building Fund, FY2027	\$ 8,500,000

Date Approved by State Board of Education:

Initial inclusion on the University of Idaho FY2027 Six Year Plan, to be submitted July 2025.

FY2027 represents the initial year of request for Permanent Building Fund allocation for this project effort, with the goal of completing work by the 2029 start date for the first class.

02, School of Health and Medical Professions Improvements, 27 Major Capital Request

July 2025

This requested facility is fully consistent with the university's Strategic Plan and its goals and objectives related to teaching and learning, research, and extension.

1. PROJECT DESCRIPTION AND JUSTIFICATION

Idaho faces a grave physician shortage, currently ranking 50th out of 50 states for physicians per capita. Since 1972, the University of Idaho has led the effort to address this challenge through its participation in the Washington, Wyoming, Alaska, Montana, and Idaho (WWAMI) Medical Education Program. Based in Moscow, the Idaho WWAMI program currently enrolls 40 Idaho students per year. While this is a solid foundation, it has not met the physician workforce needs of the state.

In April 2025, HB 368 was signed into law, representing a bold turning point in Idaho's battle against its critical physician shortfall. This legislation created the opportunity to develop a new state-supported undergraduate medical education program that will educate thirty (30) medical students per class -the largest expansion in Idaho's history. The University of Idaho School of Health and Medical Professions is committed to maximizing this opportunity by establishing a new medical education location within the Idaho Water Center in Boise—positioning the state to grow its physician workforce and strengthen healthcare access for Idaho communities.

The medical education facility will be established through the renovation of existing space within the Idaho Water Center—an approach that is both fiscally responsible and strategically sound. Rather than investing in new construction, the project will repurpose current infrastructure to meet the academic and operational needs of the new medical education program.

The project will involve construction of a state-of-the-art anatomy laboratory and associated program support spaces, including faculty and staff offices, a classroom, a reception area, small group study rooms which double as simulation spaces, and student collaboration areas. These facilities will provide the foundational environment required for a rigorous, modern medical curriculum and enable Idaho students to begin their training close to home.

The Idaho Water Center is an ideal location for several key reasons:

1. **Existing Capacity:** The facility currently houses four classrooms which have capacity to support the educational needs of up to 30 medical students per class during the preclinical “classroom phase” of training, which spans the first two years of medical school. At least two classrooms are required to deliver the curriculum effectively.
2. **Strategic Location:** Boise is uniquely positioned for partnership with the University of Utah—the University of Idaho's prospective new medical education partner—and offers expanded opportunities for clinical education and interprofessional collaboration with healthcare training programs across disciplines with our sister institutions.
3. **Operational Efficiency:** Renovating existing space allows for rapid deployment of the program while conserving state resources. It avoids the financial and logistical challenges of constructing a new building or expanding on the Moscow campus, which is already nearing capacity.
4. **Collaborative Environment:** The Water Center already houses the Idaho WWAMI clinical education offices and is located near major healthcare systems, supporting integrated learning experiences and collaboration with existing medical education programs.

5. Research Synergy: The facility already includes wet lab space that can be used by faculty researchers, further supporting the University of Idaho's Carnegie R1 research designation and fostering innovation in biomedical science.
6. Community Outreach Co-location: The presence of the ECHO program on the same floor will further enhance collaboration and community-based outreach efforts.

In summary, the Idaho Water Center offers a ready, efficient, and strategically located home for the new medical education location – aligning current and future educational, fiscal, and healthcare workforce development goals for the state.

2. PROJECT COMPONENTS

The project is based on the current space needed to offer the WWAMI medical education program. The Moscow facility currently supports the Idaho WWAMI program of 40 students per cohort, and experience proves that it is an efficient and successful facility. Thus, the existing Moscow campus model fits for this new facility proposed within the Idaho Water Center.

Component 1: Creation of a fully functional anatomy lab

The anatomy lab component of the program includes a state-of the art fully functional lab with room for twelve (12) medical tables equipped with overhead operating lighting, and proper ventilation systems to allow students an opportunity to perform dissection of the human body and master human anatomy.

Support facilities include, but are not limited to:

- Prosection / Morgue facility
- Locker Rooms to include restrooms and showers
- Separate work area for specialty and small-scale examinations
- Display monitors and glassboards
- Sinks, casework, and storage.



Moscow Campus Anatomy Lab

Component 2: Renovation of existing space to develop one classroom adjacent to anatomy lab



Moscow Campus Classroom

Component 3: Renovation of existing offices and spaces to create simulation/small group study rooms similar to those in the Huckabay Medical Education Building on the main campus of the University of Idaho in Moscow



Moscow Campus Collaboration Area/Study Spaces

Component 4: Renovation of existing offices and spaces to create function staff and faculty offices/facilities to house SHAMP employees

The exact mix of programmatic elements to be housed in the new facility is yet to be determined. It is anticipated that an early architectural programming activity will need to be prerequisite to the design phase to seek out and determine the proper mix of programs spaces, and required support spaces such as offices, administrative suites, chemical stores, and storage spaces.

3. ALTERNATIVES

Three alternatives have been studied to date.

Alternative 1: Construct a New Facility in an Idaho Location Yet to be Determined.

New Construction 29,000 GSF

This alternative involves the construction of a new facility at a site yet to be determined. This new facility is proposed to be approximately 29,000 GSF and would provide classrooms, collaboration spaces, offices, administrative spaces similar to the facilities the School of Health and Medical Professions currently occupies on the main campus of the university and the spaces in the current SHAMP suite within the Gritman Medical Building in Moscow, Idaho. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP anatomy lab located in Moscow. This alternative would provide the necessary space to support SHAMP programs at a second location within Idaho, however, project costs are expected to be significantly higher given the need to acquire a suitable site upon which to build in addition to all the design and construction costs associated in creating a new facility from the ground up.

The university rejected this alternative.

Alternative 2: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space on par with the Huckabay Medical Education Building.

Tenant Improvements / Renovation 23,000 GSF

This alternative involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho. This set of tenant improvements is proposed to be approximately 23,000 GSF and would be split into suites located on multiple floors of the Idaho Water Center facility. The proposed scope provides classrooms, collaboration spaces, offices, administrative spaces at a similar scale to that which is found in the Huckabay Medical Education Building. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP Anatomy Lab located in Moscow, but it precludes the classrooms and offices found in the remainder of the Gritman Medical Building Suite.

This is the larger of the two potential tenant improvements packages studied and is therefore the more expensive of the two tenant improvements packages. It also requires that the SHAMP facilities be spread over multiple floors within the Idaho Water Center facility.

The university has therefore rejected this alternative.

Alternative 3: Develop Tenant Improvements Necessary to Renovate Existing Space within the Idaho Water Center to Create an Anatomy Lab and Provide Program Space Similar to the Space SHAMP occupies within the Gritman Medical Building.

Tenant Improvements / Renovation 8,200 GSF

This alternative also involves a Tenant Improvements (TI) package to renovate existing space within the University of Idaho's Idaho Water Center facility in Boise, Idaho, albeit at a lesser scope. This set of tenant improvements is proposed to be approximately 8,200 GSF, and the resulting suite would be on a single floor of the Idaho Water Center facility. The proposed scope provides 1 classroom, collaboration space, 4 offices, 8 small group/simulation rooms, a small conference room, and administrative spaces. It also provides a fully functional and operational anatomy lab similar in size and scale to the current SHAMP anatomy lab located in Moscow.

This is the smaller of the two tenant potential improvements packages. While it provides a single, dedicated classroom for the program, it does require that SHAMP make use of other, existing classrooms in the Water Center facility.

As this is the most efficient initial buildout which serves the program, this is the university's preferred alternative.

4. VACATED SPACE

As this is a new programmatic need which does not currently exist elsewhere within the university's facility holdings, there are no vacated spaces created as a result of this effort.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 6

**SET A
PROJECT APPROVAL FORM**

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CAPITAL PROJECT COST AND FUNDING SOURCE SUMMARY

Project Title: 02, Idaho Water Center Laboratory and Classroom Build Out

Building Statistics:

NASF: 7,400
GSF: 8,200
Net to Gross 90/10

	Estimated Total Cost	Prior to Budget Year	1st Year FY27	2nd Year FY28	3rd Year FY29	4th Year FY30	5th Year FY31	6th Year FY32
PROJECT SUMMARY:								
A. Arch. & Engr.								
Project Planning & Pre-Design (10%)	77,020	0	77,020	0	0	0	0	0
Schematic Design (10%)	77,020	0	77,020	0	0	0	0	0
Design Development (20%)	154,040	0	154,040	0	0	0	0	0
Construction Documents* (35%)	269,570	0	269,570	0	0	0	0	0
Bid & Award Phase (5%)*	38,510	0	38,510	0	0	0	0	0
Construction Supervision (20%)**	154,040	0	0	77,020	77,020	0	0	0
B. Asbestos Abatement Arch/Eng/Hygienist Fees	0	0	0	0	0	0	0	0
C. Tests, Permits, Fees, Etc.	275,000	0	68,750	103,125	103,125	0	0	0
SUBTOTAL ARCH. & ENGR.	1,045,200	0	684,910	180,145	180,145	0	0	0
D. Moving, Administration	200,000	0	40,000	40,000	120,000	0	0	0
E. Asbestos Abatement	0	0	0	0	0	0	0	0
F. Construction*** (Inc. Const. Cont.)	6,418,000	0	0	2,567,200	3,850,800	0	0	0
G. Owner Construction Costs	64,100	0	0	25,640	38,460	0	0	0
H. Furnishings/Moveable Equipment	0	0	0	0	0	0	0	0
I. Contingency (Project)	772,700	0	96,588	309,080	367,033	0	0	0
TOTAL PROJECT REQUEST	8,500,000	0	821,498	3,122,065	4,556,438	0	0	0
SOURCE OF FUNDS:								
Permanent Building Fund	8,500,000	0	8,500,000	0	0	0	0	0
General Education	0	0	0	0	0	0	0	0
Federal	0	0	0	0	0	0	0	0
Bond Sale	0	0	0	0	0	0	0	0
Bond Reserve	0	0	0	0	0	0	0	0
Parking Funds	0	0	0	0	0	0	0	0
Other Funds, including Gifts (UI Funds)	0	0	0	0	0	0	0	0
TOTAL	8,500,000	0	8,500,000	0	0	0	0	0
Utilities	TBD							
Custodial	TBD							
Repairs & Maintenance	TBD							

PROPOSED SOURCE OF OPERATING FUNDS (If more than one source, please show relative percentages.): State Appropriations, 100%.

* Includes Reimbursable Expenses

** Includes Fees for On-Site Observation

*** Inc. Const Contingency

CAPITAL BUDGET REQUEST
FY 2027
CAPITAL IMPROVEMENT PROJECTS
(New Buildings, Additions or Major Renovations)

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 1

PROJECT DESCRIPTION/LOCATION: Sacajawea Hall – Perioperative/Surgical Technologist Addition

CONTACT PERSON: Andrew Hanson

TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:

(A) Concisely describe what the project is.

Sacajawea Hall is home to LC State's Nursing and Health Sciences Division. This facility houses hands-on simulation labs, core science laboratories, classrooms and two large lecture halls. Its construction in 2009 allowed for significant increases in enrollment in our healthcare programs. This project seeks to construct an addition to the building to facilitate creation of a Perioperative/Surgical Technologist programs, which would encompass healthcare education programming ranging from workforce training certificate in perioperative nursing, to 2-year associates to bachelors and graduate level surgical care nursing education. Idaho generally, and our region in particular, are experiencing increased demand for healthcare professionals trained to assist physicians in an operating room environment. This project will address this market need.

(B) What is the existing program and how will it be improved?

The Perioperative/Surgical Technologist program will be a new allied health program at LC State. The program will allow for interprofessional education opportunities with students in radiographic science and nursing. New healthcare education programs this addition will make possible range from perioperative workforce training certificates to specialized nursing tracks in surgical and acute care at 2-year, 4-year, and graduate levels.

(C) What will be the impact on your operating budget?

There will be occupational costs with the new addition, but the new program will generate enrollment and tuition revenue.

(D) What are the consequences if this project is not funded?

Regional hospitals and surgery centers will continue to struggle to fill positions. Providing these educational opportunities at LC State will create incentives for Idaho residents to both attain their education and pursue career opportunities in their home state.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 7,600,000
A/E fees	\$ 660,000	General Account	
Construction	\$ 6,600,000	Agency Funds	
5% Contingency	\$ 340,000	Federal Funds	
F F & E		Other	
Other			
Total	\$ 7,600,000	Total	\$ 7,600,000

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 2

PROJECT DESCRIPTION/LOCATION: Sam Glenn Complex Remodel

CONTACT PERSON: Andrew Hanson

TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:**(B) Concisely describe what the project is.**

The Sam Glenn Complex deferred maintenance and remodeling needs are at crisis levels. This project includes life safety improvements, namely, completing installation of the fire sprinkler system (the building is only partially protected), and code-required upgrades to fire alarm systems. The work will also include replacing the failing plumbing, electrical, lighting, building insulation and HVAC systems as well as ceiling tile structure, installing new flooring/carpeting, window replacement, window enlargement, and additions, and address other minor repairs and painting needs. The ceiling tiles have a flaw in the design with the attachment method and need to be repaired as tiles are currently dislodging and falling at random times. This will be accomplished one floor at a time with the top floor being first.

(B) What is the existing program and how will it be improved?

The Sam Glenn Complex is an instructional facility wherein allied healthcare programing, ranging from workforce training, to 2-year CTE and 4-year bachelors and graduate partnership programs are housed. In addition to serving as our Allied Healthcare Hub, Student Health, Student Counseling, and e-Learning Services (online learning management system) are also housed in Sam Glenn. The updates are needed to provide a safe environment. This facility has not had major non-system/structural updates since 1996. The lower level was built to be a storage area and lacks sufficient natural light and ceiling height. The basement houses the mail room, IT department, campus print, classrooms and healthcare education labs.

IT is responsible for managing all facets of the college's technology infrastructure including all servers, telephony, internet access, and student email. This unit is also responsible for the college's compliance with cybersecurity. E-Learning Services has oversight over the college's online course delivery mechanisms. These units are critical to college operations and directly support educational delivery at LC State to advance our mission.

(C) What will be the impact on your operating budget?

There is no anticipated impact on the operating budget.

(D) What are the consequences if this project is not funded?

There are potential safety issues with a faulty ceiling structure and ceiling tiles falling. The plumbing is leaking and some of the cast iron pipe has split. The HVAC in a quarter of the building is using residential equipment to provide the service and is very inefficient. Out-dated, ballasted light fixtures are energy inefficient.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 11,800,000
A/E fees	\$ 1,025,000	General Account	
Construction	\$ 10,250,000	Agency Funds	
5% Contingency	\$ 525,000	Federal Funds	
F F & E		Other	
Total	\$ 11,800,000	Total	\$ 11,800,000

AGENCY: Lewis-Clark State College

AGENCY PROJECT PRIORITY: 3

PROJECT DESCRIPTION/LOCATION: Meriwether Lewis Hall – Systems Upgrade

CONTACT PERSON: Andrew Hanson

TELEPHONE: (208) 792-2218

PROJECT JUSTIFICATION:**(A) Concisely describe what the project is.**

Meriwether Lewis Hall HVAC, plumbing, and lighting systems are operating beyond their useful service life. Physical Plant maintenance staff are expending an increasing amount of labor hours and materials costs to keep these systems operational. The building is connected to the central steam boilers, yet the system piping feeding the building's hydronic system needs replacement. A secondary radiant heat system is located within the acoustical ceiling grid and is operationally inefficient. Lighting systems are original to the building, require frequent maintenance, and are energy inefficient. The stand-alone chiller that provides air conditioning is also in need of replacement. Since the building was built in phases between 1970 and 1981, there are several issues with the HVAC air handlers and return air system, that when coupled with the age of the systems leads to unacceptable thermal conditions in the building.

This project proposes to remove this facility from the central boiler system and install a stand-alone hydronic heat system and chiller plant. Corroded system piping and plumbing piping would also be replaced. The project would also replace existing, original, ballasted lighting with new energy-efficient LED lighting.

(B) What is the existing program and how will it be improved?

Meriwether Lewis Hall is home to classrooms and laboratories that support the Physical, Life, Movement and Sport Science programs, as well as distance education programs, art programs, and campus Public Safety. Improvements to the building systems will reduce operational and maintenance costs, reduce utility costs, and improve thermal comfort throughout the building.

(C) What will be the impact on your operating budget?

Operational and maintenance costs will continue to escalate. Increased utility costs will be realized.

(D) What are the consequences if this project is not funded?

Maintenance costs will escalate as the systems continue to age. It is becoming increasingly difficult to source materials and parts for these systems. Thermal comfort and adequate lighting levels will be difficult to maintain, utilities costs will continue to escalate, and the educational programs in this building will suffer.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:		FUNDING:	
Land		PBF	\$ 9,775,000
A/E fees	\$ 850,000	General Account	
Construction	\$ 8,500,000	Agency Funds	
5% Contingency	\$ 425,000	Federal Funds	
F F & E		Other	
Total	\$ 9,775,000	Total	\$ 9,775,000

Agency Head Signature: 

Date: 07/11/25

CAPITAL IMPROVEMENT PROJECTS
(New Buildings, Additions or Major Renovations)

AGENCY: College of Southern Idaho

PROJECT PRIORITY: 1

PROJECT DESCRIPTION: Shields Academic Building Comprehensive Renovation

ADDRESS / LOCATION: 315 Falls Ave, Twin Falls, ID 83301

CONTACT PERSON: Spencer Cutler

PHONE: 208-732-6600

PROJECT JUSTIFICATION: (Specify the authority in statute or rule that supports this request)

- (A) The Shields Building is 57 years old and has never undergone a comprehensive renovation - only limited, targeted upgrades to keep it operational. This project will be a full renovation addressing multiple deficiencies. Work will include reinforcing structural systems; repairing and upgrading outdated communication, electrical, plumbing, and HVAC systems; replacing worn finishes; correcting accessibility barriers; and installing new life safety systems. The building is approximately 49,300 square feet.
- (B) The Shields Building houses programs such as Mathematics, English, and Biology. Renovating this building will increase the number of students we can serve by facilitating more on-line hybrid classes and increasing computer labs. It will replace obsolete infrastructure in biology laboratories. It will provide ADA accessible work and study spaces in lecture halls and laboratories.
- (C) CSI's operating budget will not be increased. There is opportunity to reduce costs by improving energy efficiency and addressing future deferred maintenance needs.
- (D) Not funding the project will limit the number of students we can serve, hinder the College's ability to prepare students for the modern workplace environment, and increase future deferred maintenance costs. Please see item (H) for further explanation.
- (E) Strategic Goal: Drive Student Success. Strategy #3: The College of Southern Idaho will provide instructional and student support services that allow students to successfully and efficiently complete their educational goals;
Objective 3.1: Increase the rate of college completion by removing barriers, providing targeted support measures, and creating multiple pathways to completion.

- (F) The College of Southern Idaho anticipates increased student enrollment, student retention and, ultimately, student success if this request is funded. Modern educational facilities are more attractive to students, thereby increasing their desire to enroll at the institution. Retention rates can also be increased by ensuring that students have access to learning spaces similar to those that they will encounter in the modern workplace. In the Shields Building, these spaces include science and mathematics laboratories. A modern learning environment will increase student post-graduation success in the workplace, by helping to ensure that students are able to learn using technology similar to what they will encounter in business and industry.
- (G) CSI conducted a facility condition assessment of this building a few years ago. Based on the findings, we chose to move forward with a round of basic upgrades to maintain operability and occupant comfort. Main electrical panels have been replaced, exterior doors have been upgraded, and selected areas received improvements to lighting and finishes. Funding for these upgrades has come from contributions by the CSI Foundation as well as state appropriations for projects recommended by the Permanent Building Fund Advisory Council (PBFAC).
- (H) Because the Shields Building is our largest instructional building, its modernization will impact the majority of students who attend CSI and enroll in face-to-face instruction. A significant number of our general education courses are taught in the Shields Building, courses that teach students the durable skills they will need to be successful in the workplace. Specifically, our English, Mathematics, Engineering, and Biology programs are housed in the building. The impact of not funding this upgrade is a continued decline in the college's ability to educate students in a facility that approaches the modern work environment. As the building's physical infrastructure continues to degrade, it will become less and less able to serve the students of Idaho. If this modernization is not funded, the building will continue to function for now. However, the upgrade will need to be done at some point in the near future, or the building will need to be replaced.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:

Land	\$ 0
A / E Fees	\$ 2,000,000
Construction	\$ 20,900,000
5% Contingency	\$ 1,250,000
F F & E	\$ 750,000
Asbestos	\$ 100,000
Other	
Total	\$ 25,000,000

FUNDING:

PBF	\$25,000,000
General Account	
Agency Funds	
Federal Funds	
Other	
Total	\$ 25,000,000

Agency Head Signature: _____



Date: July 7, 2025

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

ATTACHMENT 6

FY-2027
CAPITAL BUDGET REQUEST

CAPITAL IMPROVEMENT PROJECTS
(New Buildings, Additions or Major Renovations)

AGENCY:	College of Western Idaho	PROJECT PRIORITY:	1
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PROJECT DESCRIPTION:	Mult-Purpose Classroom Building
ADDRESS:	TBD, CWI Nampa Campus

CONTACT PERSON:	Nic Miller	PHONE:	208-994-1209
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PROJECT JUSTIFICATION

(A) Concisely describe what the project is.
As the College of Western Idaho continues to expand additional teaching space is becoming increasingly necessary. It is anticipated that this project will provide an additional 20-25 classrooms, with associated small group study rooms, and common area spaces that will further enhance the academic possibilities at CWI.

(B) What is the existing program and how will it be improved?

The existing programs are scattered between two campus locations and the consolidation will greatly improve collaboration.

(C) What will be the impact on your operating budget?
There will be impact to the operating budget, as additional utility consumption, maintenance and operational budgets grow.

(D) What are the consequences if this project is not funded?
If not funded these additional student services will not be located within the main Nampa campus and will be difficult for students and limit success.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

ESTIMATED BUDGET:

FUNDING:		
Land		\$ 23,000,000
A / E Fees	\$ 1,900,000	General Account
Construction	\$ 18,000,000	Agency Funds
Contingency	\$ 900,000	Federal Funds
FF&E	\$ 2,000,000	Other
Other	\$ 200,000	
Total	\$ 23,000,000	Total \$ 23,000,000

Agency Head Signature: _____

Date: _____

CAPITAL IMPROVEMENT PROJECTS

(New Buildings, Additions or Major Renovations)

AGENCY: North Idaho College

PROJECT PRIORITY: 1

PROJECT DESCRIPTION: POST EVOC TRACK AND FACILITY

ADDRESS:

CONTACT PERSON: Sarah Garcia, VP
Finance

PHONE: 208-769-3341

PROJECT JUSTIFICATION:

- (A) Concisely describe what the project is. The North Idaho College (NIC) Law Enforcement program provides training to existing officers of law enforcement agencies in (North) Idaho and for NIC students seeking employment in Law Enforcement. The Basic Patrol Academy is recognized by the Idaho Peace Officers Standards and Training (POST) Council. The academy meets five days per week, approximately eight hours per day in both the Fall and Spring semesters.

This project would provide a new training facility on land already owned by NIC. The facility would include an EVOC (emergency vehicle operations course) as well as other training facilities such as classrooms and support spaces. This program is a requirement of the POST Training Academy and is currently being offered at the CDA airport.

Additionally, this project would support other first responder agencies, school districts and others as a dedicated training facility. This allows for ambulance, fire truck, police, school bus, snow plow and other public service drivers to get training in a realistic yet self-contained area. This will protect the public by reducing risk of collisions or accidents.

Other funding for this project is expected to come through a combination of grants, fundraising and in-kind support.

- (B) What is the existing program and how will it be improved? Currently the POST Academy at NIC utilizes an area at the Coeur d'Alene airport for this training. The location is challenging and availability is impacted by other emergency needs. In addition, the area being used is expected to be reconfigured reducing the size and therefore the utility of it.
- (C) What will be the impact on your operating budget? It is anticipated that this facility could be rented out for other training needs and would have a positive impact on the overall budget.
- (D) What are the consequences if this project is not funded? The college and local law enforcement will need to build/identify alternative space for EVOC. It is a required element of the POST program as well as a continuing education requirement for law enforcement per IDAPA.

PLEASE INCLUDE ANY ANTICIPATED ASBESTOS COSTS IN THE OVERALL BUDGET.

BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025

ATTACHMENT 6

ESTIMATED BUDGET:

Land	<u>\$ 0</u>
A / E Fees	<u>\$1,000,000</u>
Construction	<u>\$12,000,000</u>
5% Contingency	<u>\$600,000</u>
F F & E	<u>\$1,500,000</u>
Other	<u>\$200,000</u>
Total	<u>\$15,300,000</u>

FUNDING:

PBF	<u>\$ 12,000,000</u>
General Account	<u></u>
Agency Funds	<u>\$2,050,000</u>
Federal Funds	<u></u>
Other	<u>\$1,250,000</u>
Total	<u>\$15,300,000</u>

Agency Head Signature: _____

Date: ____ June 1, 2025 _____

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

IDAHO STATE UNIVERSITY

SUBJECT

Amendment to Center for Advanced Energy Studies (CAES) organizational documents to dissolve the Consortium Agreement and to remove BSU from the CAES Tenant Use Agreement

REFERENCE

April 2005	Overview of CAES by Dr. Leonard Bond - Information item
August 2005	Update information on CAES
December 2005	Board approval to proceed with building design for CAES building
August 2006	Update regarding CAES – information item
November 2006	Board approval to proceed with financing and construction of CAES facility in Idaho Falls and to approve lease agreement for the building
June 2008	Board allocation of budget appropriation for CAES; INL update for CAES (information item)
February 2011	Board approval of proposed CAES bylaws
October 10, 2014	Board approved amendments to the CAES Tenant Use Agreement and to the CAES Consortium Agreement to add University of Wyoming and to direct BSU, UI and ISU to report annually to the Board on CAES activities through the Higher Education Research Council
February 2017	The Board was provided the annual update of the Higher Education Research Council for FY16 and approved the second reading of amendments to Board Policy III.W.
February 2018	The Board was provided the annual update of the Higher Education Research Council for FY17
June 2019	The Board was provided the annual update of the Higher Education Research Council for FY18
June 2020	The Board was provided the annual report of the Higher Education Research Council for FY19
June 2021	The Board was provided the annual report of the Higher Education Research Council for FY20
February 2022	The Board was provided the annual report of the Higher Education Research Council for FY21
February 2023	The Board was provided the annual report of the Higher Education Research Council for FY22
February 2024	The Board was provided the annual report of the Higher Education Research Council for FY23

BUSINESS AFFAIRS AND HUMAN RESOURCES
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APPLICABLE STATUTE, RULE, OR POLICY

Idaho State Board of Education Governing Policies & Procedures:
Section III.W.3 Higher Education Research
Section V.I. Real and Personal Property and Services
Section I.K. Naming/Memorializing Building and Facilities

BACKGROUND/DISCUSSION

The Center for Advanced Energy Studies (CAES) is a research collaboration among Battelle Energy Alliance, LLC (BEA), Boise State University (BSU), Idaho State University (ISU) and University of Idaho (UI) with its main location at the CAES building in Idaho Falls.

The CAES collaboration is housed in the CAES building. Construction of the CAES building was funded in 2006 with \$10 million bonded through ISU, \$4.9 million of INEEL Settlement funds provided to the University of Idaho for a Center for Science and Technology in Idaho Falls and an additional \$2 million grant funds from the US Department of Housing and Urban Development to the University of Idaho.

A portion of the CAES building is occupied by BEA by virtue of a long-term lease agreement with ISU dated October 23, 2006. The term of that lease will expire September 25, 2028. The lease agreement provides the funding for ISU's annual bond payments.

BSU, ISU, UI and BEA have shared occupancy of the CAES building. BSU, ISU and UI and BEA entered a Tenant Use Agreement, dated February 4, 2009, to clarify responsibility and authority for activities conducted at CAES by the parties. Under the Tenant Use Agreement, BSU, ISU and UI were each responsible for ten percent (10%) of the actual maintenance and operations costs of the CAES building. BEA was responsible for seventy percent (70%) of the costs. The Tenant Use Agreement was amended in October 2014 to include the University of Wyoming. The agreement was subsequently amended in September 2022 to remove the University of Wyoming. Under the proposed Third Amendment to the Tenant Use Agreement, BEA will be responsible for eighty percent (80%) of the costs. UI and ISU will each be responsible for ten percent (10%).

In addition to the Lease and the Tenant Use Agreement, the CAES members each signed the CAES Consortium Agreement. In 2014, the University of Wyoming was added as a member of the Consortium Agreement. The Consortium Agreement was amended in September 2022 to remove the University of Wyoming.

Board Policy III.W. provides:

“The Center for Advanced Energy Studies (CAES) is an ongoing research collaboration among Battelle Energy Alliance, LLC (BEA), Boise State University (BSU), Idaho State University (ISU), and the

**BUSINESS AFFAIRS AND HUMAN RESOURCES
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University of Idaho (UI), with its main location at the ISU/CAES building in Idaho Falls. Structure and administration of the collaborative is outlined through a consortium agreement. The agreement adds structure to the CAES collaboration while continuing to recognize each CAES member as a separate governmental entity operating under each member's own legal standing.

BSU, ISU, and UI shall report annually to Board on institution related CAES activities, including the expenditure of CAES appropriated funds through the Higher Education Research Council. The timing and format of such reports shall be established by HERC."

BEA has requested that the Consortium Agreement be dissolved. BEA has entered separate memoranda of understanding with each institution on the "Strategic Understanding for Premier Education & Research," addressing the scope of intended collaboration on research with each respective institution.

BSU has determined that it will no longer participate in use of the CAES building and has requested to be removed from the Tenant Use Agreement.

UI, BSU and ISU seek Board approval of the Dissolution Agreement, the Third Amendment to the Tenant Use Agreement.

ISU and UI seek approval to rename the CAES building to "Critical Materials & Energy Systems Innovation Center-CMESIC."

IMPACT

The operations fiscal impact to ISU and UI will remain unchanged. Both will continue to pay 10% of the maintenance and operational costs of the facility. BEA will pay for 80% of the maintenance and operational costs of the facility. ISU, UI and BSU have each separately entered an MOU with BEA documenting the scope of their individual research focus with BEA. See, Attachments 8, 9 and 10.

ATTACHMENTS

- | | |
|--------------|---|
| Attachment 1 | CAES Lease Agreement (10.23.2006) |
| Attachment 2 | CAES Tenant Use Agreement (2.24.2009) |
| Attachment 3 | CAES Tenant Use Agreement First Amendment (10.21.2014 adding University of Wyoming) |
| Attachment 4 | CAES Tenant Use Agreement Second Amendment (9.16.2022 removing University of Wyoming) |
| Attachment 5 | CAES Consortium Agreement (5.24.2013) |
| Attachment 6 | First Amendment to Consortium Agreement (10.22.2014 adding University of Wyoming) |
| Attachment 7 | Second Amendment to Consortium Agreement (9.16.2022 removing University of Wyoming) |

BUSINESS AFFAIRS AND HUMAN RESOURCES
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- Attachment 8 ISU MOU with BEA on Strategic Understanding for Premier Education & Research (1.6.2025)
- Attachment 9 UI MOU with BEA on Strategic Understanding for Premier Education & Research (1.27.2025)
- Attachment 10 BSU MOU with BEA on Strategic Understanding for Premier Education & Research (1.27.2025)
- Attachment 11 Proposed Agreement for the Dissolution of the Consortium for the Center For Advanced Energy Studies and the Termination of the Consortium Agreement
- Attachment 12 Proposed Third Amendment to Tenant Use Agreement

STAFF COMMENTS AND RECOMMENDATIONS

The proposed actions reflect ongoing progression of the CAES collaboration and are consistent with updated institutional research priorities and partnership structures.

The dissolution of the Consortium Agreement formalized the transition to individual memoranda of understanding between Battelle Energy Alliance and each institution, which streamlines collaboration and still maintains research alignment.

Boise State University's withdrawal from the Tenant Use Agreement is appropriate given its decision to no longer utilize space within the facility. The revised cost-sharing arrangement among the remaining parties will preserve operational continuity.

The proposed facility renaming is consistent with updated research areas and institutional branding efforts. It has no impact on original financing or use agreements.

Specific areas of research for each institution are as follows:

University of Idaho – Research Area A: Nuclear Materials and Fuel Cycle Engineering, Research Area B: Power Cybersecurity systems and Engineering, Research Area C: Nuclear Integrated Energy Systems with cross-cutting areas of artificial intelligence/machine learning across research area.

Idaho State University – Research Area A: Critical/Strategic Mineral and Materials, Research Area B: Environmental Sustainability and Security.

Boise State University – Research Area A: Advanced Materials and Manufacturing, Research Area B: Secure and Resilient Energy Systems.

Board staff recommends approval of all three requests.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

BOARD ACTION

I move to approve the Battelle Energy Alliance request, submitted by Boise State University, Idaho State University and University of Idaho, for the institutions to enter the Agreement for the Dissolution of the Consortium for the Center For Advanced Energy Studies and the Termination of the Consortium Agreement.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the Boise State University request to be removed from the Tenant Use Agreement through execution of the proposed Third Amendment to Tenant Use Agreement by Idaho State University, the University of Idaho and Boise State University.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve the request to rename the CAES building as the Critical Materials & Energy Systems Innovation Center-CMESIC.

Moved by _____ Seconded by _____ Carried Yes _____ No _____

I move to approve Idaho State University and the University of Idaho to further amend the Tenant Use Agreement, at a subsequent time and without the need for further Board of Education approval, for the purpose of changing the CAES building name to "Critical Materials & Energy Systems Innovation Center-CMESIC."

Moved by _____ Seconded by _____ Carried Yes _____ No _____

LEASE AGREEMENT NO. 00049377

BETWEEN

IDAHO STATE UNIVERSITY

AND

BATTELLE ENERGY ALLIANCE, LLC

FOR

THE CENTER FOR ADVANCED ENERGY STUDIES

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LEASE AGREEMENT

THIS LEASE, made and entered into this ____ day of October 2006, by and between the **IDAHO STATE UNIVERSITY** an institution of higher education and agency of the State of Idaho (**Lessor**), with the acknowledgment and consent of the University of Idaho and Boise State University, all three collectively referred to herein as the Idaho Universities Consortium, and **BATTELLE ENERGY ALLIANCE, LLC**, a limited liability company organized under the laws of the State of Delaware, (**Lessee or BEA**) collectively referred to as the **Parties**.

WHEREAS, BEA is the management and operating contractor for the Idaho National Laboratory (**INL**) under Contract with the U.S. Department of Energy (**DOE**); and

WHEREAS, the Idaho State Legislature, through appropriation of funds for the design and ultimate construction of a facility that will contain the Center for Advanced Energy Studies (**CAES**) at the Idaho Falls Center for Higher Education campus, has approved a facility to be jointly occupied by the Idaho Universities Consortium (**Consortium**) and BEA in a collaboration intended to foster the deployment of new technology beneficial to the residents of the state, to encourage further collaborative research between the Consortium and BEA, and to enhance educational offerings at the Idaho Falls Center for Higher Education campus;

WHEREAS, the Consortium contemplates the construction of a multipurpose building at the Idaho Falls Center for Higher Education campus in the City of Idaho Falls, Bonneville County, Idaho; and

WHEREAS, BEA, with the intent of collaborating with the Consortium, is desirous of renting general office, and dry and wet laboratory space in the facility, and BEA is willing to lease said space upon the terms and conditions and for the purposes hereinafter set forth;

NOW, THEREFORE, it is agreed:

ARTICLE 1 - DESCRIPTION OF PREMISES

Lessor, for and in consideration of the rental payments herein provided and the covenants and agreements herein contained, hereby agrees to lease to Lessee approximately _____ square feet or _____ of the gross square feet of space located in the facility that will contain CAES (**Premises or Building**), as more fully described in Exhibit A, Description of Premises, and by this reference made a part hereof. The Parties agree that Lessee will make available to the Lessor its leased laboratory and class room space on a non-interference basis and without cost; provided however, (1) such non-interference use by Lessor of Lessee's leased space must be pre-authorized in writing by Lessee's Director of the Center for Advanced Energy Studies, and (2) if Lessor's use of any of Lessee's leased space and associated equipment results in any damage (which includes the

release or disposal of any hazardous or regulated substance but excludes reasonable wear and tear), Lessor agrees to reimburse Lessee for such damage. All parking areas provided for Lessee's use are included in and subject to the terms and conditions of this Lease.

ARTICLE 2 - TERM

A. The term of this Lease shall be, subject to the provisions of Article 8 herein, for twenty (20) years beginning on the _____ day of _____, 200_ (**Effective Date**) and expiring on the _____ day of _____, 202_.

B. The Effective Date of this Lease shall be established by mutual agreement of the Parties signing a "Commencement Date Agreement" (see Exhibit B). The commencement date established in Exhibit B shall be when the requirements for beneficial occupancy have been met. The term "requirements for beneficial occupancy" means (1) the Lessor has met all requirements established in the Lease in order to place the Premises in a condition of occupancy and (2) a "Certificate of Occupancy" for the Premises has been issued by the City of Idaho Falls.

C. Rental payments, as described in Article 3, shall not accrue until the first day prescribed in the Commencement Date Agreement. However, if the Parties have not signed the Commencement Date Agreement by March 1, 2009 (assuming this Lease has not been terminated prior to March 1, 2009), Base Rent, established in section 3.A below, shall be payable monthly by Battelle Memorial Institute (**Battelle**); provided however, that Battelle shall have no obligation to pay Base Rent (or any other obligation) if the requirements for beneficial occupancy have not been met as a result of the actions or inactions of Lessor or its contractors responsible for the construction of the Premises.

ARTICLE 3 - PAYMENT

A. **Base Rent.** The Parties agree to amend this Lease by mutual agreement by signing Exhibit C of this Lease, which shall establish the base monthly rental (**Base Rent**). The Lessee covenants and agrees to pay Lessor as rental for the Premises the Base Rent to be established in Exhibit C. Base Rent shall be due on the fifth business day of each month, payable in arrears. Base Rent payments shall be made directly to the trustee identified in Article 24 (**Trustee**) for bonds to be issued by Lessor to finance the Premises (**Bonds**). Lessor agrees that Lessee's Base Rent payments to trustee are deemed to be payments to Lessor for purposes of satisfying Lessee's Base Rent obligations under this Lease.

B. **Service Rent.** In addition to the Base Rent, the Lessee shall pay a pro rata share (based on the relative percentage of the Parties' occupancy of the Premises as indicated in Article 1) of all actual maintenance and operations costs, utilities, parking (if charged in the future), and insurance (subject to change) on an annual basis. Such monthly payment shall be based initially on one twelfth (1/12) of the estimated annual cost, with payment due at the same time as the Base Rent, and the Service Rent subsequently being adjusted to actual annual cost within sixty (60) days after the end of each Lessor fiscal year. If the actual cost was less than the amount that the Lessee paid, such excess shall be allowed as a credit against the Service Rent charges next coming due or if at the end of the Lease such excess repaid to Lessee.

C. If Lessee fails to make payment to Trustee as required by Article 3.A, Lessor agrees to provide notice to Battelle and WG (as these terms are defined in Article 33.A) to the persons listed in Article 24 within ten (10) business days of such failure. Notwithstanding the foregoing requirement, a failure of the Lessor to give such notice shall not impact in any way (except as provided in the following proviso) the obligations of Battelle or WG hereunder; provided however, the obligations of Battelle or WG to make guaranty payments under this Lease shall not be triggered until Lessor or Trustee provide the Notice(s) required in Article 33.D.

ARTICLE 4 - TITLE

The Lessor warrants it has title to the Premises, or sufficient interest and rights in the Premises to guarantee the Lease with no interference to the Lessee's rights of possession under the Lease. Should the Lessee suffer any damages or expenses as the result of any defect in the Lessor's title or rights and interests in the Premises, the Lessor shall reimburse the Lessee for all such damages or expenses.

ARTICLE 5 - APPLICABLE LAWS, CODES AND ORDINANCES

The Lessor, as part of the Lease consideration, agrees to comply with all applicable laws, codes, ordinances, rules, regulations and requirements of all federal, state and municipal governments and their appropriate departments, commission, boards and officials applicable to the ownership and establishment of the Premises and at its own expense, to obtain all necessary permits and related items. The Lessee agrees to comply with all laws, codes, ordinances, rules, regulations and requirements of all federal, state and municipal governments and their appropriate departments, commissions, boards and officials applicable to its tenancy and use of the said Premises.

ARTICLE 6 - WARRANTY AS TO MECHANICAL EQUIPMENT AND UTILITIES

The Lessor warrants that the mechanical equipment and utilities will be in good serviceable and proper operating condition on the Effective Date, and agrees Lessor will maintain the equipment and utilities and perform regular preventative maintenance on all equipment and devices as recommended by the original equipment manufacturer during the Lease term, and any extension periods of this Lease. The equipment and utilities include all plumbing, heating, cooling systems, and electrical and mechanical devices and fixtures.

ARTICLE 7 - USE OF PREMISES

A. Lessee agrees that the Premises are to be used as laboratory facilities and associated offices. Lessee shall not allow use of the Premises in a manner which would increase insurance premiums (unless Lessee pays the increased premium through Service Rent) or for any illegal purpose.

B. Lessor shall provide Lessee with written notice of Lessor's requirements imposed upon the Premises by Lessor's environmental permits applicable to activities conducted on the Premises. Lessee shall ensure that all Lessee activities conducted on the Premises are in full compliance with Lessor's requirements contained in such written notification. In return, Lessor shall provide

adequate advance notice and opportunity to Lessee to comment upon any proposed change(s) to such environmental permits and shall cooperate fully with Lessee in making reasonable changes and accommodations with regard to such permits to facilitate Lessee's continued use of the Premises.

C. Lessee shall cooperate with the Lessor in the Lessor's development of general Premises policies and procedures (i.e., hazardous chemicals handling and disposal, reporting and tracking, fitness for duty, safety, etc.) for the management and operation of the Premises. Any subsequent modification or adjustment to such policies and procedures shall be in writing and shall be developed by Lessor in cooperation with Lessee. The Lessee, its agents, officers, employees, subcontractors, licensees, and invitees shall comply with such Premises policies and procedures for the management and operation of CAES and the Premises. Lessee's failure to comply with such policies and procedures shall be grounds for default as set forth in Article 22, "Default", including Lessee's continued non-compliance after Lessor's 60 days' notice.

D. Lessor and Lessee agree that each Party will allow the other to use designated areas of the Premises on a basis that does not interfere with planned activities of the other Party.

ARTICLE 8 - TERMINATION

A. Termination by Lessee. Lessee shall have the right upon 365 days' advance written notice to terminate this Lease for any reason.

B. Battelle Memorial Institute's/Washington Group International's Obligations. If Lessee (or its successors or assignees) terminates this lease under Article 8.A. of this Lease prior to payment in full of the principal and interest of the Bonds, the terms of Article 33 of this Lease shall apply effective the day after the last day of Lessee's occupation of the Premises.

C. Termination by Lessor. Lessor may terminate this Lease as allowed by Article 22 of this Lease.

ARTICLE 9 - COMMON AREAS AND ALTERATIONS TO PREMISES BY LESSOR

A. The Lessee shall have nonexclusive use of all areas of the Premises designated by the Lessor as common areas for the use generally of the tenants of the Premises. The Lessor shall maintain the common areas in good condition.

B. Prior to the commencement of the original leasehold term, in order to ready the Premises for Beneficial Occupancy, the Lessor shall, at its own expense, complete the work that is necessary to establish Beneficial Occupancy as generally described in Exhibit B.

C. With the approval of Lessor, the Lessee has the right during the Lease term or any option or extension to make alterations or to attach fixtures and erect signs in or upon the Premises; and Lessor's approval shall not be unreasonably withheld except as may be required by law. The fixtures, alterations and/or signs placed in, upon or attached to the Premises are and remain the

property of the Lessee or the United States Government (**Government**) and may be removed by the Lessee prior to or upon the expiration of this Lease. At the option of Lessee, and with the written consent of Lessor, Lessee's improvements may be left on the Premises upon termination or expiration of the term or any option of this Lease. If left after Lessee vacates the Premises, the improvements become the property of the Lessor. If the improvements are removed by the Lessee, the Lessee agrees to restore the Premises to their condition prior to installation of Lessee's property, reasonable wear and tear excepted. Plans for structural change will be submitted to the Lessor for approval and approval will not be unreasonably withheld.

D. Title to property of the Government will not be affected by the incorporation of the property or its attachment to any property not owned by the Government. Government property will not become a fixture or lose its identity as personalty because of affixation to realty. Any damage to the Premises caused by the removal of Government property will be repaired and restored by Lessee to its condition prior to attachment of government property, less normal wear and tear.

E. If major capital alterations or modifications are desired and mutually agreed upon the Lessor will provide them and a new rental rate will be negotiated to cover the cost of installation. Any real estate taxes or assessments, if any, resulting from capital improvement of the Premises by Lessor are the responsibility of Lessor.

ARTICLE 10 - IMPROVEMENTS

A. After the commencement of any leasehold term, and at Lessee's own expense, the Lessee may make additions or improvements to the Premises after having obtained Lessor's prior written approval to do so. Lessor's concurrence of any additions or improvements shall eliminate any right to request restoration or removal upon termination of this Lease.

B. Lessee may, during any leasehold term, install in the Premises such furnishings, machinery, equipment and fixtures as Lessee deems necessary for its use of the Premises, provided such furnishings, machinery, equipment, or fixtures do not materially damage the Premises, are not hazardous to other tenants or users of the property upon which the Premises are situated, are not in conflict with Lessor's permits or any other applicable regulatory requirements, and do not unduly interfere with any other tenant's use and enjoyment of their use of the Premises. Should Lessee's installation of any such furnishings, machinery, equipment and/or fixtures require service upgrades to the Premises to support the same, Lessee shall be responsible for all costs related to such service upgrades. During the term of the Lease, the furnishings, machinery, equipment, and fixtures shall remain the personal property of the Lessee. Upon early termination or expiration of the respective leasehold term, if there is no default by the Lessee in the Lease, the Lessee shall have the right to remove all such furnishings, machinery, equipment and fixtures from the Premises regardless of whether this personal property is attached to the Premises by piping, wiring, bolts, or otherwise. If so removed, Lessee shall repair any damage to Premises caused by the removal.

ARTICLE 11 - JANITORIAL SERVICES, MAINTENANCE AND REPAIR

A. All matters regarding maintenance and repair of the Premises (and Common areas if applicable) shall be referred to:

Name: Greg Horton, Manager, Facilities Operations

Office Address: ISU/UI Center for Higher Education, Room #100
P.O. Box 8150
Idaho Falls, ID 83402

Work Phone Number: (208) 282-7823

E-mail Address: hortgreg@isu.edu

Cell Number: (208) 221-4061

Home Address: 1850 Carmel Drive
Idaho Falls, ID 83402

Emergency Phone Number: (208) 282-2515

Said individual or his/her designee shall be available at all times to receive such contacts.

B. The Lessor shall provide and pay for janitorial services, maintenance, repair and replacement of the Premises, including the building interior, exterior, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease in order to keep the same in good repair and habitable condition, except for damage resulting from willful abuse or negligence of the Lessee. The appropriate share of these expenses (as provided in Article 3.B) will be billed to Lessee in the Service Rent. The Lessor shall have the right to enter upon the Premises at reasonable times in order to inspect the same and to perform such maintenance and repair, as well as replacement, but this right shall be exercised in a manner that does not unreasonably interfere with Lessee's use of the Premises.

C. Lessee shall operate and maintain the information technology (IT) infrastructure of the Premises. The cost for providing this service shall be allocated between the Parties pursuant to the terms of Article 3.B above and shall be accounted for in calculating Lessee's Service Rent. Lessor agrees that Lessee shall have 7 x 24 access to the entire Premises in order to operate and maintain the IT infrastructure.

D. Janitorial services, maintenance, repair, and replacement services by the Lessor, in accordance with Articles 11.B and 11.C, shall be agreed to in writing by the Parties. Such written agreement, which shall become Exhibit D of this Lease, shall specify the (i) scope and level of maintenance services to be performed and (ii) the Parties' pro-rata share of the costs of such services.

ARTICLE 12 - ASSUMPTION OF RISK

A. Lessor shall not be responsible for any injuries or damages incurred by Lessee, its agents, officers, employees, invitees or licensees arising from acts or omissions of any sublessee of the Lessee or from any cause other than the negligence or willful misconduct of Lessor or its employees.

B. Lessor shall take reasonable measures to maintain the Premises in safe and habitable condition and shall be responsible for injuries or damages incurred by Lessee, its agents, officers, employees, invitees or licensees arising out of or resulting from, and to the extent of, the negligence or willful misconduct of Lessor or its employees. Lessee shall be responsible for occupying and utilizing the space leased hereunder in a safe manner and shall be responsible for injuries or damages incurred by Lessor, its agents, officers, employees, invitees or licensees arising out of or resulting from, and to the extent of, the negligence or willful misconduct of Lessee or its employees.

ARTICLE 13 - LIENS

Each Party shall keep the Premises and the property on which the Premises are situated, free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by that Party. If any such lien is filed against the Building, Lessee's leasehold interest or Lessor, the Party responsible for incurring such lien shall cause the same to be discharged within twenty (20) days after the date of filing the same.

ARTICLE 14 - LIABILITY INSURANCE

A. Lessee shall provide and maintain at its sole cost and expense the following minimum insurance coverage throughout the original term of the lease agreement and any extensions thereof:

1. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) in the minimum amount of five million dollars (\$5,000,000) per occurrence, and with an aggregate limit of not less than five million dollars (\$5,000,000);
2. Workers compensation insurance in accordance with the laws of the state of Idaho;
3. Comprehensive business automobile liability insurance, including operation of owned, scheduled, non-owned, and hired automobiles, covering bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000) per occurrence;

B. All insurance required hereunder shall be maintained in full force and effect through a company or companies reasonably satisfactory to Lessor. All insurance required under paragraphs A.1 and A.3, above, shall name (the State of Idaho and the Idaho State Board of Education, in its capacity as

an executive department of state government, and in its capacity as the Board of Regents of the University of Idaho, the Board of Trustees of Boise State University, and the Board of Trustees of Idaho State University, and each of their respective officers, employees, agents, and assigns (all of whom are collectively referred to as the **University Insureds**) as additional insureds), and shall contain a clause requiring written notice to Lessor thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail; provided, however, that Lessee's insurance shall name the University Insureds as additional insureds solely with regard to claims arising out of the Lessee's use of the Premises under this Lease; and provided further that nothing in this paragraph B shall be construed to extend Lessee's insurance policies to any of the University Insureds with regard to any claims that arise out of or result from the sole actions/inactions of the University Insureds. Coverage on a claims made basis shall survive for a period of not less than three (3) years after termination of this Lease. Certificates of insurance evidencing compliance with this Article shall be supplied contemporaneously to Lessor with the execution and delivery of this Lease. Said certificates shall evidence compliance with all sections of this Article.

ARTICLE 15 - PROPERTY INSURANCE

The Lessor shall provide and maintain "All Risk" property and casualty insurance on the Building, together with rental interruption insurance, insuring the Building against damage or loss resulting from fire or other casualty; provided, however, that Lessee shall pay its pro rata share of such cost of insurance as part of the Service Rent as provided in Article 3.B. Lessee shall be a named insured on such insurance. Lessor shall not provide personal property insurance on any of Lessee's personal property used, stored or otherwise situated within the Building, and Lessee shall bear all responsibility for any damage or loss to said personal property, regardless of the cause. Lessor will provide copies of the insurance policies to Lessee, Battelle, and WG.

ARTICLE 16 - CONDEMNATION

In the event the Premises are condemned for public use, whether the right condemned shall consist of the fee title or interest less than fee simple but of such nature as to render operations by the Lessee impractical or unfeasible, then this Lease shall forthwith terminate, without any further obligation by Lessee, Battelle, or WG under any provision of this Lease. Lessor shall not be obligated in any way to Lessee or Battelle as a result of such condemnation, except (i) to pay to Lessee any sums actually paid to Lessor by the condemning authority for rent paid by Lessee but not yet earned by Lessor, or for leasehold improvements owned by Lessee and (ii) to apply the condemnation proceeds, to the extent available, to pay in full the then-outstanding principal and interest of the Bonds.

ARTICLE 17 - DAMAGE OR DESTRUCTION

A. Except as provided in Article 15, if the Premises are damaged or destroyed by fire or any cause other than an act or omission of Lessee, its employees, agents, invitees, or licensees, Lessor shall restore the Premises, except for such fixtures, improvements and alterations as are installed by Lessee, as nearly as practicable to their condition immediately prior to such damage or destruction.

Lessee, at Lessee's expense, may so restore all such fixtures, improvements, and alterations installed by the Lessee. With regard to losses not covered by insurance, Lessor, at Lessee's expense, shall so restore the Premises with respect to all damage caused by any act or omission of Lessee, its employees, agents, invitees or licensees, and Lessee agrees to reimburse Lessor upon demand for all sums expended for such restoration. The obligations to restore provided in this paragraph shall be subject to Lessor's termination rights provided below. Any restoration shall be promptly commenced and diligently prosecuted, subject to availability of funds (which includes the proceeds of any applicable insurance policy) and to the terms and conditions of any applicable bond purchase or related agreement. Lessor shall not be liable for any consequential damages by reason of any such damage or destruction.

B. Notwithstanding any of the foregoing provisions of this Article, in the event the Premises shall be destroyed or damaged to such an extent that Lessor deems that it is not economically feasible to restore the same, then Lessor may terminate this Lease as of the date of the damage or destruction by giving the Lessee notice to that effect. Upon such termination, neither Lessee, Battelle, nor WG shall have any further obligation to Lessor under any provision of this Lease.

C. If Lessor undertakes to restore the Premises as provided within this Article, then commencing with the date of the damage or destruction and continuing throughout the period of restoration, the Service Rent and Base Rent for the Premises shall be abated for such period in the same proportion as the untenable portion of the Premises bears to the whole thereof, except that there shall be no abatement to the extent that any such damage or destruction is caused by any act or omission of the Lessee, its employees, agents, invitees or licensees, in which case the Parties expect that rental interruption insurance shall apply.

D. If the damage to or destruction of the Premises (i) renders that portion of the Premises covered by this Lease untenable in any degree and (ii) such loss or destruction is covered by insurance, the proceeds of such insurance shall be applied as follows: (a) the proceeds from the property and casualty insurance shall be applied to restore the Premises if Lessor determines to restore the Premises; and if Lessor determines not to restore the Premises, such insurance proceeds shall be applied first to payment in full of the then-outstanding principal and interest of the Bonds, with any remainder of the insurance proceeds payable to Lessor, and (b) the proceeds from the rental interruption insurance shall be used to pay the principal and interest coming due on the Bonds.

E. If the damage to or destruction of the Premises renders that portion of the Premises covered by this Lease untenable in any degree and such loss or destruction is not covered by insurance, Battelle and WG shall be responsible to make payment of the principal and interest on the Bonds as they come due in proportion to their respective obligations described in Article 33.

ARTICLE 18 - CLOSURE AND SURRENDER OF PREMISES

Subject to the covenants and conditions set forth within this Lease, Lessee, at the expiration or sooner termination of this Lease, shall quit and surrender the Premises in good, neat, clean and

sanitary condition, except for reasonable wear and tear, and damage not caused by acts or omissions by Lessee, its employees, agents, invitees or licensees.

ARTICLE 19 - ACCESS TO PREMISES

Lessee will allow Lessor free access at all reasonable times to said Premises for the purpose of inspection and to fulfill any of Lessor's obligations under this Lease. Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on said Premises for ninety (90) days prior to expiration of this Lease.

ARTICLE 20 - HOLDOVER

If Lessee lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month to month tenancy. During such tenancy Lessee agrees to pay Lessor the same rates as the just expired term, and to be bound by all the applicable terms, covenants and conditions herein specified. Such tenancy may be terminated by either Party upon giving thirty (30) days prior written notice to the other Party.

ARTICLE 21 - DISPUTES AND GOVERNING LAW

A. Pending resolution of a disputed matter, the Parties shall continue performance of their respective obligations pursuant to this Lease. Disputes regarding any factual matter relating to this Lease shall be discussed by the Parties' authorized representatives who shall use their reasonable efforts to amicably and promptly resolve the dispute. If the authorized representatives are unable to resolve any controversy or claim arising out of or relating to this Lease, or the breach thereof, the Parties agree that the controversy or claim shall be submitted to non-binding mediation by a mediator satisfactory to both Parties.

B. This Lease shall be governed by the law of the State of Idaho. Any action arising from this Lease shall be filed in State District Court in Bonneville County, Idaho.

ARTICLE 22 - DEFAULT

A. If any rents reserved, or any part thereof, shall be and remain unpaid when the same shall become due, or if Lessee shall violate or default in any of the covenants and agreements herein contained, then the Lessor may terminate this Lease upon giving sixty (60) days prior notice, and re-enter and take possession of said Premises. Notwithstanding such re-entry by Lessor, the liability of Lessee for the Base Rent and Service Rent provided herein shall not be extinguished for a period of 365 days. Lessee shall continue to pay the Base Rent and Service Rent as they become due, and covenants and agrees to make good to the Lessor any deficiency arising after re-entry and re-letting of the Premises at a lesser rental than herein agreed to for a period of no more than 365 days; provided however, to the extent Lessor's duty to mitigate damages is satisfied through the receipt of rentals from another tenant, Lessee's obligation to pay rentals (Base Rent and Service Rent) shall be reduced commensurately. The Lessee shall pay such deficiency each month as the

amount thereof is ascertained by the Lessor. Nothing in this section 22.A shall be construed to affect Battelle's or WG's obligations under Article 33.

B. The rights and remedies of the Lessor in this Article are in addition to any other rights or remedies provided by law and under this Lease.

C. Lessor will not be in default under this Lease unless Lessor fails to perform an obligation required of the Lessor under this Lease within thirty (30) days after written notice by registered mail from Lessee to Lessor and to the Trustee specifying the obligation that the Lessor has failed to perform. If more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if it commences performance within thirty (30) days after written notice. If Lessee's beneficial use of a substantial portion of the Premises is materially impaired by Lessor's default, the opportunity to cure cannot exceed one hundred eighty (180) days. If, at the end of such 180-day cure period, Lessor has not cured the default, this Lease (including all obligations of Lessee, Battelle, and WG to Lessor) may at the Lessee's option (and with notice to the Lessor and the Trustee) be terminated. In the case of damage or destruction of any portion of the Premises, Lessor shall not be considered to be in default hereunder if it is reasonably proceeding with repair or replacement of the damaged or destroyed Premises.

ARTICLE 23 - LIMITATION OF LIABILITIES

A. Neither Party shall be liable to the other Party for indirect, consequential, or special damages whether based on tort, contract, strict liability or other legal or equitable theory or action.

B. Neither Party shall be liable under this Lease for, or be considered to be in material breach or default under this Lease on account of any delay in or failure of performance due to Force Majeure. Force Majeure is defined as any event, cause or condition beyond a party's reasonable control (such events, causes or conditions include but are not limited to: fire, flood, earthquake, volcanic activity, wind, and other acts of the elements; court order and act or failure to act of civil, military or governmental authority; strike, lockout and other labor disputes; riot, insurrection, sabotage and war; breakdown of or damage to facilities or equipment; and any act or omission of any person or entity except an act or omission of such party or of such party's contractors or suppliers of any tier or anyone acting on behalf of such party that is within the reasonable control of such party or of such party's contractors or suppliers of any tier acting on behalf of such party), which prevents or delays the party claiming the Force Majeure from performing its obligations under this Lease; provided, however, that any party claiming Force Majeure shall be entitled to a delay only to the extent, despite the exercise of due diligence, it is unable to overcome the effects of the Force Majeure event. In the event of Force Majeure, the time for performance thereby delayed shall be extended by a period of time reasonably necessary to compensate for such delay. Nothing in this paragraph shall require either party to settle any strike, lockout or other labor dispute. Each party shall give the other party prompt written notice of any event it considers to be a Force Majeure.

ARTICLE 24 - NOTICES

All notices, demands, and requests to be given by either party to the other shall be in writing and served either personally or sent by United States mail, postage pre-paid, to the addresses below or such other addresses as may be designated by the parties from time to time:

TO LESSOR at:	Vice President for Financial Services Idaho State University Campus Box 8219 Pocatello, ID 83209
TO LESSEE at:	Battelle Energy Alliance, LLC ATTN: Director, Supply Chain Management P.O. Box 1625 Idaho Falls, ID 83415
TO TRUSTEE at:	U.S. Bank National Association ATTN: corporate Trust Department P.O. Box 7928 Boise, ID 83707
TO Battelle at:	Russell P. Austin Battelle Memorial Institute 505 King Avenue Columbus, Ohio 43201-2693
TO WG at:	Washington Group International ATTN: Associate General Counsel 106 Newberry Street, SW Aitken, SC 29801

ARTICLE 25 - WAIVER OF RIGHTS

The failure of either Party to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option or right herein conferred, shall not be construed to be a waiver or relinquishment of any such option or right, or any other covenants or agreements, but the same shall be and remain in full force and effect.

ARTICLE 26 - TRANSFER OF OBLIGATION

The covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and agreed assigns of any or all the Parties hereto.

ARTICLE 27 - HAZARDOUS SUBSTANCES TRACKING AND COMMUNICATION

A. Lessee is responsible for tracking, recording, and proper use and disposal of all of the hazardous substances that are received, stored, handled or disposed of by Lessee on or from the Premises, including spills or accidents involving hazardous substances within the Premises, and both planned and unplanned releases to the environment. Lessee shall maintain appropriate inventory and material balance records for their material, accordingly.

B. Lessee shall provide Lessor with current data documenting such tracking and recording required under Paragraph A above, and cooperate with Lessor to integrate such data into a CAES computerized data base system.

ARTICLE 28 - ORDER OF PRECEDENCE

The Contract comprises the following documents in the order of precedence set forth below:

1. CAES Lease Agreement and Amendments thereto
2. Exhibit C, Base Rental Rate Agreement
3. Exhibit A, Description of Premises
4. Exhibit B, Commencement Date Agreement
5. Exhibit D, Janitorial Services, Maintenance and Repair

The above order of precedence controls in the event of any conflict, inconsistency or ambiguity in the terms and conditions set forth within these documents.

ARTICLE 29 - SHARED USE OF SPACE AND EQUIPMENT

The Parties acknowledge and agree that the cooperation, collaboration, and shared use of space, equipment and personnel for research are important to the successful operation of this facility. In that regard, the provisions of this Lease shall be interpreted in such a manner as to support such purposes.

ARTICLE 30 - ARTICLES INCORPORATED BY REFERENCE

The following Federal Acquisition Regulation (FAR) clauses and Federal Acts are incorporated herein by reference.

1. Affirmative Action for Workers With Disabilities, FAR 52.222-36 (Jun 1998)
2. Americans with Disabilities Act, 28 CFR Part 36, (as revised July 1, 1994).
3. Equal Opportunity, FAR 52.222-26 (Feb 1999)
4. Limitations on Payments to Influence Certain Federal Transactions, FAR 52.203-12 (Jun 1997)
5. Anti-Kickback Act of 1986 (Jul 1995)
6. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001), FAR 52.222-35. (Dec 2001)

ARTICLE 31 - EXAMINATION OF RECORDS

Unless exempted by applicable law, Lessor and Lessee agree that the State of Idaho and the Comptroller General of the United States or the DOE Inspector General or any duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of Lessor or Lessee that are relevant to each such Party's performance under this Lease.

ARTICLE 32 - ASSIGNMENT

Except as otherwise provided in this Lease, the interest of either Party in this Lease shall not be assigned to a third-party without the written consent of the other Party, which consent shall not be unreasonably withheld.

ARTICLE 33 - STATUS OF BATTELLE MEMORIAL INSTITUTE AND WASHINGTON GROUP INTERNATIONAL

A. Parent Company Assurance:

1. Battelle Memorial Institute. For the purpose of providing partial financing to assist in construction of the Building, Battelle Memorial Institute (**Battelle**) is a party to this Lease for the sole and limited purpose of providing secondary security, as provided in Article 33.D below, for the payment of principal and interest on the Bonds in the principal amount of \$8.88 million (**Battelle Guaranty**), payment of principal and interest on such Bonds being referred to hereafter as **Bond Debt**. The primary security for the Bond Debt is the Base Rent due Lessor under this Lease. Except as provided in Article 33.D, Battelle has no obligation to Lessor under this Lease. The Guaranty is being made by Battelle for good and valuable consideration.
2. Washington Group International. For the purpose of providing partial financing to assist in construction of the Building, Washington Group International (**WG**) is a party to this Lease for the sole and limited purpose of providing secondary security, as provided in Article 33.D below, for the payment of principal and interest on the Bonds in the principal amount of \$1.12 million (**WG Guaranty**), payment of principal and interest on such Bonds being referred to hereafter as **Bond Debt**. The primary security for the Bond Debt is the rentals due Lessor under this Lease. Except as provided in Article 33.D, WG has no obligation to Lessor under this Lease. This Guaranty is being made by WG for good and valuable consideration, including without limitation, satisfaction of WG's obligations to assist in the development of projects such as CAES.
3. Pro-Rata Obligations. The obligations of Battelle and WG to pay the Bond Debt are pro-rated such that any insufficiency in the Base Rent hereunder to pay the Bond Debt shall be satisfied 88.8% by Battelle and 11.2% by WG.

- B. Amortization of Bond Debt. The Parties agree that the Base Rent paid to Lessor under Article 3.A of this Lease shall be applied to pay the Bond Debt of both Battelle and WG in proportion to the Bond Debt each has guarantied as provided in Article 33.A above. Payments made to Lessor under Article 3.B for maintenance of the Building shall not be considered rental payments for purposes of this Article 33.B
- C. Successor Contractor. If (i) the Lessee's contract with DOE (Contract No. De-AC07-05ID14517) expires or is terminated before payment in full of the Bond Debt and (ii) Lessee is succeeded by another contractor, Lessor hereby consents to Lessee's assignment of this Lease to the successor contractor; and Battelle's and/or WG's obligations described in paragraph D below apply to the assigned Lease. The payments of Base Rent made to Lessor by such successor contractor shall be applied as prescribed in Article 33.B above. Lessor agrees that despite assignment of this Lease to any successor contractor, the provisions of this Article 33 with respect to the release of Battelle and/or WG upon payment in full of the Bond Debt is made for the express benefit of Battelle and WG and is enforceable by Battelle and WG with respect to their respective portions of the Bond Debt.
- D. Battelle's/WG's Obligations and Rights.
1. If the Base Rent payments made under this Lease, as provided in Articles 33.B and 33.C above, are insufficient at any time or from time to time to pay in full the Bond Debt, as and when the same shall come due (in whole or in part), or if Lessee (or its successors or assignees) terminates the Lease pursuant to Article 8, Battelle and WG shall be responsible, in proportion to their respective guaranties of the Bond Debt as provided in Article 33.A above, for making payment to the Trustee (as assignee of Lessee) of amounts sufficient to pay in full the Bond Debt. These assurances of payment by Battelle and WG are guaranties of payment when due and not just collection from Lessee. These guaranties of payment of the Bond Debt shall survive the termination of this Lease, except as otherwise expressly provided herein.
 2. If Lessee's Base Rent payments are insufficient for Trustee to make any semi-annual payment on the Bond Debt when such payment comes due, Lessor shall notify Battelle and WG of (i) the total amount of such deficiency and (ii) the amount of such deficiency that is allocable to Battelle and WG in proportion to their respective guaranties of the Bond Debt as provided in Article 33.A above.

Battelle and WG agree to pay to the Trustee their respective share of such insufficiency within 15 days of their receipt of notice by the Lessor or the Trustee of such insufficiency.

3. The Parties agree that the sole obligation of Battelle and WG under Article 33.D.2 shall be to make payments, in their respective proportions as provided in Article 33.A, necessary to cure the deficiency in Lessee's Base Rent payments necessary to make the semi-annual payment on the Bond Debt when the same has come due. In the event that Battelle or WG shall fail for any reason to pay their respective share of the Bond Debt within 60 days of their receipt of notice of insufficiency, the Lessor may, at its sole option, demand payment from Battelle or WG, as the case may be, of the full amount of their respective shares of the Bond Debt then outstanding plus interest thereon (at the Bond interest rate) to the next date upon which the Bonds may be redeemed.
 4. If Battelle's/WG's guaranty obligations hereunder are triggered by the Lessee's termination of the Lease, Battelle and/or WG, at their sole discretion, reserve the right to assume assignment of the Lease. Upon acceptance of assignment of this Lease, Battelle and/or WG shall succeed to the rights and obligations of Lessee or any successor contractor under this Lease; provided however, that Battelle and/or WG shall accept assignment of this Lease solely for the time necessary to amortize the Bond Debt and once the Bond Debt is amortized, Battelle and/or WG shall be immediately and automatically released from any and all obligations under this Lease.
- E. Release of Battelle/WG. Once the Bond Debt is paid in full as provided under the terms of this Lease, Battelle and WG shall be released from any and all obligations under this Lease.
- F. Sublease. The Parties agree that (i) Lessee or (ii) Battelle and/or WG provided Battelle and/or WG become the Lessee under Article 33.D above, may enter into subleases under this Lease regarding the Leased Premises; provided that any such sublease shall be consistent with the CAES mission as expressed in either this Lease or the BEA prime contract.
- G. Individual Guaranties. The Parties acknowledge and agree that the obligations of Battelle and WG under this Lease, including without limitation their respective guaranties, are

individual and separate as opposed to joint and several. Therefore, (i) in the event Battelle fails to meet its Battelle Guaranty obligation, no Party shall have any right to pursue WG for the same and (ii) in the event WG fails to meet its WG Guaranty obligation, no Party shall have any right to pursue Battelle for the same.

ARTICLE 34 – APPLICATION OF CONSTRUCTION CONTINGENCY FUNDS

If, upon completion of the construction of the Building, Lessor's construction manager has any funds in its account that were contributed by Lessee, the Parties agree that such remaining funds shall be applied to the next-due Bond payment; provided, the Parties agree to make a corresponding adjustment to the next-due Base Rent payment.

ARTICLE 35 - ENTIRE AGREEMENT

This Lease and Exhibits "A", "B", "C" and "D" hereto contain the entire and integrated agreement of the Parties and may not be modified or amended except in writing signed and acknowledged by both Parties.

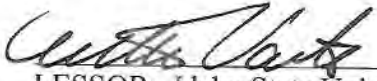
In the process of securing financing, certain provisions of this Lease may require amendment or conformance with the financing documents. Both Parties agree to cooperate and act in good faith in considering and approving required amendments. In addition, Lessee, Battelle and WG agree to make reasonable disclosures related to and necessary for the process of securing financing.

ARTICLE 36 – BOARD AND CONTRACTING OFFICER APPROVAL

This Lease is executed by the designated representatives of the Parties and entities identified in the signature article below subject to (i) the final approval of the Lease by the State Board of Education and (ii) the Lease satisfying the limiting conditions prescribed in a certain Department of Energy letter dated October 4, 2006 from the contracting officer regarding the Lessee's signature authority for this Lease. Upon the satisfaction of the two foregoing contingencies, this Lease shall be effective immediately and without further consent of or action by the Parties.

ARTICLE 37 – COUNTERPART SIGNATURES

The signatories to this Lease, below, agree that this Lease may be executed in any number of counterparts with the same effect as if all the signatories had signed the same document, and all counterparts shall be construed together and shall constitute one written document.

 _____ LESSOR: Idaho State University	<u>President</u> _____ Title	<u>10/23/06</u> _____ Date
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_____ LESSEE: Battelle Energy Alliance, LLC	_____ Title	_____ Date
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_____ BATTELLE MEMORIAL INSTITUTE	_____ Title	_____ Date
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_____ WASHINGTON GROUP INTERNATIONAL	_____ Title	_____ Date
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ACKNOWLEDGED AND CONSENTED TO:

_____ University of Idaho	_____ Title	_____ Date
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_____ Boise State University	_____ Title	_____ Date
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LESSOR: Idaho State University

Title

Date



LESSEE: Battelle Energy Alliance, LLC

President & Managing Director
Title

10/19/06
Date


BATTELLE MEMORIAL INSTITUTE

President & CEO
Title

10/13/06
Date


BATTELLE MEMORIAL INSTITUTE

EVP & CFO
Title

10/12/06
Date

WASHINGTON GROUP
INTERNATIONAL

Title

Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho

Title

Date

Boise State University

Title

Date

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LESSOR: Idaho State University

Title

Date

LESSEE: Battelle Energy Alliance, LLC

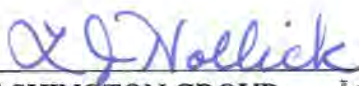
Title

Date

BATTELLE MEMORIAL INSTITUTE

Title

Date



WASHINGTON GROUP
INTERNATIONAL

Legal Department
Date: 10/11/06
Attorney: Ma

Sr. V.P., Strategic Programs, for
President of Energy & Environment

Title

Oct. 11, 2006

Date

ACKNOWLEDGED AND CONSENTED TO:

University of Idaho

Title

Date

Boise State University

Title

Date

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LESSOR: Idaho State University

Title

Date

LESSEE: Battelle Energy Alliance, LLC

Title

Date

BATTELLE MEMORIAL INSTITUTE

Title

Date

WASHINGTON GROUP
INTERNATIONAL

Title

Date

ACKNOWLEDGED AND CONSENTED TO:



University of Idaho

Vice President Finance and
Title Administration

16 Oct 06
Date

Boise State University

Title

Date

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LESSOR: Idaho State University	Title	Date
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LESSEE: Battelle Energy Alliance, LLC	Title	Date
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BATTELLE MEMORIAL INSTITUTE	Title	Date
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WASHINGTON GROUP INTERNATIONAL	Title	Date
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ACKNOWLEDGED AND CONSENTED TO:

University of Idaho	Title	Date
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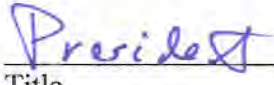
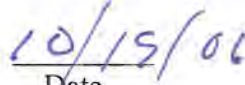
		
Boise State University	Title	Date

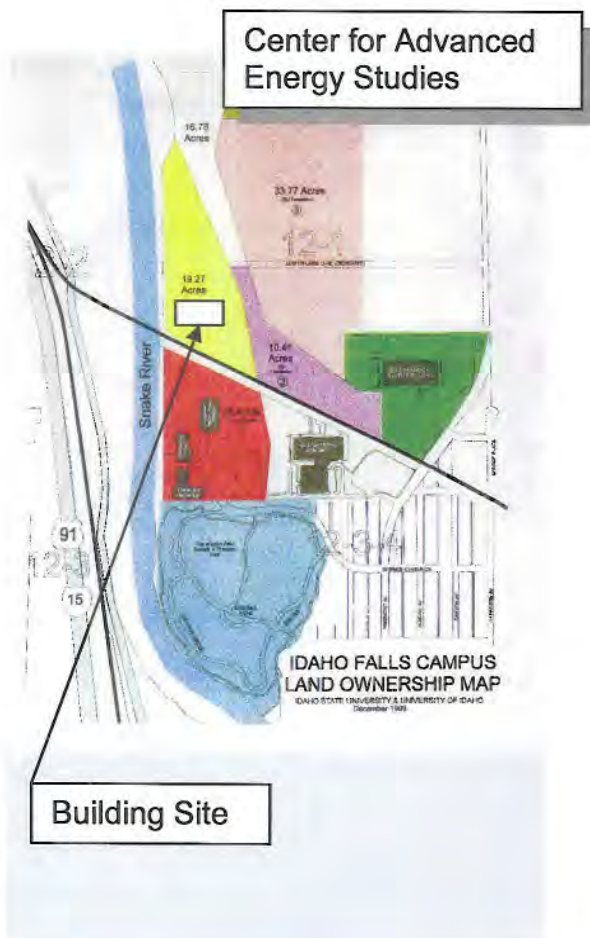
Exhibit A

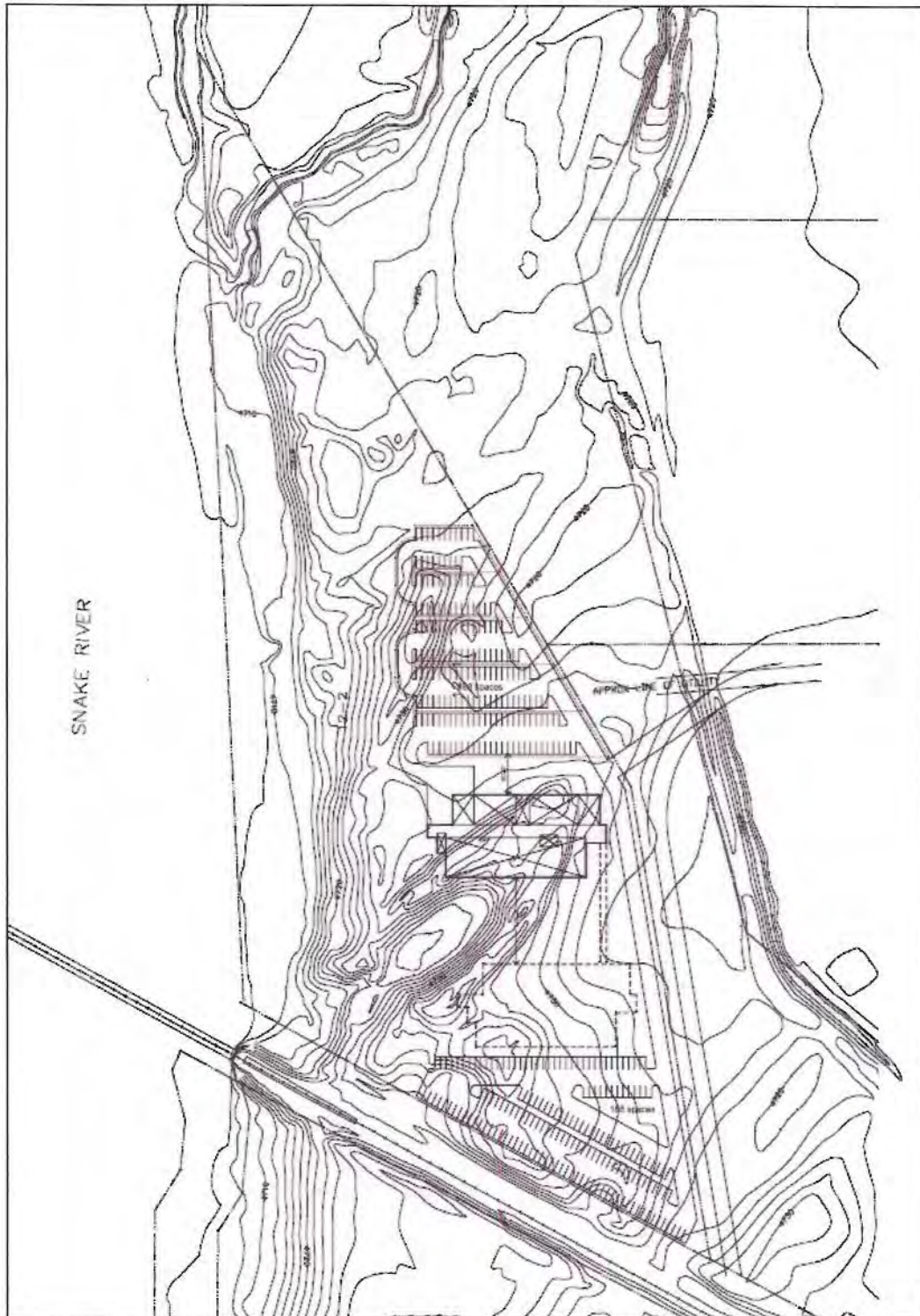
LEASE AGREEMENT NO. 00049377

DESCRIPTION OF PREMISES

The Center for Advanced Energy Studies (CASE) building will be at least 55,000 square feet located on seven acres of State of Idaho property in Idaho Falls, Idaho. The property is part of approximately 19 acres adjacent to land owned by the Idaho State University Foundation. The CAES building is located at 1000 University Boulevard in Idaho Falls, Idaho 83402.

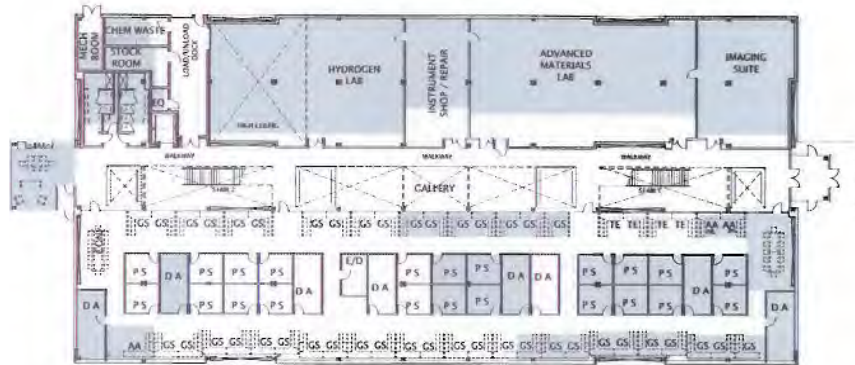
The legal description of the seven acres is: Beginning at the Southeast corner of Lot 1, Block 1, Bureau of Land Management Administration Building Site, Division No. 1, Bonneville County, Idaho; running thence N.10°05'38"W. along the Lot line 707.53 feet; thence N.32°17'32"W. along the Lot line 247.90 feet; thence S.89°52'14"W. 300.96 feet; thence S.10°05'38"E. 693.95 feet to the South line of said Lot 1, thence S.62°58'40"E. along said South line 498.18 feet to the point of beginning.





Site Location for the Center for Advanced Energy Studies Building

When completed, the CAES building will consist of offices for senior administrators, researchers, and graduate students. It will also have laboratories for research in hydrogen, advanced materials, chemistry, radiochemistry, system modeling, visualization, analytical instrumentation, and imaging to be used collaboratively by members of the CAES team. Space will also be provided for collection and temporary storage of hazardous waste.



FIRST FLOOR PLAN
 1"=20' @ 11x17

LEGEND
 INCL
 UNIVERSITIES
 Assumes average gross-up factor of 1.5



SECOND FLOOR PLAN
 1"=20' @ 11x17

LEGEND
 INCL
 UNIVERSITIES
 Assumes average gross-up factor of 1.5

The CAES site will provide approximately 168 parking spaces for the building occupants and users.

EXHIBIT B

LEASE AGREEMENT NO. 00049377

COMMENCEMENT DATE AGREEMENT

WHEREAS, by Lease Agreement dated _____, 2006 ("Lease") Lessor leased to Lessee approximately _____ gross square feet of particular space, located in the City of Idaho Falls, Bonneville County, Idaho, (hereinafter called the "Premises") for a period of twenty (20) years ("Term") to commence and expire as provided in Article 2. A of the Lease; and

WHEREAS, Article 2.B of the Lease states that the Commencement Date shall be when the requirements for beneficial occupancy have been met. By fixing a commencement date and termination date and signing this document, Lessor and Lessee agree that those requirements have been met.

NOW, THEREFORE, Lessor and Lessee hereby agree that the Commencement date of the Term shall be _____, 2008, and the Expiration date shall be _____, 2028, unless terminated as otherwise provided in the Lease.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the date first above written.

LESSEE:

LESSOR:

BATTELLE ENERGY ALLIANCE, LLC

IDAHO STATE UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT C

LEASE AGREEMENT NO. 00049377

BASE RENT

Agreement made this 11th day of December 2006, by and between Idaho State University, an institution of higher education and agency of the State of Idaho, hereinafter called "Lessor" and Battelle Energy Alliance, LLC, a Limited Liability Company organized under the laws of the State of Delaware, hereinafter call "Lessee".

WHEREAS, by Lease Agreement dated October 23, 2006 ("Lease") Lessor leased to Lessee a certain amount of gross square feet (as provided in Article 1 of the Lease), located in the City of Idaho Falls, Bonneville County, Idaho, (hereinafter called the "Premises") for a period of twenty (20) years to commence and expire as provided in Article 2.A of the Lease; and

WHEREAS, Article 3.A of the Lease provides for the Lessor and the Lessee to execute this Exhibit C once the exact monthly rental rate (Base Rent) is known.

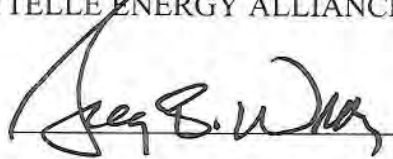
NOW, THEREFORE, Lessor and Lessee hereby agree that the Base Rent that Lessee shall pay Lessor, in accordance with the terms of the Lease, is (i) \$44,333.00 from September 5, 2008 through March 5, 2009 and (ii) \$70,842.00 from April 5, 2009 through March 5, 2028 (except as provided below in the following paragraph), which equals approximately 1/6th of the semiannual interest next due on the Bonds and 1/12th of the annual principal payment next due on the Bonds, plus Trustees fees; provided however, at the time the Parties sign the Commencement Date Agreement (Exhibit B of the Lease), the Parties may revise this Exhibit C to specify the actual Base Rent based on the actual Commencement Date. In addition, Lessor and Lessee shall pay Service Rent as provided in Article 3.B of the Lease.

Lessor and Lessee hereby further agree that if the Bond Debt is amortized entirely before the termination of the Lease, the Base Rent shall be \$1.00 per square foot per year. Total square footage leased by Lessee shall be determined by Article 1 of this Lease.

IN WITNESS WHEREOF, the Parties hereunto have executed this Agreement as of the date first above written.

LESSEE:

BATTELLE ENERGY ALLIANCE, LLC

By: Title: Director, Supply Chain ManagementDate: 12/12/2006

LESSOR:

IDAHO STATE UNIVERSITY

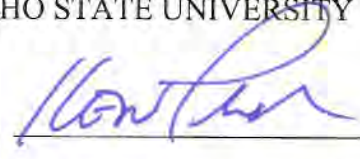
By: Title: Financial Vice PresidentDate: 12/13/06

EXHIBIT "D"

AGREEMENT REGARDING MAINTENANCE
AND OPERATIONS SERVICES

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Signature Block:

1. Introduction

The Center for Advanced Energy Studies (CAES) is a Joint Institute, which brings together the talents, facilities and capabilities of Idaho State University, University of Idaho, Boise State and the Idaho National Laboratory, (including the prime contractor, Battelle Energy Alliance (BEA)). The mission of CAES is to address critical science issues that resolve the many challenges associated with providing an appropriate mix of advanced energy technologies in relation to critical United States and global energy needs. CAES will address a variety of energy sources that are areas critical to ensuring U.S. energy security. Areas of particular concern include, but are not limited to: affordability, limited mission environmental impacts, and leadership in the global energy arena. Advanced energy sources to be researched include nuclear, hydrogen, fossil fuels (coal, oil and gas), and the full spectrum of renewable energy sources.

CAES will advance the education of the next generation of scientists and engineers, engage in long-term university-based research activities, and host a range of national and international events. Activities are being designed to facilitate an informed debate, which will address the questions and issues concerning the best energy technology mix necessary to meet U.S. global needs. This dialogue will present facts about the benefits of various energy sources including nuclear, fossil, renewable, energy in the world energy, and environmental debate, and conduct a wide range of academic and public activities. The Center will serve as a hub for an Idaho universities network and as a conduit for developing collaboration, partnerships and connectivity between researchers.

The CAES facility is located on the Idaho Falls Center for Higher Education campus in Idaho Falls, Idaho. Contributing members of the Center use the building and grounds to collaborate, conduct research and education in support of the Center's mission.

2. Purpose

Pursuant to Article 11 of the Lease Agreement Between Idaho State University and Battelle Energy Alliance, LLC for the Center for Advance Energy Studies, (the "Lease"), the Parties have agreed to set forth in Exhibit "D" of the Lease, the scope and level of maintenance services to be performed by ISU and the parties' pro-rata share of the costs of such services. The purpose of this Exhibit D is to set forth those services and costs and to outline and agree upon basic policies and procedures for the operation and maintenance of the Center for Advanced Energy Studies facility. The CAES Steering Committee (CAESSC) recommends changes to policies and procedures outlined in this Exhibit D, and the Parties hereto must agree in writing, to any amendments.

3. Organization

3.1 Center for Advanced Energy Studies Steering Committee

The CAESSC is responsible for the oversight of the Building's operations and management. The CAESSC consists of one representative from each CAES member, as set forth in the Memorandum of Agreement previously entered into between BSU, ISU, U of I and BEA.

The CAESSC is the first level of institutional partnership and will meet as scheduled by the chair. The CAESSC is responsible for governance and recommendations of:

1. Space assignment and use;
2. Major renovations or remodeling (changes to interior or exterior structure and organization);
3. Policy issues regarding the management and operation of the CAES facility; and
4. Resolution of facility use conflicts.

3.2 Idaho State University

Idaho State University (ISU) is the Lessor pursuant to the Lease and is responsible for collecting rents and managing funds for bond repayment and

facility maintenance. ISU will also administer facility maintenance, renovation, and remodeling projects, and will coordinate with the Idaho Division of Public Works and other Idaho state agencies as necessary.

Safety and security will be administered by ISU Public Safety. Control of hazardous materials will be coordinated as set forth in Section 6.2 herein and in compliance with the terms set forth in the Lease.

3.3 Idaho Falls Center for Higher Education Facilities Maintenance and Management Staff

Day-to-day operation and maintenance of the Building is the responsibility of ISU. The facility administrator and the maintenance and operations staff at the Idaho Falls Center for Higher Education will operate, clean, and maintain the Building. Backup support will be provided through contracted service agreements and from the ISU Pocatello campus.

4. Space Assignments, Utilization and Equipment

4.1 Assignment of Space Within the CAES Building

Facilities within the CAES building are classified as assigned, multi-use, and common.

4.1.1 Assigned Space

Use of offices and research laboratory spaces not leased by BEA will be requested from the CAESSC through the CAES Director. The CAES Director will review all such requests and assign space based on need.

4.1.2 Multi-use Space

Multi-use spaces include all laboratory and laboratory-support spaces not leased to BEA or to other CAES Members or to third parties. These spaces may be temporarily assigned by the CAES Director or left open for occasional use. The cost of maintenance and operations will be the responsibility of the agency to which the space is assigned.

4.1.3 Common Space

Subject to the terms of Article 9.A of the Lease, space used by all building occupants (such as restrooms, hallways, mechanical rooms and custodial closets) are common spaces.

4.2 Service Rent (Occupancy Costs)

Service Rent shall be allocated between the Parties as provided in Articles 3.B and 11 of the Lease.

4.3 Equipment & Furnishings

4.3.1 Furnishings

Lessor and Lessee will provide their own office furnishings. Furnishings must be of high quality to match the decor of the CAES building.

4.3.2 Equipment

Lessor and Lessee will provide their own laboratory equipment, as needed.

Equipment will be inventoried into the building by ISU. Subject to the terms of Article 9.C of the Lease, the equipment ownership will be retained by the providing agency and will be inventoried into their respective systems.

Maintenance and replacement of the equipment will be under the direction of the owners in coordination with the CAES Director. Once placed in the laboratories, the equipment use will be coordinated with the CAES Director.

5. Facility Maintenance and Operations

5.1 Maintenance

5.1.1 Routine Maintenance

Building maintenance, landscape, and custodial services will be accomplished with ISU employees and/or service contractors under the supervision of ISU.

5.1.2 Renovation and Remodeling

Renovations and improvements shall occur as prescribed in Articles 9 and 10 of the Lease.

5.2 Building Operation

5.2.1 Energy Conservation

The Building is constructed to the highest energy conservation standards reasonable under budget restrictions. The programs operating within the Building are involved in advanced CAES studies of energy sources and systems. In keeping with the spirit of the mission, the Building should operate at peak energy efficiency. All reasonable actions will be taken to keep the Building operating within acceptable energy standards and still support the efforts of the occupants.

5.2.2 Telephone Support

Telephone service and support will be provided by ISU with actual costs covered by Lessor and Lessee in accordance with their respective use.

5.2.3 Signage

Except as provided in Article 11.C of the Lease, ISU shall be responsible for constructing and installing signs in and around the Building. Room numbers and laboratory names will be installed during construction. The cost for name plaques and other agency signs will be the responsibility of the users. All signage, other than name plaques, requires the approval of the CAES Director.

5.2.4 Parking

Parking permits will be required for the Building's parking lot. Lessor shall issue a sufficient number of parking permits to Lessee at no cost to Lessee. The standard Idaho Falls Center for Higher Education permit will be used and is valid

on the Idaho Falls and Pocatello campuses. Sufficient visitor and disability parking will be identified and the lot controlled during special events.

6. Public Safety and Security

6.1 Public Safety

6.1.1 Safety

Safety is the responsibility of all users of the facility. Consistent with Article 7, all users of the facility shall follow ISU safety policies and procedures found electronically at <http://www.isu.edu/departments/pubsafe/>. Regarding the leased Premises, Lessee may supplement these procedures, but ISU policies and procedures must be followed as a minimum. When ISU, UI, or BSU employees are using space assigned to BEA, such employees shall follow BEA-established safety requirements.

General laboratory procedures will be the responsibility of the ISU Technical Safety Office and developed under the direction of the CAESSC in coordination with the Director of CAES and consistent with Article 7 of the Lease.

6.1.2 Security

The CAES facility is designed as open-access to facilitate collaboration. Security badges and check points will not be required unless directed by the CAESSC. A receptionist will be strategically located to assist visitors.

For the convenience of Lessee, crime prevention and reporting policies and procedures can be found electronically at <http://www.isu.edu/departments/pubsafe/>.

6.2 Hazardous and Radioactive Materials

Consistent with Article 27 of the Lease, each Party will be responsible for tracking, recording, and proper use and disposal of all hazardous substances used by that Party, including spills or accidents involving

hazardous substances within the premises, and both planned and unplanned releases to the environment. The Parties shall maintain appropriate inventory and material balance records for their own materials. The Parties shall integrate such data into a CAES computerized database system.

TENANT USE AGREEMENT

Between

**IDAHO STATE UNIVERSITY,
BOISE STATE UNIVERSITY,
THE UNIVERSITY OF IDAHO,
and
BATTELLE ENERGY ALLIANCE**

for use of the

**CENTER FOR ADVANCED ENERGY STUDIES
RESEARCH LABORATORY**

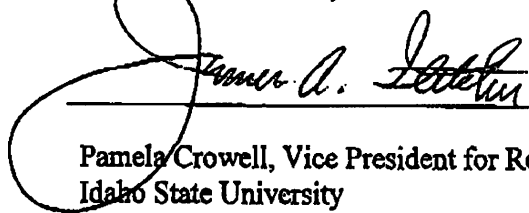
February 4, 2009

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	Revision:	0	
	Effective	10/01/08	
	Date:		

APPROVALS

Representatives of the CAES member institutions; Idaho State University, Boise State University, the University of Idaho and Idaho National Laboratory, have negotiated this agreement in good faith to clarify responsibility and authority for activities conducted at the CAES research laboratory. All parties agree to abide by the requirements of this agreement effective upon signing by all parties. Modifications will be mutually agreed upon.

James A. Fletcher, Vice President, Finance and Administration
Idaho State University



2/5/09
Date

Pamela Crowell, Vice President for Research
Idaho State University



2/4/09
Date

Mark Rudin, Vice President for Research
Boise State University

Stacy Pearson, Vice President, Finance and Administration
Boise State University

Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

Date

Harold Blackman, Director
INL Office of Laboratory Integration

Date

Date

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James A. Fletcher, Vice President, Finance and Administration
Idaho State University

Pamela Crowell, Vice President for Research
Idaho State University
Date

Mark Rudin, Vice President for Research
Boise State University

Date 2/24/09

Stacy Pearson, Vice President, Finance and Administration
Boise State University
Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho
Date

Harold Blackman, Director
INL Office of Laboratory Integration
Date

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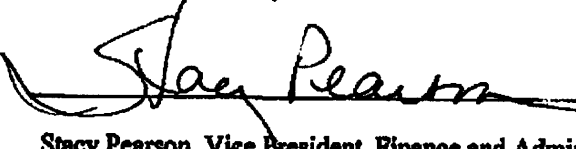
James A. Fletcher, Vice President, Finance and Administration
Idaho State University

Pamela Crowell, Vice President for Research
Idaho State University

Date

Mark Rudin, Vice President for Research
Boise State University

Date



Stacy Pearson, Vice President, Finance and Administration
Boise State University

2-19-09

Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

Date

Harold Blackman, Director
INL Office of Laboratory Integration

Date

Date

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James A. Fletcher, Vice President, Finance and Administration
Idaho State University

Pamela Crowell, Vice President for Research
Idaho State University

Date

Mark Rudin, Vice President for Research
Boise State University

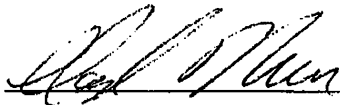
Date

Stacy Pearson, Vice President, Finance and Administration
Boise State University

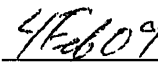
Date

Lloyd Mues, Vice President, Finance and Administration
University of Idaho

Date



Harold Blackman, Director
INL Office of Laboratory Integration


Date

Date

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James A. Fletcher, Vice President, Finance and Administration
Idaho State University

_____	_____
Pamela Crowell, Vice President for Research Idaho State University	Date

_____	_____
Mark Rudin, Vice President for Research Boise State University	Date

_____	_____
Stacy Pearson, Vice President, Finance and Administration Boise State University	Date

_____	_____
Lloyd Mues, Vice President, Finance and Administration University of Idaho	Date

_____	_____
Harold Blackman, Director INL Office of Laboratory Integration	Date
	2-4-2009
_____	Date

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	Page: 3 of 30
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1. PURPOSE

The purpose of this Tenant Use Agreement (TUA) is to establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies (CAES) research laboratory, in accordance with terms and conditions of Lease #49377, and to allocate operational maintenance costs. The primary users of CAES include representatives of Idaho State University (ISU), Boise State University (BSU), the University of Idaho (UI) and Battelle Energy Alliance, LLC (BEA) (collectively referred to herein as “Primary Users”).

2. SCOPE

The scope covered by this TUA defines the capabilities and processes that are currently in place within the CAES research laboratory that designates occupant use for this building, the physical attributes that support the defined work scope and mission, the operational boundaries that govern the use of the building, the definition of responsibilities for the delivery of core facility services, and other pertinent matters associated with administration of this TUA.

3. ALLOCATION OF COSTS

Each Primary User shall pay, on a monthly basis, a pro rata share of all actual maintenance and operational costs, as identified in the Appendices attached hereto. Each Primary User’s share of costs shall be based upon each Primary User’s proportional occupancy of the CAES research laboratory, as that may change from time to time. As of the date of this TUA, the Primary Users’ proportional shares are established as follows:

BEA – 70%
ISU - 10%
BSU - 10%
UI - 10%

Monthly payments shall be based initially on one twelfth (1/12) of the estimated annual costs, set forth on Appendices D, E and F attached hereto and incorporated herein by this reference. Payment is due on the fifth business day of each month, payable in arrears. Subsequent, payments shall be adjusted to reflect actual costs incurred for the previous year. Such adjustments shall be communicated to Primary Users by Lessor within sixty (60) days after the end of Lessor’s fiscal year, June 30. If actual cost incurred was less than estimated costs paid by Primary Users, the difference shall proportionally be applied as a credit against costs incurred in the current year. Any remaining credit balance shall be paid to Primary Users upon termination of the Lease Agreement.

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4. ROLES

4.1. Facility Manager (FM)

ISU's Office of Facilities Services serves as the Facility Manager for the CAES research laboratory. FM will coordinate all maintenance and operating services for CAES.

4.2. CAES Program Office (CPO)

The CAES Program is a collaboration that includes: the State of Idaho through its academic research institutions, Boise State University, Idaho State University, and the University of Idaho; and the Battelle Energy Alliance, which manages the Idaho National Laboratory. The CAES Program Office coordinates all CAES programmatic activities on behalf of the collaboration. The CPO consists of representatives from each of the three Universities and Battelle Energy Alliance. The Director of the INL Office of Laboratory Integration (an employee of Battelle Energy Alliance) serves as the Director of the CPO and is the primary point of contact for CPO responsibilities identified herein. Staffing for the CPO shall be provided by Battelle Energy Alliance.

4.3. Project Tenants (Tenant)

CAES delivers innovative, cost-effective, research and promotes energy education, to enhance technical capabilities, and to advance energy science. Researchers, faculty, students and staff from the member institutions, as well as visiting researchers from other institutions, will be housed in the CAES research laboratory as "project tenants" to conduct these research and educational efforts.

4.4. INL Information Technology (IIT)

INL's Information Technology organization (provided through Battelle Energy Alliance) will provide and maintain basic IT services to the CAES research laboratory. These services include: telephone services, networking, firewall management, and workplace support. Appendix D contains the CAES Information Technology Description.

5. RESPONSIBILITIES

This section summarizes the operational responsibilities agreed to between the Primary users of the CAES research laboratory. This agreement implements the applicable requirements of the Primary Users, which are to ensure that the scope of any proposed work activities, and their associated hazards, will not compromise the facility's physical (as-built) capabilities and/or any operational safety limits or controls.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Operating Envelope	FM will maintain operating envelope bases including safety analysis documents, permits, allocations, and other limiting documents.	CPO will establish the operating bases for the CAES research laboratory.	Tenant will maintain processes to ensure that planned activities will not result in exceeding any operating limits.
Safety Document Ownership	FM will establish and maintain overarching safety documentation for CAES facility.	CPO will control tenant access to the CAES research laboratory, review all tenant access plans to ensure they are consistent with and within the safety bases of the facility.	Tenant will establish, maintain and implement safety documents for project activities as required, ensuring there are no conflicts with overarching facility safety documentation.
Radiological Materials Control	FM will assign a Radiation Safety Officer (RSO) to perform an inventory and validate radionuclide materials stored in CAES, and provide the necessary disposal and associated information. ISU's RSO will maintain and monitor overall radiological inventories for the CAES consistent with NRC License No. 11-27380-01.	CPO will maintain a radiological inventory for the CAES research facility. The CPO will interface with the RSO and tenants to address radiological inventory issues (order, receive, track) and to monitor and report on chemical inventories.	Tenant will control radiological inventories and provide radiological inventory information to the CPO and the designated RSO. The Tenant will follow guidelines in appropriate ISU procedures concerning the handling, procurement and disposition of radiological materials.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Chemical Inventory	ISU will assign a Technical Safety Officer (TSO) to perform an inventory and validate chemical materials stored in CAES, manage disposal of chemicals and associated information. FM will incorporate CAES chemical inventory into ISU's overall chemical inventories. The TSO will interface with the CAES Program Office and tenants to address chemical inventory issues (order, receive, track) and to monitor and report on chemical inventories.	CPO will maintain a chemical inventory for the CAES. The CPO will interface with the TSO and tenants to address chemical inventory issues (order, receive, track) and to monitor and report on chemical inventories.	Tenant will provide chemical inventory information to CPO and designated TSO. Tenant will fund the purchase of all chemicals to be used for programmatic activities and disposal.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Facility Modifications	FM will maintain permanent facility equipment. FM will coordinate necessary modifications with the CPO and tenants so as to minimize impact on any CAES activities. If FM activities result in damages or negative impact on tenant systems or equipment, components, fixtures or structures, FM will arrange for repair or restoration to original or improved condition.	CPO will review and approve all tenant facility modification requests and transmit those requests to FM. CPO-approved facility modifications will be coordinated with FM for implementation.	Tenant will request facility modifications through the CPO. Tenants will provide funding for any approved facility modifications. Tenant will facilitate access of FM and CPO personnel as required to complete maintenance activities. If Tenant activities result in damages or negative impact on facility systems or equipment, components, fixtures or structures, Tenant will contact CPO and FM to arrange for repair or restoration to original or improved condition.
Facility Modification and Maintenance Work Control	FM will maintain and approve work control documents for all facility work. All Facilities concerns, whether from CPO, Tenants, BEA, or other will be coordinated through the designated FM contact.	CPO will review and concur with all facility modification and maintenance work control documents. The CPO will interface with the TSO and tenants to address work control issues	Tenant will coordinate with the CPO to ensure work control documents minimize impacts for Tenant activities.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 2

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	
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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Facility Maintenance	FM will provide routine maintenance to CAES research facility (offices, laboratories, common space), grounds and parking lot. Services to be performed include: janitorial services, landscaping services, parking lot maintenance, snow removal, lighting maintenance, carpet maintenance, painting, etc.	CPO will interface with FM and Tenant regarding maintenance services. Special maintenance requests (that are not urgent) and are not part of routine maintenance will be submitted via an ISU Work Order Form.	Tenant will interface with FM and CPO regarding maintenance services. Special maintenance requests (that are not urgent) and are not part of routine maintenance will be submitted via an ISU Work Order Form.
Industrial Wastewater Agreements	FM will maintain sinks and drains, as necessary. FM will maintain and report waste streams per applicable standard.		Tenant will observe procedures, processes and signs and discharge only allowable types and quantities of materials.
Environmental, Safety & Health (ES&H) Support	ISU will provide ES&H professionals to support facility work and other activities and issues such as safety inspections. ISU will request assistance through CPO for ES&H Subject Matter Experts (SMEs) as necessary.	The CPO will interface with the TSO and tenants to address ES&H issues. CPO will control tenant access to the CAES research laboratory, review all tenant access plans to ensure they are consistent with and within the safety bases of the facility.	Tenant will provide ES&H professionals to support their own programmatic activities and issues. Tenant will establish, maintain and implement safety documents for project activities as required, ensuring there are no conflicts with overarching facility safety documentation.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 2

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	
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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Emergency Services	FM will coordinate Emergency Services and Emergency Management procedures. FM will coordinate periodic drills while attempting to minimize the impact of drills to tenant.	The CPO will interface with the TSO and tenants to address Emergency Management issues.	Tenant will support and implement all Emergency Management procedures. Tenant will provide information on programs/activities to the CPO and FM Emergency Management POC's as requested. Tenant will participate in all drills and emergencies per ISU procedures and follow all facility-specific Emergency Management requirements.
Outages	FM will coordinate and inform tenant of planned outages. FM will immediately address unplanned outages and attempt to expeditiously correct their cause(s).	The CPO will interface with the TSO and tenants to address Outage issues.	Tenant will, if needed, request through the CPO a facility outage for programmatic activities and implement controls, work stoppage, or other actions. Tenant will report all unplanned outages to the CPO and the FM.
Routine Inspection and Certification of Safety Equipment	FM will schedule, coordinate, conduct inspections and maintain certifications of safety and mechanical equipment including: fire extinguisher, safety showers, eyewashes, and fume hoods and other local ventilation, fire doors, etc., per periodic requirements.	The CPO will interface with the TSO and tenants to facilitate inspections and address identified issues.	Tenant will facilitate access for IFM and CPO personnel to enter laboratory and equipment in order to perform routine inspections.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
LockOut/TagOut (LO/TO) and Out of Service (OOS)	FM will manage the LO/TO/OOS process and logs for facility equipment and provide support to the CPO and Tenant, if requested and funded, for the Tenant's programmatic equipment.	The CPO will interface with the TSO and tenants to address LO/TO/OOS issues.	Tenant will manage LO/TO/OOS tags for their own equipment consistent with ISU procedures. Tenant will inform CPO of LO/TO/OOS activities.
Security	ISU will provide security for the CAES research laboratory. FM will ensure that the level of property protection and access control is appropriate for the facility. There will be no areas within CAES that will require a BEA/INL security clearance. FM will issue keys/keycards to CPO approved personnel.	CPO will establish access procedures for the CAES research laboratory. No classified work is permitted within CAES. CPO will review and approve all personnel access requests for CAES. If approved, CPO will submit Tenant names to FM for key/keycard access. CPO will interface with Tenant, FM, and other Security offices as necessary to ensure protection of sensitive programmatic information.	Tenant will request access to CAES through the CPO for all project personnel. Tenant will comply with the facilities Security Plans as same are communicated to Tenant. Tenant will determine necessary security requirements for their programmatic activities. Tenant will provide funding for additional security required by tenant. Tenant will protect sensitive programmatic information.
Excess Equipment	FM will interface with CPO and Tenant and arrange support for excess equipment removal as requested.	CPO will interface with the Tenant to support excess equipment removal.	Tenant will request removal of equipment through the CPO and provide the information and funding needed to complete the disposition.

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Waste Removal and Recycling	FM will routinely remove standard wastes from the CAES research facility. FM will provide resources to store and remove regulated wastes from CAES.	CPO will interface with the Tenant and FM to address any waste removal issues. CPO will interface with the Tenant and FM to support recycling options. CPO will interface with FM and Tenant to arrange support for disposal of any regulated waste.	Tenant will comply with all waste disposal procedures as communicated to tenant. Tenant will interface with the CPO and FM to support recycling options. Tenant will inform the CPO of any plans to use a material that will become or could generate a regulated waste. Tenant will provide funding and waste-specific information when requesting removal of any regulated wastes.
Assessments/Inspections	FM is responsible for facility-related assessments/inspections. Any concerns identified regarding the Tenant's programmatic activities will be discussed with the CPO. FM will provide copies of facility assessments to the CPO.	CPO will interface with FM and Tenants to ensure resolution of any facility issues arising from assessments/inspections.	Tenant will interface with CPO concerning facility-related assessments and other reviews, as necessary. Tenant is responsible for programmatic self-assessments (and resolution). Any concerns regarding the facility will be discussed with the CPO. Copies of these self-assessments will be provided to the CPO.

**BUSINESS AFFAIRS AND HUMAN RESOURCES
AUGUST 20, 2025**

ATTACHMENT 2

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FUNCTIONAL AREA	FACILITY MANAGER (FM)	CAES PROGRAM OFFICE (CPO)	PROJECT TENANT
Event and Issue Reporting	FM will take all necessary immediate actions for personnel assistance and well-being. FM will coordinate all event/issue reporting process and investigation.	CPO will take all necessary immediate actions for personnel assistance and well-being. CPO will report facility or equipment problems within the research laboratory to the FM appropriate. CPO will participate in the event/issue reporting process and investigation. CPO will designate a Laboratory Lead for each laboratory within CAES. The Lab Lead will serve as the Point of Contact for planning, issues and other events.	Tenant will notify immediately the CPO and relevant home institution managers of any concerns, conditions, incidents or injuries. Tenant will report facility or equipment problems within assigned laboratory to the Lab Lead. Tenant will participate in the event/issue reporting process and investigation. Tenant must immediately report any abnormal event to FM and CPO to ensure that any applicable reporting time limits can be met.
Mail Services	U.S. Postal Service will provide mail services directly to/from the CAES research laboratory.	CPO will establish and maintain four mailstops within CAES located at the Business Centers. CPO will make arrangements to distribute mail to these mailstops.	Tenant will comply with the CAES and ISU mail services requirements.

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6. OPERATING ENVELOPE

The facility operating envelope and the associated action levels are defined in Appendix A. Action levels are based either on allowable inventory or level of acceptable safety risk. If action levels are reached, FM and CPO must evaluate and determine if additional controls are needed to operate at new higher inventory/risk levels. A change in any action level will require a formal change to this TUA.

7. GENERAL DESCRIPTION

This section provides the general description of the facility design use, capabilities, and associated documents.

Facility Area, Building number	Idaho State University- Idaho Falls, Building 104
Facility Hazard Classification	Hazard classification will correspond to activities occurring within each control area, which may encompass more than a single lab.
General description	The building is a 55,633 sq. ft. steel-framed, zinc-sided two-story structure on a concrete slab. The building includes offices (researchers, faculty, administrators, technicians, and students), laboratories (material science, fluids, radiochemistry, chemistry, and high performance computer simulations) and support areas (waste storage, data/electrical, shop, and auditorium).
Fire suppression system	Wet Pipe (sprinkler)
Facility Support Utilities/Systems	City of Idaho Falls: Power, Water, Sewer. Intermountain Gas: Natural Gas Idaho National Laboratory: Private Branch Exchange (PBX) telephone system, INET Internet service
Special environmental controls	The CAES research laboratory is a high-performance, energy-efficient, "green building." The Leadership in Energy and Environmental Design (LEED™) criteria developed by the U.S. Green Building Council guided the design of this facility. Building systems are monitored and computer-controlled.
Documents associated with this program	Idaho DEQ Administrative Rules: http://adm.idaho.gov/adminrules/rules/idapa58/58index.htm Idaho Division of Building Safety Rules: http://adm.idaho.gov/adminrules/rules/idapa07/07index.htm

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	Idaho General Safety and Health Standards: http://dbs.idaho.gov/safety_code/ Idaho State University Hazardous Waste Management Policies and Procedures Manual: http://www.physics.isu.edu/health-physics/tso/hazman2008complete.pdf Idaho State University Nuclear Regulatory Commission (NRC) License No. 11-27380-01
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Appendix A

Facility Classification Limits

Radiological

The use, storage, and disposal of radiological materials in the CAES research facility are governed by the Idaho State University (ISU) Technical Safety Office (TSO), which administers and provides technical services in support of the ISU radiation protection program. In addition, the TSO provides radiological safety training for all ISU employees, staff, visitors, and students, including custodial staff, public safety officers, and all CAES facility users.

The ISU radiological safety program is regulated by the Nuclear Regulatory Commission (NRC) and the State of Idaho. The ISU Vice President of Academic Affairs is the senior manager responsible for radiation protection of ISU faculty, staff, students and visitors, and appoints a Radiation Safety Committee (RSC) to govern all aspects of radiation protection within the University, including all affiliated research, clinical, instructional and service units utilizing radiation sources in facilities owned or controlled by the University. The Vice President for Academic Affairs also appoints a Radiation Safety Officer (RSO), who must be approved by the NRC to administer the radiation protection program and to provide technical guidance to the RSC and to radiation users. The Radiation Safety Division of the Technical Safety Office (TSO) is the organizational entity that provides the administrative and technical services in support of the radiation protection program.

Activities include the use of radioactive material and radiation generating devices, but the radioactive material inventory may not exceed the threshold quantity values as (individual or sum of the ratios) described in NRC License No. 11-27380-01.

In addition:

- The CAES radiochemistry lab lead will conduct a bi-annual radiological inventory of all radioactive material stored in the CAES facility and compare this inventory to the inventory currently on file in the CAES Chemical Inventory Database and to the threshold quantity values described in NRC License No. 11-27380-01.
- CAES facility users will follow the administrative and technical controls provided by the ISU TSO and other appropriate ISU procedures concerning the handling, procurement and disposition of radiological materials.

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Chemical

Chemical handling at CAES will be coordinated by Idaho State University (ISU) which is governed by environmental laws and regulations including the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), Superfund Amendments and Reauthorization Act (SARA), Clean Water Act (CWA), Clean Air Act (CAA), Emergency Planning and Community Right-to-Know Act (EPCRA), and Idaho General Safety and Health Standards (IGSHS) and regulations implemented by the Idaho Department of Environmental Quality (IDEQ) to protect human health and the environment from improper hazardous waste management practices.

The ISU chemical handling program is administered by the ISU Technical Safety Office (TSO), which also provides technical services to ISU departments that purchase, store, handle, or dispose of any reagents, chemical solutions, chemical mixtures, industrial products, infectious wastes, contaminated rags, or any items containing or contaminated with substances which may be regulated under one or more of the laws or regulations listed above.

Chemical handling policies and procedures are detailed in the Idaho State University Hazardous Waste Management Policies and Procedures Manual, available electronically at:

<http://www.physics.isu.edu/health-physics/tso/hazman2008complete.pdf>.

CAES facility users will follow the administrative and technical controls provided by the ISU TSO and other appropriate ISU procedures concerning the handling, procurement and disposition of chemicals and all hazardous materials. In addition, after meeting the TSO requirements for chemical and hazardous material purchases, CAES facility users will log all such acquisitions in the CAES Chemical Inventory Database and update this database as chemicals are depleted, moved into designated satellite accumulation areas, or transferred to TSO custody for disposal.

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Appendix B

Technical Basis for the CAES, ISU Building 104

1.0 Physical Description of the Building

The building is a two-story structure including offices and analytical laboratories. The CAES building is a 55,633 sq.ft. steel-framed, zinc-sided building on a concrete slab. It houses electrical utilities, plant air and vacuum service systems.

1.1 Facility Design Parameters Limiting Operations

1.1.1 Power Supply and Capacity

There are 2 each 2500 amp main feeds to the building and one 600 Amp emergency generator.

1.1.2 Emergency Power

Limited emergency power is provided to CAES to maintain fire alarms and emergency egress lighting.

1.1.3 HVAC Capacity

Cooling – Heating

Air Handler (AH-1) serves the lab areas, DX cooling - 340,000 BTU/hr,
Natural gas heating - 1,900,000 BTU/hr

Air Handler (AH-2) serves the office areas, DX cooling - 240,000 BTU/hr,
Natural gas heating - 220,000 BTU/hr, office area perimeter is served by
heating water finned tube radiation – (FT-1) 620 BTU/lf, (FT-2) 740
BTU/lf

Roof Top Unit (RTU-1) serves Server Room, DX cooling only – 330,000
BTU/hr

Roof Top Unit (RTU-2) serves Office Elec/Data rooms on second floor,
DX cooling only – 102,000 BTU/hr

Roof Top Unit (RTU-3) serves Office Elec/Data rooms on first floor, DX
cooling only – 102,000 BTU/hr

Heating is provided by two gas fired boilers – 2,000,000 BTU/hr (ea.)

Air Handlers and Roof Top Units are located on the roof.

1.1.4 Compressed Air

Serving the lab areas – 10 HP, 33 SCFM

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1.1.5 Steam and Condensate
NA

1.1.6 Potable Water
Potable water is supplied by underground service from the City of Idaho Falls at 61 psig. Nominal pipe size: 4” inch diameter.

Demineralized Water (DI) is supplied from a DI water system to the labs. DI water system is located in Mechanical Room No. 108.

1.1.7 Cooling Water
NA

1.1.8 Manifold Gas Supply and Capacity
Supplied from the Natural Gas meter located on the Northwest corner of the building. Provides natural gas to Labs gas cocks.

1.1.9 Vacuum System
Supplied from the Mechanical Room No.108 located in the North West corner of the building (exterior access only). Nominal pipe size: 1” inch dia.

1.1.10 Fire Protection
Fire water is supplied by underground service from the City of Idaho Falls. Nominal pipe size: 6” inch diameter.

Fire Suppression System – wet pipe. The Fire Suppression System covers the entire building.

1.1.11 Effluent Management and Controls Systems
A complete DDC control system controls the building.

1.1.12 Air and Liquid Sampling and Monitoring
The HVAC systems sample air for CO2 inside the duct near the roof top equipment. There are also smoke detection devices throughout the building and inside the mechanical units. There are also sensors in the radioisotope hoods in the laboratories that alarm in the event the filters become clogged.

1.1.13 Floor Load
The live load capacity for the floors is 125 psf for the laboratories; 80 psf for the offices; and 100 psf for cubicle areas.

1.1.14 Cranes/Hoists/Lifts
NA

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1.1.15 Roll-Up Doors

There are two roll doors: one at the north exterior wall at the loading dock, and the second roll door connecting the west wall of the Fluids Laboratory (room 113) with the loading dock.

1.1.16 Hoods

Lab hoods are located in each of the labs listed below. Each chemical fume hood is connected to a HEPA filtered exhaust system. Each Radioisotope hood is connected to a double HEPA stack and then to the main exhaust system. Each Teflon hood has a dedicated exhaust.

	Chemical Fume Hood	Radio Isotope Hood	Teflon Hood
Room 113 – Fluids Laboratory	2	1	0
Room 114 – Hydrogen Room	1	0	0
Room 115 – Instrument Repair Shop	0	0	0
Room 116 – Materials Laboratory	1	2	0
Room 208 – Radiochemistry Laboratory	3	1	1
Room 209 – Analytical Instrumentation Laboratory	1	0	0
Room 210 – Chemistry Laboratory	0	1	1

1.1.17 Exhaust

The CAES building has two exhaust systems, one HEPA filtered exhaust system and one chemical exhaust system. Blowers for both systems are located outside on the north side of the building. Both systems provide exhaust air service for lab hoods located throughout the building. Hoods are connected to one of the two systems depending on the type of activity performed inside the hoods.

1.1.18 Eyewash/Safety Shower

	Eyewash	Safety Shower
Room 113 – Fluids Laboratory	1	1
Room 114 – Hydrogen Room	0	0
Room 115 – Instrument Repair Shop	2	0
Room 116 – Materials Laboratory	2	1
Room 208 – Radiochemistry Laboratory	1	0
Room 209 – Analytical Instrumentation Laboratory	1	0
Room 210 – Chemistry Laboratory	1	0

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1.1.19 Radiological Inventory Limits

The Radiochemistry and Materials Laboratories in the CAES building will house radioactive materials in various forms. The radiological inventory will be managed as described in Appendix A.

1.1.20 Confined Space

The office floors within the CAES research laboratory are 15 in. raised floors to provide space for electrical and IT systems.

1.1.21 Deflagration (blowout) Room

The deflagration room is designed to withstand 35 pounds per square inch of pressure.

1.1.22 Auditorium

The CAES auditorium is designed to accommodate 44 chairs at the lecture tables. Fire code limits the room occupancy to no more than 49 people at one time.

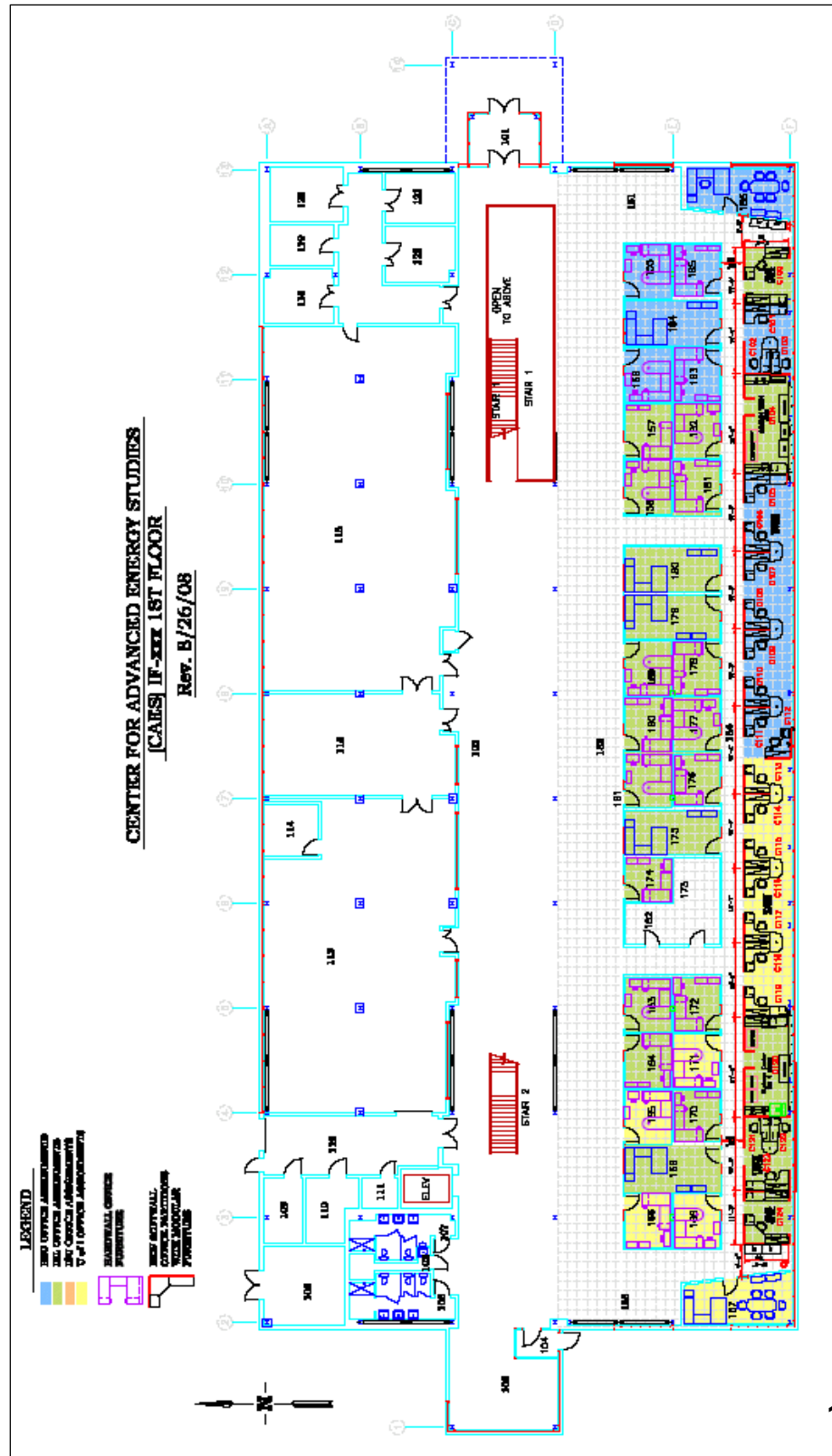
1.1.23 Gallery

The CAES Gallery is considered a hallway and has no occupancy limitations driven by fire codes. The HVAC limitation for the building is 469 people and – if needed – all those people can occupy the Gallery at one time.

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Appendix C

Floor plans of the CAES, ISU Building 104



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Appendix D

CAES Information Technology Description

1.0 Service Description

1.1 Workplace Support

- Technician Support. INL desk side support for CAES will be provided by the INL IT OpsCenter at 526-1000 and dedicated on-site field technicians. Coordination will be handled through the INL IT ticketing system. The field technician role will also provide coordination with other CAES tenant IT groups for resolution of IT issues not covered under this SLA.
- Anti-virus. All INL employee tenants of CAES will use the standard anti-virus software as established and instituted at the INL. Other tenants of CAES may request a copy of PC-Cillin if they have no other anti-virus software/service for their workstation. Tenants who use PC-Cillin will obtain software and virus pattern software updates directly from the vendor. This service does not cover resolution of a mass virus outbreak. The dedicated field technician will cover resolution of a virus on an individual basis. If more resources are needed to restore operational capability more quickly, these will be negotiated on a time and material basis.
- Patching. All INL employee tenants of CAES will agree to have their workstation managed by INL for systems and software patching. Other tenants of CAES should submit to their sponsoring organization's patching program to ensure their workstation is up to the latest, secure patch level.
- Account Management. A form has been created with which access to INL services or IT services offered by other tenant sponsoring organizations may be requested. CAES tenants who are INL employees request services in the same way whether located at CAES or on-site. They may also use the consolidated form. Other CAES tenants will complete the request form and provide it to the dedicated field technician who will route the request to the appropriate service-providing organization. INL will also create accounts for access to CAES network(s), portal, shared files, and networked printers.

1.2 Hosting

- File/Print Service. The CAES local area network (LAN) will be configured with 4 servers and 6 networked printers. The servers will provide domain control, file/print sharing services, and general purpose virtual machine capability. This service ensures all processes set-up and configured by IT are running properly on the servers (backup, patching, etc.). It also includes the set-up of file shares and printer configurations for network printing within the CAES research laboratory.

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No INL network printers will be provided in the CAES research laboratory. CAES users that are INL employees or authorized to access the INL network, are not allowed to use CAES resources while they are connected (VPN) into the INL network. To utilize the CAES printers, file shares and other CAES network resources, CAES users must first disconnect from the INL VPN.

1.3 Portal Services

- CAES Portal Service. The CAES communities run within the INL Nuclear Collaboration Portal (NCP) established outside the DMZ at the INL. CAES currently has 4 collaboration communities, with the ability to create additional communities on an as-needed basis. The CAES organization provides a Community Manager who manages content and provides user access to the communities. This service provides general administration of the NCP and IT assistance to the CAES Community Manager.

1.4 Network

- CAES LAN. INL IT will manage the CAES local area network. This is the network that will connect desktops, printers, servers, and other networkable peripherals to facilitate efficient communication. This service includes monitoring to ensure it operates properly. It also includes turning on and off ports as necessary. This service also includes the capability of CAES tenants to access the Internet. CAES Internet access will be provided by the Idaho Regional Optical Network (IRON). INL IT will provide first tier support and be the main interface with IRON. Available bandwidth will be 300 Megabits/sec sustained, burstable up to 1 Gigabit.
- Wireless Network. The CAES research laboratory has been installed with a wireless network to allow computing access for the mobile worker. This service includes operations and maintenance of the network to ensure it operates as designed.
- Firewall Management. CAES has been equipped with two firewalls to protect INL resources as well as CAES tenants from malicious cyber threats. INL IT will manage these resources and services. This service includes operations and maintenance on the CAES firewalls and rules to ensure they operate as designed. A firewall policy specific to the two CAES firewalls has been established and changes will be managed through a formal change control process administered by CAES. Once changes are approved, CAES will provide the changes to INL IT and INL IT will implement the changes accordingly.

1.5 Intrusion Detection

- INL IT cyber security services within CAES are limited to operations and maintenance of an Intrusion Detection System (IDS), a Web proxy, and a logging service. The INL Cyber Security group will operate and maintain these systems consistent with INL methods.

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This service includes daily monitoring and response to alerts and reports generated by these systems. Significant emphasis will be placed on resolving and mitigating malware that has been detected. Close coordination with the CAES administrators, the CAES dedicated field technicians and users will be accomplished to mitigate malware. Cyber security issues involving INL staff will be handled via INL policy, processes, and protocols. Any issues involving other CAES tenants will be raised to CAES management and addressed either via the tenant's sponsoring organization point of contact or directly with the CAES tenant.

1.6 Telephone

- Telephone Service. INL IT will manage the CAES telephony system. The CAES research laboratory has been equipped with a Nortel Voice Over Internet Protocol (VoIP) capability. INL IT will manage the infrastructure resources and services. This service includes operations and maintenance on the telephone system (infrastructure and hand sets) to ensure it operates as designed. Maintenance to the telephony system will be performed one evening per month or as needed to ensure equipment works properly.
- The CAES telephone service includes local, U.S. long distance and international calling capabilities. The INL CAES program, which is an INL collaboration, will be sponsoring the use of INL FTS calling capability for all CAES professional tenants for domestic long distance services covering the 48 continuous states, Alaska, Hawaii and Virgin Islands. A conscious business decision to utilize FTS has been made and approved by the CAES Director per this signed SLA.
- Administrative adds/moves/changes will be initiated by the CAES Program Office. Once CAES approves the changes they are to be forwarded to INL IT for implementation by completing form 320.01, "Office Setup and Personnel Relocation" as per INL's normal process.
- Telephone directory. INL operators will provide requesters with CAES telephone numbers through the existing methods (dial 0 from an INL phone, 526-0111, or 526-1000 option 0). CAES will provide hardcopy telephone lists on a periodic basis to the INL telephone operators.

2.0 Scope of the INL IT Service (Service Level Agreement)

The scope of the IT service support covers basic IT services for the CAES facility. It specifically excludes IT services provided by any tenant's sponsoring organization but coordinates access to the service providers for those services. The SLA also excludes services necessary for personnel and equipment moves into and out of the CAES research laboratory. This SLA is based on approximately 100 tenants occupying the CAES research laboratory with around 70% being INL employees.

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Tenant sponsoring organizations will provide their CAES facility residents with the equipment they need to perform their work (including all IT equipment and tier 2+ support of their respective parent IT environment), have an established and effective anti-virus service in use by their sponsored tenants, have an established patching policy and associated service, and have an established security policy. Each tenant in the CAES facility will be responsible for following their sponsoring organization's policies, any INL policies for CAES residents that use INL resources, as well as any additional policies mandated by the CAES Program Office.

3.0 Service Hours

IT Service hours for the CAES research laboratory are the same as INL service hours. Service hours define the availability of computing resources and support personnel to alleviate service interruptions or to provide general support as defined in section 3.0. Computing resources and network access are intended to be available 24 hours x 7 days per week x 365 days per year. Outside of standard operating hours, the resources are available in an unattended mode. Should the availability be interrupted by some unforeseen circumstance, response to restore service is available per the appropriate method below:

- Standard operating hours are 7:00 a.m. – 4:30 p.m. MT Monday – Friday on the INL 9 X 80's schedule except INL recognized holidays and Christmas curtailment. During standard operating hours the service desk is staffed with multiple experts across various subject areas.
- Extended operating hours are 6:00 a.m. – 7:00 a.m. and 4:30 p.m. – 11:00 p.m. MT Monday – Friday as well as 6:00 a.m. – 11:00 p.m. on INL off Fridays, Saturdays and Sundays, except INL recognized holidays, and Christmas curtailment. During extended operating hours CAES personnel will contact the INL service desk at 526-1000. During this time, the service desk will attempt to resolve basic issues. For unresolved issues, a service request will be placed to be worked the following day.
- After hours are all hours not covered by standard or extended operating hours, including INL recognized holidays, and Christmas curtailment. The INL IT Duty Phone is covered by IT managers and technical leads, with the intent of providing best effort in resolving incidents or escalating emergencies to back office support.

During standard operating hours, service-impacting issues are targeted to be responded to within 1 hour. Exceptions to this are if the CAES dedicated field technician has to escalate the issue or if there is a wide-spread virus outbreak or some other major service interruption. Issues will be addressed during extended operating hours and after hours on a best effort basis and responding personnel will bill at the current established IT burdened labor rate.

3.0 Service Availability

IT maintenance occurs monthly for patching INL desktops/workstations, file/print servers, network and telephone systems. The third Wednesday of each month will be targeted for these activities;

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however, all IT maintenance activities will be coordinated through the CAES facility administrator. CAES tenants will be notified in advance of maintenance activities as access to resources may be affected during that time. IT's goal is to have the services described in this agreement available 99% of the time, but availability of any IT resources not described in this agreement is according to the service level agreements for those particular services. After hours support for unplanned outages will be resolved on a best effort basis.

4.0 Service Reliability

Service reliability is defined as the availability of IT services that factor in "unplanned maintenance". The file/print servers, network, and telephone service reliability is planned at 99%.

5.0 Customer Support

Requesting fulfillment of a CAES IT service or reporting interruptions to any CAES IT service is accomplished by contacting the INL IT OpsCenter at 526-1000 or by contacting the dedicated field technician. Incidents and requests are escalated by the CAES dedicated field technician when necessary to the appropriate points of contact.

5.1 Targets for incident response

- Within standard operating hours, urgent priority incidents and requests that require escalation will receive a response back to the customer within 2 hours.
- Outside standard operating hours, incidents and requests that require escalation will receive a response based on best effort.

Response is defined as a call to the customer to inform them that the incident is being worked and what the estimated time of completion will be, if available.

5.2 Incident and Request Priorities

- **Priority 1 (Urgent)** – One or more of the following apply
 - Requests and incidents that are business critical and time sensitive.
 - Immediate attention is needed.
 - Many users may be affected.
 - Loss of credibility or significant costs will be incurred if request is not fulfilled.
- **Priority 2 (High)** – One or more of the following apply
 - Individual CAES user is unable to perform necessary work.
 - Fulfillment of the service request will significantly enable the productivity of a small group or individual.
 - Cost avoidance will result from quick resolution.
- **Priority 3 (Medium)** – One or more of the following apply
 - The users can wait for the standard process to be executed for the request to be fulfilled.
 - No valid reason exists for expediting the request.

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	Page: 28 of 30
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	Date:		

- Incident can be resolved by the service desk.
- **Priority 4 (Low)** – One or more of the following apply
 - The request is nothing more than a simple question.
 - Request is easily resolved over the phone without research or additional escalation and dispatching.

6. IT Costs and Charging

IT Service	Description	Cost
Workplace Support	Provides on-site dedicated technician (1500 hours of desk-side support), anti-virus and patching to INL employees located at CAES, coordination with other tenant sponsor IT organizations, desk side support issue resolution, telephone directory service, and account management. Total includes yearly maintenance fees on hardware and software and \$5,000 training for dedicated technician.	\$113,000
CAES Portal	Consultation to community manager, general NCP portal administration.	\$4,800
Hosting	Provides ongoing monitoring, administration, patching, and maintenance of 4 servers. (M&O cost \$34,400, annual maintenance \$1843). Off-CAES-location data contingency storage is on a time and materials basis.	\$36,243
Network	Maintenance and administration of CAES LAN including firewall management. This also includes the maintenance and operations of the CAES Wireless Network. (M&O cost including spares \$54,588, annual maintenance \$4410). External network connectivity annual cost (\$100,000 – INL IT pays \$70,000 while \$30,000 is to be paid by non-INL CAES tenants); currently subcontracted for 36 months.	\$159,408

IT Service	Description	Cost
Intrusion Detection	Monitoring and response to alerts and reports. Resolve and mitigate malware detected by the IDS (M&O cost \$21,325, annual maintenance \$3650)	\$24,975
Telephone	Maintenance, operations, and administration of the CAES telephone infrastructure and equipment. (M&O cost including spares \$31,772, annual maintenance cost \$5500)	\$37,272
Office Moves	Performing the work necessary to reconfigure IT equipment when a move or change is made to an existing IT configuration.	Time and materials based on complexity of change
Total Annual IT Service Cost		\$375,638 (+ office moves / time and materials)

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Appendix E

ISU Facility Operating Expenses

CAES OPERATING EXPENSE-ANNUAL ESTIMATE 2008-2009			
<u>Salaries & Benefits</u>			
Janitorial wages & benefits	\$ 71,100		
Maintenance wages & benefits	50,101		
Total Wages & Benefits		\$ 121,201	
<u>Supplies & Repairs</u>			
Snow removal	6,000		
R & M Building	8,817		
R & M Land	-		
Grounds equipment	1,075		
Janitorial start-up expense	21,394		
Janitorial	4,086		
Utilities	88,092		
Property Insurance	9,008		
Total Supplies & Repairs		\$ 138,472	
Total Annual Operating Expense			\$ 259,673
Expense for 9 months occupancy			
Wages	\$ 90,900		
Snow Removal	6,000		
R & M Building	6,613		
R & M Land	-		
Grounds Equipment	1,075		
Janitorial Equipment	21,394		
Janitorial	3,065		
Utilities	66,069		
Property Insurance	9,008		
Total 9 month estimate			\$ 204,124

CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT	Identifier:	CAES-TUA-01	
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	Date:		

Appendix F

Four community business centers will be maintained within CAES for use by the Tenants. The CAES Program Office will coordinate the operation of these centers. The costs for these centers includes: maintenance agreements, paper and consumables.

Initial costs are based on the following assumptions.

1. Office Equipment Maintenance Agreement - Estimated \$20K per year

- Approximately 65 people in the building by FY09-Q1; Approximately 90 people in the building by FY09-Q3; average yearly occupancy is 80 people
- Average 100 copies/prints/day; 70 color, 30 B&W \$0.085 per color copy/print; \$0.0095 per B&W copy/print.

2. Office Supplies - Estimated \$20K per year

- Average occupancy is 80 people
- Average 100 copies/prints/day

3. Office Supplies - Estimated \$60K per year

- Includes folders, staplers, tape dispensers, pens, pencils, erasers, markers, sticky notes, paper clips, white out, pencil sharpener, engineering pads, writing pads, lab notebooks, hole punchers, paper cutters, scissors, cubicle wall clips, business card holders, etc.
- Some items like electric pencil sharpeners and paper punches would be purchased only one for each Business Center.
- For the first year only – it would cost approximately \$750 to fully support one person on the average including items to be shared at the Business Centers.

Total Estimated Cost is \$100K.

AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES

TENANT USE AGREEMENT

THIS AMENDMENT ("Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement is entered into as of October 21, 2014 by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Center for Advanced Energy Studies Tenant Use Agreement ("Tenant Use Agreement") on February 24, 2009, to establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies ("CAES") research laboratory as well as to allocate operational maintenance costs.

The Tenant Use Agreement is in accordance with the terms and conditions of Lease #49377, between BEA and ISU dated October 23, 2006.

University of Wyoming ("UW") is familiar with and acknowledges Lease #49377.

The Founding Members desire that UW be joined as a primary user of the CAES facility by amending the Tenant Use Agreement.

UW desires to be a primary user of the CAES facility and wishes to be joined as a party to the Tenant Use Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Terms "Primary User(s)" and "Consortium Member(s)", wherever either appears in the Tenant Use Agreement, shall include UW together with BEA, BSU, ISU, and UI.
2. **1. Purpose:** the second sentence is hereby deleted and replaced with the following:
The primary users of CAES include Idaho State University ("ISU"), Boise State University ("BSU"), University of Idaho ("UI"), University of Wyoming ("UW"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").
3. **3. Allocation of Costs:** The first sentence is hereby deleted and replaced with the following:

"Each Primary User shall pay, on a monthly basis, a pro rata share of all actual maintenance and operational costs as approved by the Steering Committee, including but not limited to, those identified in the Appendices attached hereto."

The second sentence is hereby deleted in its entirety.

The Primary Users' proportional shares are hereby deleted and replaced with the following:

BEA- 68%

ISU- 8%

BSU- 8%

UI- 8%

UW- 8%

4. **4.2 CAES Program Office (CPO):** The paragraph is hereby deleted and replaced with the following:

CAES is a collaboration that includes: the State of Idaho through its academic research institutions, Boise State University, Idaho State University, and the University of Idaho, together with the University of Wyoming, and Battelle Energy Alliance, LLC, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and the Steering Committee. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

5. This Amendment replaces and supersedes all prior amendments as to the subject matters hereof.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Amendment to the Tenant Use Agreement.

IDAHO STATE UNIVERSITY

By: Howard Grimes

Name: Howard Grimes

Title: VP for Research & Economic Development

Date: OCT 21, 2014

IDAHO STATE UNIVERSITY

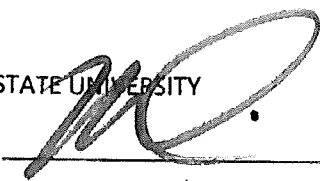
By: James B. Fletcher

Name: James Fletcher

Title: VP for Finance & Administration

Date: 10/21/14

BOISE STATE UNIVERSITY

By: Name: MARK RudinTitle: VP Research & Econ Dev.Date: 10.14.14

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

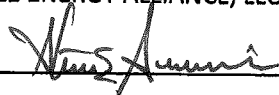
By: _____

Name: _____

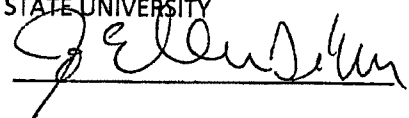
Title: _____

Date: _____

BATTELLE ENERGY ALLIANCE, LLC

By: Name: Steven E. AmmeterTitle: Director - CAESDate: 10-21-14

BOISE STATE UNIVERSITY

By: Name: ~~Steven E. Ammeter~~ STEVEN AMMETERTitle: AVPFA

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: 

Name: Ronald E. Smith

Title: VP for Finance & Administration

Date: 10/16/14

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

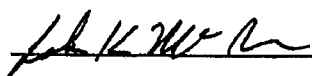
By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: 

Name: John K. McIVER

Title: VP for Research & Econ Dev.

Date: 16 Oct. 2014

UNIVERSITY OF WYOMING

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: William A. Fern

Name: William A. Fern

Title: VP RESEARCH ECON. DEV.

Date: Oct. 15, 2014

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF WYOMING

By: William Mai

Name: William Mai

Title: Vice President for Administration

Date: 10/15/14

**SECOND AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES
TENANT USE AGREEMENT**

THIS SECOND AMENDMENT ("Second Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement is entered into as of the date of last signature below, and confirms prior understanding effective from the Effective Date below, by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members" or "Parties").

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI"), entered into a Tenant Use Agreement ("TUA") for use of the Center for Advanced Energy Studies Research Laboratory ("CAES facility"), dated February 24, 2009.

On October 21, 2014, the TUA was amended ("October 21, 2014 Amendment") to include the University of Wyoming ("UW") as a primary user of the CAES facility and to make various other modifications.

As of January 23, 2021 ("Effective Date"), UW ceased its membership in CAES and its use of the CAES facility as a member.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Second Amendment their prior understanding that from and after the Effective Date:

1. UW is no longer a member of CAES and no longer a party to the TUA.
2. With respect to UW, the October 21, 2014 Amendment is terminated and no longer has any force or effect.
3. With respect to the Parties or parties, the "Primary User(s)," and the "Consortium Member(s)," all references to "University of Wyoming" and "UW" in the October 21, 2014 Amendment are deleted and of no continuing effect.
4. Consistent with the foregoing, in Section 1, "Purpose," of the TUA, the second sentence shall read as follows:

The primary users of CAES include Idaho State University ("ISU"), Boise State University ("BSU"), University of Idaho ("UI"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").

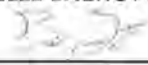
5. In Section 3, "Allocation of Costs," of the TUA, the Primary Users' proportional shares shall be as follows:
 - BEA: 70%
 - BSU: 10%
 - ISU: 10%
 - UI: 10%
6. Subsection 4.2, "CAES Program Office (CPO)," of the TUA shall read as follows:

CAES is a collaboration that includes the State of Idaho through its academic research institutions: BSU, ISU, and UI, together with BEA, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and support staff designated by the CAES Director. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

7. Except as modified by this Second Amendment, the October 21, 2014 Amendment to the TUA remains in effect for UI, BSU, ISU, and BEA.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Second Amendment to the Tenant Use Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

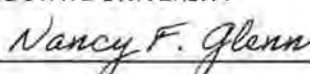
By: 
Digitally signed by BRADLEY
GRAVATT (Affiliate)
Date: 2022.09.16 15:16:57 -08:00

Name: Brad Gravatt

Title: Manager, Infrastructure Acquisitions

Date: 9/16/2022

BOISE STATE UNIVERSITY

By: 

Name: Nancy F. Glenn

Title: VP Research and Economic Development

Date: 9/9/22

IDAHO STATE UNIVERSITY

By: 

Name: Martin E. Blair

Title: VP for Research

Date: Sept. 12, 2022

UNIVERSITY OF IDAHO

By: 

Name: Christopher T. Nomura

Title: VP Research and Econ Dev

Date: 9/9/22

FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT FOR
THE CENTER FOR ADVANCED ENERGY STUDIES

THIS FIRST AMENDMENT ("First Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of 22 October, 2014 by and between Battelle Energy Alliance, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on the 24th of May, 2013.

The Founding Members desire that University of Wyoming ("UW") be joined as a coequal member of the Center for Advanced Energy Studies ("CAES") by amending the Consortium Agreement and approving said amendment pursuant to **Section 4.3 Approval and Amendments** of the Consortium Agreement.

UW desires to be a coequal CAES member.

UW is familiar with and acknowledges the Memorandum of Agreement (MOA) between the Founding Members dated January 25, 2006 that describes the intentions of the Founding Member in the establishment of CAES.

UW is familiar with and acknowledges the Strategic Plan agreed to by the Founding Members dated September 30, 2011, that sets forth the CAES Members' missions and goals of CAES.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Term "CAES Members" wherever it appears in the Consortium Agreement, except for in the recitals, shall include UW together with BEA, BSU, ISU, and UI.
2. **1.1 Purpose and Precedence of Agreement** is hereby deleted and replaced with the following:

This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The Founding Members have

entered into a Tenant Use Agreement dated February 4, 2009. Through execution of an amendment to the Tenant Use Agreement, UW entered into the Tenant Use Agreement contemporaneously with this First Amendment. ISU and BEA have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI, BSU, and UW and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

3. **1.3.1 CAES Director-** Add a bullet following the sentence "The primary duties of the Director include the following":

Work with the Associate Directors to value and validate each CAES Member's collaborative efforts and contribution of resources and commitments to make sure that each member is providing commensurate support levels. Once the Associate Directors and the Director agree on the value of the contributions, the Director will submit the findings to the Steering Committee for approval.

4. **1.3.3 CAES Associate Directors- Universities:** The first sentence is hereby deleted and replaced with the following:

Each of the university CAES Members: UI, ISU, BSU, and UW shall designate respective university Associate Director(s) for CAES.

5. **1.3.5 Executive Board-** The first sentence is hereby deleted and replaced with the following:

The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, UI, and UW with one vote allocated to each university CAES Member as follows:

6. **Article 3.1 General Obligations-** Add a 3.1.7 with the following text:

Commensurate Collaboration Efforts and Contribution of Resources and Commitments. Each CAES Member is expected to engage in collaborative efforts and to contribute resources and commitments to CAES of commensurate value with one another.

Metrics for valuation of each CAES Member's commensurate collaborative efforts can be found by evaluating factors for each CAES Member including, without limitation, participation in:

- i. CAES member activities (meetings, teleconferences, training, etc.);
- ii. CAES Joint research activities;
- iii. CAES Joint teaching and outreach activities;
- iv. CAES reporting activities;
- v. CAES program development activities.

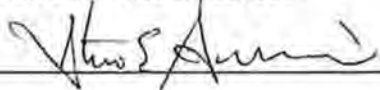
Metrics for valuation of each Member's commensurate contribution of resources and commitments to CAES can be found by evaluating factors for each CAES Member including, without limitation, value of expenditures and contributions for:

- i. Funding for faculty, students, technicians and support staff devoted to CAES;
- ii. Costs associated with CAES activities;
- iii. Costs associated with procuring and supporting the CAES facility and equipment;
- iv. Costs associated with procuring and supporting facilities and equipment on member campuses available to other CAES members.

Valuation of commensurate collaboration and contribution of the CAES Members will be done annually by the CAES Director working with the Associate Directors using specific metrics agreed upon by the Executive Board. Once the Executive Board agrees on the value of the contributions, the Director will submit the valuation metrics and the findings to the Steering Committee for approval.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment to the Consortium Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: 

Name: Dr. Steven E. Aumeier

Title: Director, Center for Advanced Energy Studies (CAES)

Date: 10/22/14

IDAHO STATE UNIVERSITY

By: 

Name: Howard Grimes

Title: VP for Research & Econ Dev

Date: 10/22/14

BOISE STATE UNIVERSITY

By: 

Name: Mark Rudin

Title: VP for Research & Econ Dev

Date: 10/22/14

UNIVERSITY OF IDAHO

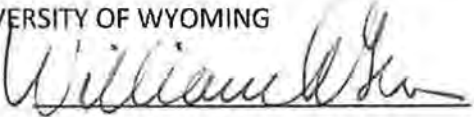
By: 

Name: John K. McIver

Title: VP for Research & Econ Dev

Date: 10/22/14

UNIVERSITY OF WYOMING

By: 

Name: William A. Gern

Title: VP for Research & Econ Dev

Date: 10/22/14

CONSORTIUM AGREEMENT

Among

**BATTELLE ENERGY ALLIANCE
BOISE STATE UNIVERSITY
IDAHO STATE UNIVERSITY
UNIVERSITY OF IDAHO**

For the

CENTER FOR ADVANCED ENERGY STUDIES

CONSORTIUM AGREEMENT
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CONSORTIUM AGREEMENT

**AMONG BATTELLE ENERGY ALLIANCE, BOISE STATE UNIVERSITY,
IDAHO STATE UNIVERSITY, AND UNIVERSITY OF IDAHO**

FOR THE CENTER FOR ADVANCED ENERGY STUDIES

This Consortium Agreement is entered into by and among Battelle Energy Alliance, Boise State University, Idaho State University, and the University of Idaho.

RECITALS

WHEREAS, the Center for Advanced Energy Studies ("CAES") is a consortium that performs world class advanced energy research and education to address, from a scientific and technical perspective, problems that are critical to the Nation;

WHEREAS, CAES currently has a primary physical location at University Place in Idaho Falls, Idaho, ("CAES Building"); however, CAES activities may take place at locations other than the CAES Building;

WHEREAS, the CAES founding members are: Boise State University ("BSU"), Idaho State University ("ISU"), the University of Idaho ("UI"), and Battelle Energy Alliance ("BEA") which manages and operates the Idaho National Laboratory ("INL") for the U.S. Department of Energy (DOE) under BEA's DOE Management and Operating Contract No. DE-AC07-05ID14517, with all the heretofore named entities hereafter referred to as "the CAES Members;"

WHEREAS, the CAES Members entered into a Memorandum of Agreement (MOA) last dated January 25, 2006, which described the Members' intentions regarding the establishment of CAES;

WHEREAS, ISU and BEA entered into Lease Agreement No. 00049377 regarding the CAES Building in October 2006;

WHEREAS, the CAES Members entered into a Tenant Use Agreement for use of the CAES Building in February 2009;

WHEREAS, the CAES Members have drafted a Strategic Plan in September 2011 that sets forth the CAES Members' missions and goals for CAES;

WHEREAS, CAES has now been successfully established and is actively in pursuit of the mission and goals of CAES as described in the Strategic Plan, MOA, and other supporting documents; and

WHEREAS, the CAES Members now desire to enter into this Consortium Agreement (also referred to as Agreement) to formalize the CAES Members' collaborative efforts regarding CAES and describe the respective responsibilities and roles of the CAES Members.

NOW, THEREFORE, in recognition of the mutual benefits of CAES and of the consideration provided herein, the CAES Members mutually agree as follows:

Article 1: CAES Consortium

1.1. Purpose and Precedence of Agreement. This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The CAES Members also have entered into a Tenant Use Agreement, dated February 4, 2009. ISU and BEA also have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI and BSU, and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

1.2. CAES status. CAES is a collaborative effort of the CAES Members. CAES is operated pursuant to the legal authority of each CAES Member; CAES does not have standing as a separate legal entity. Furthermore, CAES Members shall not engage in activities under this Agreement that could result in the formation of an informal partnership among any or all of the CAES Members. Furthermore, no CAES Member is an agent of another CAES Member solely by way of this Agreement. However, there is a potential that one or more of the university CAES Members may be able to act as an agent, or on behalf of, to at least some extent, of one or more of the other university CAES Members, but not BEA, by way of a properly executed separate instrument such as an appropriate and duly executed Joint Powers agreement.

1.3. Organizational Structure.

1.3.1. CAES Director. The CAES (Director) shall be an employee selected from any of the CAES Members by the CAES Members consulting and reaching mutual consent on the selection by way of the Steering Committee, or other designee of each CAES Member. However, a Director who is not a BEA employee shall not have authority to manage INL/BEA assets or resources. The Director is accountable to the CAES Steering Committee, is responsible for coordinating the CAES Members' activities, is responsible for overseeing the operation of CAES, and is responsible for coordinating the activities of the CAES Members with respect to CAES in general. The Director may delegate specific responsibilities to one or more Associate Directors. In carrying out the responsibilities of the Director, the Director shall seek the consensus of the CAES Members with accountability to the CAES Steering Committee;

however, to the extent circumstances require, the Director shall have reasonable discretion in making decisions regarding CAES and the operation of CAES subject to applicable laws, regulations, and contractual commitments of the CAES Members. The primary duties of the Director include the following:

- Lead, develop, oversee implementation of the CAES Strategic Plan in consultation with the Steering Committee,
- Lead regular reviews of CAES programs and CAES program strategies and develop options for modifications thereof,
- Consult with the university CAES Members regarding the appointment of their respective Associate Director positions,
- Serve as primary liaison and coordinator for engaging commercial and industrial entities to have work performed at CAES and/or collaborate with CAES Members in order to perform research and development work,
- Oversee the operations and activities of CAES according to the policies and procedures approved by the CAES Steering Committee,
- Develop, in collaboration with the other CAES Members, operational policies for CAES, for approval by the CAES Steering Committee,
- Develop and present an annual budget and an annual report to the CAES Steering Committee,
- Identify, obtain, and leverage new funding sources for supporting and creating CAES programs,
- Implement and annually update the CAES Strategic plan, and
- Oversee CAES programs.

1.3.2. CAES Associate Director(s) – INL/BEA. On an on-going basis, if the Director is an employee of BEA, BEA shall not in addition designate a BEA employee or employees as INL/BEA Associate Director(s). However, if the Director is not a BEA employee, BEA shall designate one or more employees as INL/BEA Associate Director(s). The INL/BEA Associate Director(s) shall assist in the responsibilities of the Director with particular respect to the operations of the CAES Building and BEA compliance with the terms of Lease Agreement No. 00049377 as well as, but not limited to the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Provide oversight of INL/BEA's CAES resources and assets including INL/BEA's CAES-related operating budgets and human capital strategies,
- Support and provide leadership (particularly from an INL perspective) in implementing the CAES Strategic Plan,
- Provide technical and strategic leadership of INL's Lab Directed Research and Development portfolio pertaining to CAES,

- Manage INL's CAES-related professional and leadership development budget,
- Support INL's CAES-related performance assurance activities,
- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations,
- Support INL cross cutting initiatives involving CAES,
- Assist in the development and coordination of CAES activities,
- Actively support and participate in commercial and industrial efforts,
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.3. CAES Associate Directors - Universities. Each of the other CAES Members: UI, ISU and BSU, shall each designate respective university Associate Director or Directors for CAES. The university Associate Director positions for each university CAES Member shall be funded via mutually acceptable written agreements between the parties thereof. Each university CAES Member shall hire the university Associate Director or Directors for its institution, in consultation with the CAES Director and BEA CAES Associate Director; the respective university Associate Director shall be an employee of the hiring institution. The university Associate Directors shall be responsible for coordinating CAES activities at their respective institutions; however, except as delegated by the Director, the university Associate Directors do not have decision making authority for general CAES Building operations. The university Associate Directors shall be accountable to the CAES Director for the fraction of their time supported by their respective mutually acceptable written agreement between the parties thereof. The university Associate Directors' primary duties may include the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Recruit CAES Investigators,
- Serve as CAES program leads for their respective university and participate in the daily operational decisions for CAES,
- Assist in the development and coordination of CAES activities,
- Hire and supervise administrative staff for their respective university at the CAES site,
- Develop and manage CAES site budgets,
- Actively support and participate in commercial and industrial efforts,
- Direct CAES educational, training, and research activities for their respective university,
- Provide an annual financial report for the previous fiscal and reporting year to the Director of expenses and funds available to the Associate Director for CAES activity,
- Serve as the contact person for their respective university regarding the undertakings and obligations set out in this Agreement,
- Support and provide leadership (particularly from the perspective of their respective university) in implementing the CAES Strategic Plan,

- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations, and
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.4. Steering Committee. The Steering Committee shall consist of one representative from each CAES Member and one *ex officio* member. The representative from each of the university CAES Members shall be the Vice President for Research, or equivalent for that university institution, unless otherwise designated in writing by that university institution. The Steering Committee will be chaired by the INL Deputy Laboratory Director of Science and Technology. The CAES Director shall serve as an *ex officio* member of the CAES Steering Committee. The Steering Committee shall have strategic oversight for CAES, including setting or revising the mission, developing a strategic plan, and providing policy oversight and scientific direction. The Steering Committee shall approve all policies, procedures, and guidelines as are necessary for the conduct of CAES as a consortium and its common operations. The Steering Committee shall conduct an annual review of the CAES Director, and which the respective employing CAES Member shall take into consideration when performing its annual employee review of the CAES Director. The Director and the CAES Steering Committee may jointly form *ad hoc* advisory committees as needed for scientific advice and/or other assistance.

1.3.5. Executive Board. The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director[s], and the university Associate Directors from BSU, ISU and UI, with one vote allocated to each university CAES Member as follows:

- The Director is a voting member and serves as the Chair.
- The BEA Associate Director[s] shall vote (to the extent of one vote for BEA irrespective of the number of BEA Associate Directors appointed by BEA), provided that during any term when the Director is a BEA employee, the Director (not the BEA Associate Director[s]) shall hold the voting privilege for BEA.
- The university Associate Director[s] of each member university institution are voting members of the CEB (to the extent of one vote per member institution, irrespective of the number of Associate Directors appointed by such member institution, and the Director shall hold the vote for the Director's institution), provided that during a term when the Director is the employee of a member institution, the Director (and not the Associate Director[s] of such member institution) shall hold the voting privilege for such member institution.

Voting ties shall be resolved via the dispute resolution mechanism under Section 4.9 of this Consortium Agreement.

The CEB provides operational oversight for all CAES activities, including Industry Collaborations. The CEB will meet no less than quarterly. The CEB provides direction and

leadership, with specified decision making authority, for commercial and industrial efforts, convenes and disbands committees as deemed necessary to facilitate CAES activities, and monitors all programmatic and financial activities of CAES. The CEB shall keep records of its meetings and individual votes of the CEB Members with respect to funding decisions, or otherwise shall be recorded, and records retained by the Director.

1.4. Limitations of authority granted herein. All authority granted in this Agreement is subject and subservient to the controlling authority of each CAES Member, other research sponsors, the CAES Members' contracts with the U. S. Government, including BEA's DOE management and operating contract, agreements and subcontracts entered into by BEA thereunder with the other CAES Members or non-CAES Member entities, and to any superseding statutory or regulatory requirements.

1.5. CAES Building. CAES is housed at the premises described in the Lease Agreement and/or subsequent lease agreements as may be entered into by the CAES Members regarding CAES. Use of facilities within the CAES Building shall be as described in the Lease Agreement and the Tenant Use Agreement. CAES Members will cooperate by building capability and by sharing access to their scientific facility resources within the CAES Building as appropriate and at their discretion, consistent with the intent to provide researchers employed by CAES Members, and from other institutions as invited and permitted, to have the greatest available access to the facilities in the CAES Building and to the intellectual community interactions created by the CAES Members.

Article 2. Financial Management.

2.1. Principles of Financial Management. CAES Members shall work together to foster a positive collaborative and research friendly culture by endeavoring to use, develop, and maintain cost effective processes and exercise sound judgment in the use of separate agreements that are appropriate and/or as may be required for the CAES Members to perform work, meet invoicing and payment obligations, and to otherwise properly receive, manage, and transfer funds among the CAES Members and non-CAES member parties in the furtherance of CAES in light of all known applicable laws, regulations, contractual commitments and obligations, accounting principles, and policies of the CAES Members.

2.2. CAES Fiscal Year. The operation of CAES shall generally be reported on a fiscal year beginning on October 1 and ending September 30.

2.3. Budget. Each CAES Member shall be responsible for setting its respective and the annual collective CAES budget in accordance with the CAES fiscal year.

2.4. Financial Record Keeping. The CAES Members shall maintain a complete file of all material records, documents, communications, and other materials in accordance with their normal respective practices that pertain to financial transactions under this Agreement for a

period of three (3) years from the date of final payment, unless the award documents or controlling agreements require records be retained for a longer period.

2.5. Audit. All audits between the CAES Members will be in accordance with the relevant funding agreement(s), or other agreement(s), for the subject transaction(s) of each audit that may be conducted among, or on behalf of, the CAES Members.

2.6. Conducting, Funding, and Accounting of Transactions between CAES Members and with non-CAES Member entities. The following non-exhaustive listing provides exemplary and representative agreements that may be available and suitable for use by the CAES Members to conduct work, perform research and development, exchange confidential/proprietary information, and/or provide other goods or services among the CAES Members and non-CAES Member entities. It is envisioned the CAES Members will periodically update and provide each other current copies of such template agreements or representative agreements for reference as may be deemed useful and beneficial. It is understood by the CAES Members such template agreements may not be suitable as drafted and thus may require editing or modification to be mutually suitable by the parties contemplating entering into such agreements in light of the nature of the subject transaction and other factors.

Titles of Exemplary University Agreements:

University of Idaho Sponsored Research Agreement (UI SRA) – For Federally or Non-Federally Funded research by UI on behalf of a Sponsor

University of Idaho Research Services Agreement (UI RSA) – For provision of research-related services to Federal or Non-Federal entities.

University of Idaho License Agreement (UI License) – For licensing by Sponsor or other parties of UI intellectual property rights.

University of Idaho Non-Disclosure Agreement (UI NDA) – For protection of UI and/or Sponsor confidential (non-classified), proprietary, business sensitive, and other non-publicly available information with no funding and no obligation to perform work

UI Material Transfer Agreement (UI MTA) – For non-monetary transfer of proprietary research material(s) into or out of UI and maintenance of provider ownership and intellectual property rights in the transferred material(s).

Boise State University Sponsored Research Agreement – for funded research or research-related activities performed by BSU on behalf of a sponsor.

Boise State University Service Agreement – for provision of BSU services to a sponsor.

Boise State University Short Form Sponsored Project Agreement – for funded activities performed by BSU on behalf of an industry member.

Boise State University Contract for Services – for provision of services by vendors on behalf of BSU.

Boise State University Option Agreement – for use in connection with an option to BSU intellectual property rights.

Boise State University Exclusive License Agreement – for use in connection with an exclusive license of BSU intellectual property rights.

Boise State University Non-exclusive License Agreement – for use in connection with a nonexclusive license of BSU intellectual property rights.

Boise State University One-way Nondisclosure Agreement – for protection of BSU proprietary information.

Boise State University Mutual Nondisclosure Agreement – for mutual exchange and protection of proprietary information.

Titles of Exemplary Federal and State Grant Agreements:

None listed - the CAES Members understand and agree not to accept terms that may introduce problems for compliance, are at odds with governing policies, or unnecessarily reduce the possibility for collaboration between the members.

Titles of Exemplary INL (DOE M&O Contractor) Agreements:

Subcontract - Primarily Federally funded, can be Non-Federally Funded in certain circumstances

Work for Others (WFO) Agreement – Federally and Non-Federally funded research and development on behalf of a Sponsor

Cooperative Research and Development Agreement (CRADA) – For collaborative Federally and non-Federally funded research and development with a Participant

Joint Appointment Agreement – Federally and non-Federally funded employee appointments from a home institution to a receiving institution

National User Facility Agreement – Generally no funding, however, can potentially be Federally funded via a separate Subcontract in certain circumstances

Non-Disclosure Agreement – Obligations to protect confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

Agreement to Commercialize Technology – Somewhat similar to Work For Others Agreement with potential to more flexibly negotiate mutually acceptable terms and conditions under certain circumstances

2.7. Periodic Settlement of Accounts Between the CAES Members. The CAES Members each acknowledge the need for the collaborative efforts of all CAES Members to be enhanced by establishing mutually agreed mechanisms to aid in the CAES operations through common and/or shared efforts and common and/or shared expenses for labor, services or material needs among the CAES Members and incidental to the overall operations of CAES. The CEB and the Director shall be responsible for identifying these commonalities and establishing the appropriate mechanisms and means for addressing them. These mechanisms and means may include shared expenses for the routine and normal operation of CAES including, for example, expenses incurred by a CAES Member to provide administrative and incidental services or materials to one or more of the other CAES Members to further the day-to-day activities being conducted at the CAES Building, or in furtherance of CAES, in accordance with this Agreement and agreed upon periodic settlement of accounts arising from such common and/or shared expenses. The Director shall report the progress in this area to the Steering Committee at each Steering Committee meeting until the Steering Committee determines otherwise.

Article 3: Member Obligations.

3.1. General Obligations. CAES Members agree to develop CAES as a national research and education center, consistent with the CAES Strategy and Mission and with the respective missions of the CAES Members. Each Member has the responsibility to work actively towards fulfilling the CAES Strategy and Mission and to cooperate with each other in the furtherance of CAES. Such responsibilities include, but are not be limited to, the following activities:

3.1.1. Seek opportunities for collaboration on research projects, including projects that will use CAES Membership resources;

3.1.2. Participate in educational and research activities designed to accomplish the CAES Mission;

3.1.3. Share research and education resources as appropriate;

3.1.4. Lead and participate in CAES efforts to secure funding in support of CAES activities, and work together to develop sustainable funding mechanisms for CAES;

3.1.5. Make available and share space within the CAES Building while working with the other CAES Members as appropriate and to the extent available, for CAES located staff, equipment and visitors; and

3.1.6. Manage the respective resources each CAES Member commits or makes available to CAES efforts and projects, including but not limited to, resources such as human capital, financial capital, tangible property, intangible property such as intellectual property.

3.2. Research Proposals. Each CAES Member shall coordinate through its Office of Sponsored Programs, applicable INL Directorate, or the appropriate alternative, to submit any funding proposal, whether private or public, that proposes to do work at CAES or under the auspices of CAES, to the CAES Director for review and approval. The Director shall review all such proposals prior to submission, for the sole purpose of determining whether the proposed research fits within the CAES mission and can be conducted through CAES in light of other obligations and compliance considerations. The Director, in consultation with the Associate Directors, may disallow proposed CAES research that is inconsistent with the CAES mission or that may not be accommodated based on other obligations or compliance considerations. Any decision by the Director to disallow proposed research shall be provided in writing to the CAES Member proposing the research and referred to the CEB for a vote.

3.3. Research Compliance.

3.3.1. Subject matter of the research. Each CAES Member shall be responsible for all local, state and federal compliance obligations relating to the subject matter of the research or work conducted by its employees. Compliance obligations, which may be subject to other written arrangements among the CAES Members, include but are not limited to compliance with laws relating to export controls, biohazards, animal care and use, radiation safety, human subjects, and use, storage, and transport of hazardous substances.

3.3.2. Location of the research. For all research conducted in the CAES Building, CAES Members and their visitors shall comply, at a minimum, with all applicable health, security, and safety requirements, policies and guidelines.

3.3.3. Compliance violations. Any CAES Member with reason to believe that any individual within the CAES Building is acting in violation of applicable compliance requirements, is engaging in scientific misconduct or other misconduct, shall notify the employer of the individual, through the Director or appropriate Associate Director. The Director or the respective Associate Director may, if determined to be necessary in the interest of health and safety, order that the non-compliant or misconduct activity halt immediately until the activity can be appropriately investigated. Any such investigation shall be conducted in accordance with the applicable policies of the home, e.g. employer, CAES Member institution.

3.4. Intellectual Property.

3.4.1. Ownership. Ownership of intellectual property, including but not limited to patent rights, copyrights, trademarks, and trade secrets, which are conceived, reduced to practice, and/or created as a result of this Agreement, or as a result of work or other activities being performed at CAES or in association with CAES, shall be governed by applicable federal and state laws and applicable agreements, including but not limited to, as applicable: BEA's DOE management and operating agreement, funded and unfunded research agreements, sponsored agreements and grants, cooperative agreements, employment/employee agreements, joint appointment agreements, subcontracts, non-employee visitor agreements, loaned employee agreements, intellectual property assignments, intellectual property management agreements, and other written agreements under which such intellectual property is specifically the subject of or was actually or constructively created/reduced to practice thereunder. In any case, this Agreement shall not, in and of itself, govern intellectual property ownership, licensing, or management of intellectual property among or between the CAES members, their employees, or others except regarding the use of the CAES name, logo, and marks by the CAES Members as set forth below in Article 3.6.

3.5. Personal Property.

3.5.1. Ownership. CAES Members shall retain ownership or possession of the personal property each Member brings to the CAES Building and acquires during its occupancy. Ownership or possession of personal property acquired with public or private funds shall be in accordance with the policies of the home institution of the principal investigator and as supplemented by the terms of the applicable research, funding, or other agreement. Each Member shall be responsible for adequately insuring its personal property, and for transporting, maintaining, and disposing of its property.

3.5.2. Donated property. All personal property donated for CAES Member or CAES purposes shall be donated to a specific CAES Member and that Member will own the donated property and, subject to any gift restrictions in the donative documents, operate it as a gift restricted to use for purposes consistent with the CAES mission, for so long as such use is feasible.

3.5.3. Permission for major scientific apparatus. A CAES Member may not bring a major scientific apparatus property item into the Building without the approval of, and coordination with, the CEB. A "major" scientific apparatus as used herein refers to any item determined by the CEB to have a significant impact on space allocation, operating costs, suitability, or functionality for the CAES Building, and includes by way of example, but is not limited to, items such as a mass spectrometer, an electron microscope, a large centrifuge, a NMR spectrometer, diffractometer, or the like. A CAES Member (or team of CAES Members) who brings a major scientific apparatus to the CAES Building shall be responsible for the maintenance and upkeep of such item, for safe operation of the item, including any necessary

training and safety measures, and for managing the use of the item in accordance with applicable requirements.

3.5.4. Use of major scientific apparatus. CAES Members who bring a major scientific apparatus to the CAES Building shall, to the extent possible, operate apparatus for the shared benefit of CAES Members. For such items of shared use, the owning Member shall be responsible for establishing a re-charge cost recovery center with approved use rates in accordance with applicable state and federal requirements. Such items will be dedicated first for use in completing the respective scope of work, second to CAES Member investigators for use in conducting other CAES projects, and third to other faculty/staff of the CAES Members.

3.6. Use of CAES name, logo and marks. The CAES name, logo, trade and service marks, and the goodwill associated therewith as they exist and are either collectively or individually used by the CAES Members at the time of execution of this Agreement and thereafter, shall be considered the jointly held property of the CAES Members (and subject to BEA's DOE Contract with respect to BEA's ownership interest). CAES Members agree to use the CAES name, logo, and marks only in association with the CAES building, mission, and activities as mutually envisioned and as mutually agreed upon by the CAES Members in this Agreement or other duly executed mutually acceptable agreements. In no case may the CAES name, logo, marks, and associated goodwill be used for non-CAES oriented and benefitting purposes, nor may a single or less than all CAES Members authorize or license use of the CAES name, logo, or marks by a non-CAES Member entity without the expressed written permission of each of the CAES Members. The use of the CAES name, logo, marks, and the associated goodwill thereof by each CAES Member under and in accordance with this Consortium Agreement, but not including licensing or sublicensing of non-CAES Member entities, will be without accounting to the other CAES Members.

3.7. Hold Harmless. Each CAES Member, to the extent not prohibited under applicable federal and state laws, shall hold free and harmless, with no obligation to indemnify whatsoever, each of the other CAES Members against claims, suits, causes of actions, expenses, damages, and liabilities, known and unknown, and including legal expenses and attorneys fees, incurred for or on account of any injury, loss, or damage arising out of or in connection with this Agreement to the extent such injury, loss, or damage results from the other CAES Member(s) engaging in negligence, willful misconduct, or a breach of a material term of this Agreement. It is acknowledged each CAES Member may have and may enter into separate written agreements relating to the subject matter of this paragraph.

3.8. Organizational Conflicts of Interest. Each CAES Member will endeavor to avoid or appropriately mitigate personal and organizational conflicts of interest with respect to work contemplated to be performed at CAES and in connection with CAES in accordance with the procedures and practices of the respective CAES Member. Should a potential or actual personal conflict of interest or organization conflict of interest be identified that is not mutually resolvable by the relevant CAES Members within one (1) calendar month of being identified,

such will be resolved in accordance with Section 4.9. Dispute Resolution, unless otherwise agreed in writing by all of the CAES Members.

3.9. Export Compliance. Each CAES Member is responsible to ensure the proper identification, access, control and disposition of all commodities, technology, technical data and items subject to export control laws. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Economic Emergency Powers Act, the Atomic Energy Act, the Nuclear Non-Proliferation Act and regulations issued pursuant to these including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The CAES Members acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal and/or other liability. Each CAES Member agrees that it will not export, re-export or otherwise transfer, directly or indirectly, commodities, technology or technical data in violation of U.S. export control laws and regulations. Each CAES Member is fully responsible for its own compliance with laws and regulations governing export controls in the performance of this Agreement and acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and other restrictions. This Agreement does not provide any express or implied Governmental export authorization or export license.

3.10. Confidentiality.

3.10.1 Upon mutually identified reasons for CAES Members and/or non-CAES Member entities to agree in writing to protect confidential (non-classified), proprietary information, or other business sensitive non-publically available information or materials regarding CAES Members performing CAES activities that are not addressed and subject to other written agreements, the CAES Members shall negotiate separate specific agreements, such as by way of a non-disclosure agreement containing mutually acceptable terms and conditions.

3.10.2 In the absence of executed non-disclosure agreements or other agreements specifically authorizing and addressing the exchange of confidential, proprietary, business sensitive, or other non-publically available information among the relevant CAES Members, including such information that may be obtained from non-CAES Member entities, the CAES Members shall not exchange or provide such information without first properly putting into place a mutually acceptable agreement.

3.10.3 This Consortium Agreement as executed by the parties hereto is not deemed to contain, confidential, proprietary, business sensitive, or other non-publically available information.

Article 4. General Terms.

4.1. Term. This Consortium Agreement shall be effective on the date that all CAES Members have fully executed the Agreement and shall continue indefinitely until terminated as prescribed below.

4.2. Termination and Withdrawal. Any CAES Member may terminate its participation under this Agreement and withdraw from the CAES Building with six (6) calendar months written notice to the other CAES Members. In the event of such termination and withdrawal, and provided that remaining CAES Members are continuing to occupy the CAES Building, the terminating CAES Member shall be obligated to quit the building, and to either relocate or complete any CAES related work by the effective date of termination, or to terminate such work as of the date of termination or prior to, and return unexpended funds to the applicable sponsor. Termination and withdrawal shall terminate that Member's obligations and rights, under this Agreement, subject to the terms and conditions of other written agreements and obligations set forth in this Agreement noted to survive the termination of this Agreement.

4.3. Approval and Amendments. This Agreement and any modifications thereto shall be subject to the written approval of the duly authorized representatives of all of the CAES Members and shall not be effective unless so approved.

4.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

4.5. Non-use of CAES Member's Names and Trademarks. The CAES Members shall not, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Member in advertising, publicity, promotional, or any other activities.

4.6. Appropriations clause. CAES Member obligations and liabilities, to the extent they are subject to appropriated state or federal funds, shall be subject to the availability of such appropriated funds for the given and respective fiscal year of each CAES Member.

4.7. Assignment. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by any CAES Member, without the written approval of all parties to this Agreement with the exception that BEA may assign its rights and obligations under this Agreement to a successor management and operating contractor, DOE, or DOE's designee.

4.8. Third Party Rights. Except as otherwise stated, this Agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are awarded or implied unless

provided herein. This Agreement is not intended and does not create a joint venture or any other type of legal entity.

4.9. Dispute Resolution. Any dispute concerning performance or otherwise arising under this Agreement that cannot be resolved at the operating level, shall be stated in writing by the complaining CAES Members and presented to the other CAES Members for consideration by the CEB. If CEB does not reach resolution within one (1) calendar month, the parties shall forward the written presentation of the dispute to the Steering Committee. Any dispute not resolved by the Steering Committee within one (1) calendar month shall be forwarded to the Presidents of the CAES Member universities and the Laboratory Director of INL. Failing resolution by the Presidents and Laboratory Director within one (1) calendar month, the dispute shall be submitted in writing by the CAES Members to either non-binding or binding arbitration as follows in 4.10.

4.10. Arbitration. Upon separate mutual written agreement by the complaining CAES Members having a claim or dispute arising from or as a result of this Agreement may be submitted for either non-binding or binding resolution to the American Arbitration Association and shall be resolved by the American Arbitration Association in accordance with its rules of procedure except as such rules may be otherwise modified by separate mutual written agreement by the complaining CAES Members.

4.11. Venue and Governing Law. Any legal, including arbitration, proceeding instituted between the parties shall be in the state of Idaho. This Agreement and claims or disputes arising from or as a result of this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho and by applicable federal laws.

4.12. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

4.13 Contacts. The following respective contact information for each of the CAES Members regarding formal correspondence under or related to this Consortium Agreement is set forth in Appendix B, which will be updated as necessary.

4.14 Surviving Terms and Conditions. At a minimum, the following Articles will survive the termination or expiration of this Agreement: 3.4 – Intellectual Property; 3.6 – Use of CAES name, logo, and marks; 3.7 – Hold Harmless; 3.9 – Export Compliance; 4.5 – Non-use of CAES Member's Names and Trademarks; 4.9 – Dispute Resolution; 4.10 – Arbitration; 4.11 and Venue and Governing Law.

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

BATTELLE ENERGY ALLIANCE, LLC

IDAHO STATE UNIVERSITY

By: [Signature]

By: [Signature]

Name: S.E. Ammeter

Name: HOWARD GRIMES

Title: Assoc. Lab Director

Title: VICE PRESIDENT FOR RESEARCH & ECONOMIC DEVELOPMENT

Date: 5-24-13

Date: 24 May 2013

BOISE STATE UNIVERSITY

UNIVERSITY OF IDAHO

By: [Signature]

By: [Signature]

Name: Mark Rudin

Name: John K. McIntyre

Title: Vice President Research Econ Dev.

Title: V. Pres. Res & Econ Dev

Date: 5/24/13

Date: 24 May 2013

CONSORTIUM AGREEMENT

Among

**BATTELLE ENERGY ALLIANCE
BOISE STATE UNIVERSITY
IDAHO STATE UNIVERSITY
UNIVERSITY OF IDAHO**

For the

CENTER FOR ADVANCED ENERGY STUDIES

CONSORTIUM AGREEMENT
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CONSORTIUM AGREEMENT

**AMONG BATTELLE ENERGY ALLIANCE, BOISE STATE UNIVERSITY,
IDAHO STATE UNIVERSITY, AND UNIVERSITY OF IDAHO**

FOR THE CENTER FOR ADVANCED ENERGY STUDIES

This Consortium Agreement is entered into by and among Battelle Energy Alliance, Boise State University, Idaho State University, and the University of Idaho.

RECITALS

WHEREAS, the Center for Advanced Energy Studies ("CAES") is a consortium that performs world class advanced energy research and education to address, from a scientific and technical perspective, problems that are critical to the Nation;

WHEREAS, CAES currently has a primary physical location at University Place in Idaho Falls, Idaho, ("CAES Building"); however, CAES activities may take place at locations other than the CAES Building;

WHEREAS, the CAES founding members are: Boise State University ("BSU"), Idaho State University ("ISU"), the University of Idaho ("UI"), and Battelle Energy Alliance ("BEA") which manages and operates the Idaho National Laboratory ("INL") for the U.S. Department of Energy (DOE) under BEA's DOE Management and Operating Contract No. DE-AC07-05ID14517, with all the heretofore named entities hereafter referred to as "the CAES Members;"

WHEREAS, the CAES Members entered into a Memorandum of Agreement (MOA) last dated January 25, 2006, which described the Members' intentions regarding the establishment of CAES;

WHEREAS, ISU and BEA entered into Lease Agreement No. 00049377 regarding the CAES Building in October 2006;

WHEREAS, the CAES Members entered into a Tenant Use Agreement for use of the CAES Building in February 2009;

WHEREAS, the CAES Members have drafted a Strategic Plan in September 2011 that sets forth the CAES Members' missions and goals for CAES;

WHEREAS, CAES has now been successfully established and is actively in pursuit of the mission and goals of CAES as described in the Strategic Plan, MOA, and other supporting documents; and

WHEREAS, the CAES Members now desire to enter into this Consortium Agreement (also referred to as Agreement) to formalize the CAES Members' collaborative efforts regarding CAES and describe the respective responsibilities and roles of the CAES Members.

NOW, THEREFORE, in recognition of the mutual benefits of CAES and of the consideration provided herein, the CAES Members mutually agree as follows:

Article 1: CAES Consortium

1.1. Purpose and Precedence of Agreement. This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The CAES Members also have entered into a Tenant Use Agreement, dated February 4, 2009. ISU and BEA also have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI and BSU, and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

1.2. CAES status. CAES is a collaborative effort of the CAES Members. CAES is operated pursuant to the legal authority of each CAES Member; CAES does not have standing as a separate legal entity. Furthermore, CAES Members shall not engage in activities under this Agreement that could result in the formation of an informal partnership among any or all of the CAES Members. Furthermore, no CAES Member is an agent of another CAES Member solely by way of this Agreement. However, there is a potential that one or more of the university CAES Members may be able to act as an agent, or on behalf of, to at least some extent, of one or more of the other university CAES Members, but not BEA, by way of a properly executed separate instrument such as an appropriate and duly executed Joint Powers agreement.

1.3. Organizational Structure.

1.3.1. CAES Director. The CAES (Director) shall be an employee selected from any of the CAES Members by the CAES Members consulting and reaching mutual consent on the selection by way of the Steering Committee, or other designee of each CAES Member. However, a Director who is not a BEA employee shall not have authority to manage INL/BEA assets or resources. The Director is accountable to the CAES Steering Committee, is responsible for coordinating the CAES Members' activities, is responsible for overseeing the operation of CAES, and is responsible for coordinating the activities of the CAES Members with respect to CAES in general. The Director may delegate specific responsibilities to one or more Associate Directors. In carrying out the responsibilities of the Director, the Director shall seek the consensus of the CAES Members with accountability to the CAES Steering Committee;

however, to the extent circumstances require, the Director shall have reasonable discretion in making decisions regarding CAES and the operation of CAES subject to applicable laws, regulations, and contractual commitments of the CAES Members. The primary duties of the Director include the following:

- Lead, develop, oversee implementation of the CAES Strategic Plan in consultation with the Steering Committee,
- Lead regular reviews of CAES programs and CAES program strategies and develop options for modifications thereof,
- Consult with the university CAES Members regarding the appointment of their respective Associate Director positions,
- Serve as primary liaison and coordinator for engaging commercial and industrial entities to have work performed at CAES and/or collaborate with CAES Members in order to perform research and development work,
- Oversee the operations and activities of CAES according to the policies and procedures approved by the CAES Steering Committee,
- Develop, in collaboration with the other CAES Members, operational policies for CAES, for approval by the CAES Steering Committee,
- Develop and present an annual budget and an annual report to the CAES Steering Committee,
- Identify, obtain, and leverage new funding sources for supporting and creating CAES programs,
- Implement and annually update the CAES Strategic plan, and
- Oversee CAES programs.

1.3.2. CAES Associate Director(s) – INL/BEA. On an on-going basis, if the Director is an employee of BEA, BEA shall not in addition designate a BEA employee or employees as INL/BEA Associate Director(s). However, if the Director is not a BEA employee, BEA shall designate one or more employees as INL/BEA Associate Director(s). The INL/BEA Associate Director(s) shall assist in the responsibilities of the Director with particular respect to the operations of the CAES Building and BEA compliance with the terms of Lease Agreement No. 00049377 as well as, but not limited to the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Provide oversight of INL/BEA's CAES resources and assets including INL/BEA's CAES-related operating budgets and human capital strategies,
- Support and provide leadership (particularly from an INL perspective) in implementing the CAES Strategic Plan,
- Provide technical and strategic leadership of INL's Lab Directed Research and Development portfolio pertaining to CAES,

- Manage INL's CAES-related professional and leadership development budget,
- Support INL's CAES-related performance assurance activities,
- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations,
- Support INL cross cutting initiatives involving CAES,
- Assist in the development and coordination of CAES activities,
- Actively support and participate in commercial and industrial efforts,
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.3. CAES Associate Directors - Universities. Each of the other CAES Members: UI, ISU and BSU, shall each designate respective university Associate Director or Directors for CAES. The university Associate Director positions for each university CAES Member shall be funded via mutually acceptable written agreements between the parties thereof. Each university CAES Member shall hire the university Associate Director or Directors for its institution, in consultation with the CAES Director and BEA CAES Associate Director; the respective university Associate Director shall be an employee of the hiring institution. The university Associate Directors shall be responsible for coordinating CAES activities at their respective institutions; however, except as delegated by the Director, the university Associate Directors do not have decision making authority for general CAES Building operations. The university Associate Directors shall be accountable to the CAES Director for the fraction of their time supported by their respective mutually acceptable written agreement between the parties thereof. The university Associate Directors' primary duties may include the following:

- Identify and obtain substantial research programs that align with the CAES Strategic Plan,
- Work collaboratively to build sustained student networks benefitting the respective strategies of CAES collaborators,
- Recruit CAES Investigators,
- Serve as CAES program leads for their respective university and participate in the daily operational decisions for CAES,
- Assist in the development and coordination of CAES activities,
- Hire and supervise administrative staff for their respective university at the CAES site,
- Develop and manage CAES site budgets,
- Actively support and participate in commercial and industrial efforts,
- Direct CAES educational, training, and research activities for their respective university,
- Provide an annual financial report for the previous fiscal and reporting year to the Director of expenses and funds available to the Associate Director for CAES activity,
- Serve as the contact person for their respective university regarding the undertakings and obligations set out in this Agreement,
- Support and provide leadership (particularly from the perspective of their respective university) in implementing the CAES Strategic Plan,

- Identify and avoid or mitigate performance, reputation, and potential liability related risks which may arise from CAES activities and operations, and
- Coordination of commercial and industrial efforts for which Director is responsible, and other duties as may reasonably be delegated by the Director.

1.3.4. Steering Committee. The Steering Committee shall consist of one representative from each CAES Member and one *ex officio* member. The representative from each of the university CAES Members shall be the Vice President for Research, or equivalent for that university institution, unless otherwise designated in writing by that university institution. The Steering Committee will be chaired by the INL Deputy Laboratory Director of Science and Technology. The CAES Director shall serve as an *ex officio* member of the CAES Steering Committee. The Steering Committee shall have strategic oversight for CAES, including setting or revising the mission, developing a strategic plan, and providing policy oversight and scientific direction. The Steering Committee shall approve all policies, procedures, and guidelines as are necessary for the conduct of CAES as a consortium and its common operations. The Steering Committee shall conduct an annual review of the CAES Director, and which the respective employing CAES Member shall take into consideration when performing its annual employee review of the CAES Director. The Director and the CAES Steering Committee may jointly form *ad hoc* advisory committees as needed for scientific advice and/or other assistance.

1.3.5. Executive Board. The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director[s], and the university Associate Directors from BSU, ISU and UI, with one vote allocated to each university CAES Member as follows:

- The Director is a voting member and serves as the Chair.
- The BEA Associate Director[s] shall vote (to the extent of one vote for BEA irrespective of the number of BEA Associate Directors appointed by BEA), provided that during any term when the Director is a BEA employee, the Director (not the BEA Associate Director[s]) shall hold the voting privilege for BEA.
- The university Associate Director[s] of each member university institution are voting members of the CEB (to the extent of one vote per member institution, irrespective of the number of Associate Directors appointed by such member institution, and the Director shall hold the vote for the Director's institution), provided that during a term when the Director is the employee of a member institution, the Director (and not the Associate Director[s] of such member institution) shall hold the voting privilege for such member institution.

Voting ties shall be resolved via the dispute resolution mechanism under Section 4.9 of this Consortium Agreement.

The CEB provides operational oversight for all CAES activities, including Industry Collaborations. The CEB will meet no less than quarterly. The CEB provides direction and

leadership, with specified decision making authority, for commercial and industrial efforts, convenes and disbands committees as deemed necessary to facilitate CAES activities, and monitors all programmatic and financial activities of CAES. The CEB shall keep records of its meetings and individual votes of the CEB Members with respect to funding decisions, or otherwise shall be recorded, and records retained by the Director.

1.4. Limitations of authority granted herein. All authority granted in this Agreement is subject and subservient to the controlling authority of each CAES Member, other research sponsors, the CAES Members' contracts with the U. S. Government, including BEA's DOE management and operating contract, agreements and subcontracts entered into by BEA thereunder with the other CAES Members or non-CAES Member entities, and to any superseding statutory or regulatory requirements.

1.5. CAES Building. CAES is housed at the premises described in the Lease Agreement and/or subsequent lease agreements as may be entered into by the CAES Members regarding CAES. Use of facilities within the CAES Building shall be as described in the Lease Agreement and the Tenant Use Agreement. CAES Members will cooperate by building capability and by sharing access to their scientific facility resources within the CAES Building as appropriate and at their discretion, consistent with the intent to provide researchers employed by CAES Members, and from other institutions as invited and permitted, to have the greatest available access to the facilities in the CAES Building and to the intellectual community interactions created by the CAES Members.

Article 2. Financial Management.

2.1. Principles of Financial Management. CAES Members shall work together to foster a positive collaborative and research friendly culture by endeavoring to use, develop, and maintain cost effective processes and exercise sound judgment in the use of separate agreements that are appropriate and/or as may be required for the CAES Members to perform work, meet invoicing and payment obligations, and to otherwise properly receive, manage, and transfer funds among the CAES Members and non-CAES member parties in the furtherance of CAES in light of all known applicable laws, regulations, contractual commitments and obligations, accounting principles, and policies of the CAES Members.

2.2. CAES Fiscal Year. The operation of CAES shall generally be reported on a fiscal year beginning on October 1 and ending September 30.

2.3. Budget. Each CAES Member shall be responsible for setting its respective and the annual collective CAES budget in accordance with the CAES fiscal year.

2.4. Financial Record Keeping. The CAES Members shall maintain a complete file of all material records, documents, communications, and other materials in accordance with their normal respective practices that pertain to financial transactions under this Agreement for a

period of three (3) years from the date of final payment, unless the award documents or controlling agreements require records be retained for a longer period.

2.5. Audit. All audits between the CAES Members will be in accordance with the relevant funding agreement(s), or other agreement(s), for the subject transaction(s) of each audit that may be conducted among, or on behalf of, the CAES Members.

2.6. Conducting, Funding, and Accounting of Transactions between CAES Members and with non-CAES Member entities. The following non-exhaustive listing provides exemplary and representative agreements that may be available and suitable for use by the CAES Members to conduct work, perform research and development, exchange confidential/proprietary information, and/or provide other goods or services among the CAES Members and non-CAES Member entities. It is envisioned the CAES Members will periodically update and provide each other current copies of such template agreements or representative agreements for reference as may be deemed useful and beneficial. It is understood by the CAES Members such template agreements may not be suitable as drafted and thus may require editing or modification to be mutually suitable by the parties contemplating entering into such agreements in light of the nature of the subject transaction and other factors.

Titles of Exemplary University Agreements:

University of Idaho Sponsored Research Agreement (UI SRA) – For Federally or Non-Federally Funded research by UI on behalf of a Sponsor

University of Idaho Research Services Agreement (UI RSA) – For provision of research-related services to Federal or Non-Federal entities.

University of Idaho License Agreement (UI License) – For licensing by Sponsor or other parties of UI intellectual property rights.

University of Idaho Non-Disclosure Agreement (UI NDA) – For protection of UI and/or Sponsor confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

UI Material Transfer Agreement (UI MTA) – For non-monetary transfer of proprietary research material(s) into or out of UI and maintenance of provider ownership and intellectual property rights in the transferred material(s).

Boise State University Sponsored Research Agreement – for funded research or research-related activities performed by BSU on behalf of a sponsor.

Boise State University Service Agreement – for provision of BSU services to a sponsor.

Boise State University Short Form Sponsored Project Agreement – for funded activities performed by BSU on behalf of an industry member.

Boise State University Contract for Services – for provision of services by vendors on behalf of BSU.

Boise State University Option Agreement – for use in connection with an option to BSU intellectual property rights.

Boise State University Exclusive License Agreement – for use in connection with an exclusive license of BSU intellectual property rights.

Boise State University Non-exclusive License Agreement – for use in connection with a nonexclusive license of BSU intellectual property rights.

Boise State University One-way Nondisclosure Agreement – for protection of BSU proprietary information.

Boise State University Mutual Nondisclosure Agreement – for mutual exchange and protection of proprietary information.

Titles of Exemplary Federal and State Grant Agreements:

None listed - the CAES Members understand and agree not to accept terms that may introduce problems for compliance, are at odds with governing policies, or unnecessarily reduce the possibility for collaboration between the members.

Titles of Exemplary INL (DOE M&O Contractor) Agreements:

Subcontract - Primarily Federally funded, can be Non-Federally Funded in certain circumstances

Work for Others (WFO) Agreement – Federally and Non-Federally funded research and development on behalf of a Sponsor

Cooperative Research and Development Agreement (CRADA) – For collaborative Federally and non-Federally funded research and development with a Participant

Joint Appointment Agreement – Federally and non-Federally funded employee appointments from a home institution to a receiving institution

National User Facility Agreement – Generally no funding, however, can potentially be Federally funded via a separate Subcontract in certain circumstances

Non-Disclosure Agreement – Obligations to protect confidential (non-classified), proprietary, business sensitive, and other non-publically available information with no funding and no obligation to perform work

Agreement to Commercialize Technology – Somewhat similar to Work For Others Agreement with potential to more flexibly negotiate mutually acceptable terms and conditions under certain circumstances

2.7. Periodic Settlement of Accounts Between the CAES Members. The CAES Members each acknowledge the need for the collaborative efforts of all CAES Members to be enhanced by establishing mutually agreed mechanisms to aid in the CAES operations through common and/or shared efforts and common and/or shared expenses for labor, services or material needs among the CAES Members and incidental to the overall operations of CAES. The CEB and the Director shall be responsible for identifying these commonalities and establishing the appropriate mechanisms and means for addressing them. These mechanisms and means may include shared expenses for the routine and normal operation of CAES including, for example, expenses incurred by a CAES Member to provide administrative and incidental services or materials to one or more of the other CAES Members to further the day-to-day activities being conducted at the CAES Building, or in furtherance of CAES, in accordance with this Agreement and agreed upon periodic settlement of accounts arising from such common and/or shared expenses. The Director shall report the progress in this area to the Steering Committee at each Steering Committee meeting until the Steering Committee determines otherwise.

Article 3: Member Obligations.

3.1. General Obligations. CAES Members agree to develop CAES as a national research and education center, consistent with the CAES Strategy and Mission and with the respective missions of the CAES Members. Each Member has the responsibility to work actively towards fulfilling the CAES Strategy and Mission and to cooperate with each other in the furtherance of CAES. Such responsibilities include, but are not be limited to, the following activities:

3.1.1. Seek opportunities for collaboration on research projects, including projects that will use CAES Membership resources;

3.1.2. Participate in educational and research activities designed to accomplish the CAES Mission;

3.1.3. Share research and education resources as appropriate;

3.1.4. Lead and participate in CAES efforts to secure funding in support of CAES activities, and work together to develop sustainable funding mechanisms for CAES;

3.1.5. Make available and share space within the CAES Building while working with the other CAES Members as appropriate and to the extent available, for CAES located staff, equipment and visitors; and

3.1.6. Manage the respective resources each CAES Member commits or makes available to CAES efforts and projects, including but not limited to, resources such as human capital, financial capital, tangible property, intangible property such as intellectual property.

3.2. Research Proposals. Each CAES Member shall coordinate through its Office of Sponsored Programs, applicable INL Directorate, or the appropriate alternative, to submit any funding proposal, whether private or public, that proposes to do work at CAES or under the auspices of CAES, to the CAES Director for review and approval. The Director shall review all such proposals prior to submission, for the sole purpose of determining whether the proposed research fits within the CAES mission and can be conducted through CAES in light of other obligations and compliance considerations. The Director, in consultation with the Associate Directors, may disallow proposed CAES research that is inconsistent with the CAES mission or that may not be accommodated based on other obligations or compliance considerations. Any decision by the Director to disallow proposed research shall be provided in writing to the CAES Member proposing the research and referred to the CEB for a vote.

3.3. Research Compliance.

3.3.1. Subject matter of the research. Each CAES Member shall be responsible for all local, state and federal compliance obligations relating to the subject matter of the research or work conducted by its employees. Compliance obligations, which may be subject to other written arrangements among the CAES Members, include but are not limited to compliance with laws relating to export controls, biohazards, animal care and use, radiation safety, human subjects, and use, storage, and transport of hazardous substances.

3.3.2. Location of the research. For all research conducted in the CAES Building, CAES Members and their visitors shall comply, at a minimum, with all applicable health, security, and safety requirements, policies and guidelines.

3.3.3. Compliance violations. Any CAES Member with reason to believe that any individual within the CAES Building is acting in violation of applicable compliance requirements, is engaging in scientific misconduct or other misconduct, shall notify the employer of the individual, through the Director or appropriate Associate Director. The Director or the respective Associate Director may, if determined to be necessary in the interest of health and safety, order that the non-compliant or misconduct activity halt immediately until the activity can be appropriately investigated. Any such investigation shall be conducted in accordance with the applicable policies of the home, e.g. employer, CAES Member institution.

3.4. Intellectual Property.

3.4.1. Ownership. Ownership of intellectual property, including but not limited to patent rights, copyrights, trademarks, and trade secrets, which are conceived, reduced to practice, and/or created as a result of this Agreement, or as a result of work or other activities being performed at CAES or in association with CAES, shall be governed by applicable federal and state laws and applicable agreements, including but not limited to, as applicable: BEA's DOE management and operating agreement, funded and unfunded research agreements, sponsored agreements and grants, cooperative agreements, employment/employee agreements, joint appointment agreements, subcontracts, non-employee visitor agreements, loaned employee agreements, intellectual property assignments, intellectual property management agreements, and other written agreements under which such intellectual property is specifically the subject of or was actually or constructively created/reduced to practice thereunder. In any case, this Agreement shall not, in and of itself, govern intellectual property ownership, licensing, or management of intellectual property among or between the CAES members, their employees, or others except regarding the use of the CAES name, logo, and marks by the CAES Members as set forth below in Article 3.6.

3.5. Personal Property.

3.5.1. Ownership. CAES Members shall retain ownership or possession of the personal property each Member brings to the CAES Building and acquires during its occupancy. Ownership or possession of personal property acquired with public or private funds shall be in accordance with the policies of the home institution of the principal investigator and as supplemented by the terms of the applicable research, funding, or other agreement. Each Member shall be responsible for adequately insuring its personal property, and for transporting, maintaining, and disposing of its property.

3.5.2. Donated property. All personal property donated for CAES Member or CAES purposes shall be donated to a specific CAES Member and that Member will own the donated property and, subject to any gift restrictions in the donative documents, operate it as a gift restricted to use for purposes consistent with the CAES mission, for so long as such use is feasible.

3.5.3. Permission for major scientific apparatus. A CAES Member may not bring a major scientific apparatus property item into the Building without the approval of, and coordination with, the CEB. A "major" scientific apparatus as used herein refers to any item determined by the CEB to have a significant impact on space allocation, operating costs, suitability, or functionality for the CAES Building, and includes by way of example, but is not limited to, items such as a mass spectrometer, an electron microscope, a large centrifuge, a NMR spectrometer, diffractometer, or the like. A CAES Member (or team of CAES Members) who brings a major scientific apparatus to the CAES Building shall be responsible for the maintenance and upkeep of such item, for safe operation of the item, including any necessary

training and safety measures, and for managing the use of the item in accordance with applicable requirements.

3.5.4. Use of major scientific apparatus. CAES Members who bring a major scientific apparatus to the CAES Building shall, to the extent possible, operate apparatus for the shared benefit of CAES Members. For such items of shared use, the owning Member shall be responsible for establishing a re-charge cost recovery center with approved use rates in accordance with applicable state and federal requirements. Such items will be dedicated first for use in completing the respective scope of work, second to CAES Member investigators for use in conducting other CAES projects, and third to other faculty/staff of the CAES Members.

3.6. Use of CAES name, logo and marks. The CAES name, logo, trade and service marks, and the goodwill associated therewith as they exist and are either collectively or individually used by the CAES Members at the time of execution of this Agreement and thereafter, shall be considered the jointly held property of the CAES Members (and subject to BEA's DOE Contract with respect to BEA's ownership interest). CAES Members agree to use the CAES name, logo, and marks only in association with the CAES building, mission, and activities as mutually envisioned and as mutually agreed upon by the CAES Members in this Agreement or other duly executed mutually acceptable agreements. In no case may the CAES name, logo, marks, and associated goodwill be used for non-CAES oriented and benefitting purposes, nor may a single or less than all CAES Members authorize or license use of the CAES name, logo, or marks by a non-CAES Member entity without the expressed written permission of each of the CAES Members. The use of the CAES name, logo, marks, and the associated goodwill thereof by each CAES Member under and in accordance with this Consortium Agreement, but not including licensing or sublicensing of non-CAES Member entities, will be without accounting to the other CAES Members.

3.7. Hold Harmless. Each CAES Member, to the extent not prohibited under applicable federal and state laws, shall hold free and harmless, with no obligation to indemnify whatsoever, each of the other CAES Members against claims, suits, causes of actions, expenses, damages, and liabilities, known and unknown, and including legal expenses and attorneys fees, incurred for or on account of any injury, loss, or damage arising out of or in connection with this Agreement to the extent such injury, loss, or damage results from the other CAES Member(s) engaging in negligence, willful misconduct, or a breach of a material term of this Agreement. It is acknowledged each CAES Member may have and may enter into separate written agreements relating to the subject matter of this paragraph.

3.8. Organizational Conflicts of Interest. Each CAES Member will endeavor to avoid or appropriately mitigate personal and organizational conflicts of interest with respect to work contemplated to be performed at CAES and in connection with CAES in accordance with the procedures and practices of the respective CAES Member. Should a potential or actual personal conflict of interest or organization conflict of interest be identified that is not mutually resolvable by the relevant CAES Members within one (1) calendar month of being identified,

such will be resolved in accordance with Section 4.9. Dispute Resolution, unless otherwise agreed in writing by all of the CAES Members.

3.9. Export Compliance. Each CAES Member is responsible to ensure the proper identification, access, control and disposition of all commodities, technology, technical data and items subject to export control laws. These laws include, without limitation, the Arms Export Control Act, the Export Administration Act, the International Economic Emergency Powers Act, the Atomic Energy Act, the Nuclear Non-Proliferation Act and regulations issued pursuant to these including the Export Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). The CAES Members acknowledge that export control requirements may change and that the export of goods, technical data or services from the U.S. without an export license or other governmental authorization may result in criminal and/or other liability. Each CAES Member agrees that it will not export, re-export or otherwise transfer, directly or indirectly, commodities, technology or technical data in violation of U.S. export control laws and regulations. Each CAES Member is fully responsible for its own compliance with laws and regulations governing export controls in the performance of this Agreement and acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and other restrictions. This Agreement does not provide any express or implied Governmental export authorization or export license.

3.10. Confidentiality.

3.10.1 Upon mutually identified reasons for CAES Members and/or non-CAES Member entities to agree in writing to protect confidential (non-classified), proprietary information, or other business sensitive non-publicly available information or materials regarding CAES Members performing CAES activities that are not addressed and subject to other written agreements, the CAES Members shall negotiate separate specific agreements, such as by way of a non-disclosure agreement containing mutually acceptable terms and conditions.

3.10.2 In the absence of executed non-disclosure agreements or other agreements specifically authorizing and addressing the exchange of confidential, proprietary, business sensitive, or other non-publicly available information among the relevant CAES Members, including such information that may be obtained from non-CAES Member entities, the CAES Members shall not exchange or provide such information without first properly putting into place a mutually acceptable agreement.

3.10.3 This Consortium Agreement as executed by the parties hereto is not deemed to contain, confidential, proprietary, business sensitive, or other non-publicly available information.

Article 4. General Terms.

4.1. Term. This Consortium Agreement shall be effective on the date that all CAES Members have fully executed the Agreement and shall continue indefinitely until terminated as prescribed below.

4.2. Termination and Withdrawal. Any CAES Member may terminate its participation under this Agreement and withdraw from the CAES Building with six (6) calendar months written notice to the other CAES Members. In the event of such termination and withdrawal, and provided that remaining CAES Members are continuing to occupy the CAES Building, the terminating CAES Member shall be obligated to quit the building, and to either relocate or complete any CAES related work by the effective date of termination, or to terminate such work as of the date of termination or prior to, and return unexpended funds to the applicable sponsor. Termination and withdrawal shall terminate that Member's obligations and rights, under this Agreement, subject to the terms and conditions of other written agreements and obligations set forth in this Agreement noted to survive the termination of this Agreement.

4.3. Approval and Amendments. This Agreement and any modifications thereto shall be subject to the written approval of the duly authorized representatives of all of the CAES Members and shall not be effective unless so approved.

4.4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

4.5. Non-use of CAES Member's Names and Trademarks. The CAES Members shall not, without express written consent in each case, use any name, trade name, trademark, or other designation of any other Member in advertising, publicity, promotional, or any other activities.

4.6. Appropriations clause. CAES Member obligations and liabilities, to the extent they are subject to appropriated state or federal funds, shall be subject to the availability of such appropriated funds for the given and respective fiscal year of each CAES Member.

4.7. Assignment. No assignment of this Agreement or of any right accruing under this Agreement shall be made, in part or in whole, by any CAES Member, without the written approval of all parties to this Agreement with the exception that BEA may assign its rights and obligations under this Agreement to a successor management and operating contractor, DOE, or DOE's designee.

4.8. Third Party Rights. Except as otherwise stated, this Agreement shall inure to the benefit of and be binding only upon the Parties hereto and their respective successors and assigns. No third party beneficiary rights or benefits of any kind are awarded or implied unless

provided herein. This Agreement is not intended and does not create a joint venture or any other type of legal entity.

4.9. Dispute Resolution. Any dispute concerning performance or otherwise arising under this Agreement that cannot be resolved at the operating level, shall be stated in writing by the complaining CAES Members and presented to the other CAES Members for consideration by the CEB. If CEB does not reach resolution within one (1) calendar month, the parties shall forward the written presentation of the dispute to the Steering Committee. Any dispute not resolved by the Steering Committee within one (1) calendar month shall be forwarded to the Presidents of the CAES Member universities and the Laboratory Director of INL. Failing resolution by the Presidents and Laboratory Director within one (1) calendar month, the dispute shall be submitted in writing by the CAES Members to either non-binding or binding arbitration as follows in 4.10.

4.10. Arbitration. Upon separate mutual written agreement by the complaining CAES Members having a claim or dispute arising from or as a result of this Agreement may be submitted for either non-binding or binding resolution to the American Arbitration Association and shall be resolved by the American Arbitration Association in accordance with its rules of procedure except as such rules may be otherwise modified by separate mutual written agreement by the complaining CAES Members.

4.11. Venue and Governing Law. Any legal, including arbitration, proceeding instituted between the parties shall be in the state of Idaho. This Agreement and claims or disputes arising from or as a result of this Agreement shall be governed by the laws of the State of Idaho as an agreement to be performed within the State of Idaho and by applicable federal laws.

4.12. Notices. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the Parties at the following addresses or at such other addresses as the Parties may from time to time direct in writing.

4.13 Contacts. The following respective contact information for each of the CAES Members regarding formal correspondence under or related to this Consortium Agreement is set forth in Appendix B, which will be updated as necessary.

4.14 Surviving Terms and Conditions. At a minimum, the following Articles will survive the termination or expiration of this Agreement: 3.4 – Intellectual Property; 3.6 – Use of CAES name, logo, and marks; 3.7 – Hold Harmless; 3.9 – Export Compliance; 4.5 – Non-use of CAES Member's Names and Trademarks; 4.9 – Dispute Resolution; 4.10 – Arbitration; 4.11 and Venue and Governing Law.

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

BATTELLE ENERGY ALLIANCE, LLC

IDAHO STATE UNIVERSITY

By: [Signature]

By: [Signature]

Name: S.E. Ammeter

Name: HOWARD GRIMES

Title: Assoc. Lab Director

Title: VICE PRESIDENT FOR RESEARCH & ECONOMIC DEVELOPMENT

Date: 5-24-13

Date: 24 May 2013

BOISE STATE UNIVERSITY

UNIVERSITY OF IDAHO

By: [Signature]

By: [Signature]

Name: Mark Rudin

Name: John K. McIVER

Title: Vice President Research Econ Dev.

Title: V. Pres. Res & Econ Dev

Date: 5/24/13

Date: 24 May 2013

**FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT FOR
THE CENTER FOR ADVANCED ENERGY STUDIES**

THIS FIRST AMENDMENT ("First Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of 22 October, 2014 by and between Battelle Energy Alliance, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on the 24th of May, 2013.

The Founding Members desire that University of Wyoming ("UW") be joined as a coequal member of the Center for Advanced Energy Studies ("CAES") by amending the Consortium Agreement and approving said amendment pursuant to **Section 4.3 Approval and Amendments** of the Consortium Agreement.

UW desires to be a coequal CAES member.

UW is familiar with and acknowledges the Memorandum of Agreement (MOA) between the Founding Members dated January 25, 2006 that describes the intentions of the Founding Member in the establishment of CAES.

UW is familiar with and acknowledges the Strategic Plan agreed to by the Founding Members dated September 30, 2011, that sets forth the CAES Members' missions and goals of CAES.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Term "CAES Members" wherever it appears in the Consortium Agreement, except for in the recitals, shall include UW together with BEA, BSU, ISU, and UI.

2. **1.1 Purpose and Precedence of Agreement** is hereby deleted and replaced with the following:

This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The Founding Members have

entered into a Tenant Use Agreement dated February 4, 2009. Through execution of an amendment to the Tenant Use Agreement, UW entered into the Tenant Use Agreement contemporaneously with this First Amendment. ISU and BEA have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI, BSU, and UW and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

3. **1.3.1 CAES Director-** Add a bullet following the sentence "The primary duties of the Director include the following":

Work with the Associate Directors to value and validate each CAES Member's collaborative efforts and contribution of resources and commitments to make sure that each member is providing commensurate support levels. Once the Associate Directors and the Director agree on the value of the contributions, the Director will submit the findings to the Steering Committee for approval.

4. **1.3.3 CAES Associate Directors- Universities:** The first sentence is hereby deleted and replaced with the following:

Each of the university CAES Members: UI, ISU, BSU, and UW shall designate respective university Associate Director(s) for CAES.

5. **1.3.5 Executive Board-** The first sentence is hereby deleted and replaced with the following:

The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, UI, and UW with one vote allocated to each university CAES Member as follows:

6. **Article 3.1 General Obligations-** Add a 3.1.7 with the following text:

Commensurate Collaboration Efforts and Contribution of Resources and Commitments. Each CAES Member is expected to engage in collaborative efforts and to contribute resources and commitments to CAES of commensurate value with one another.

Metrics for valuation of each CAES Member's commensurate collaborative efforts can be found by evaluating factors for each CAES Member including, without limitation, participation in:

- i. CAES member activities (meetings, teleconferences, training, etc.);
- ii. CAES Joint research activities;
- iii. CAES Joint teaching and outreach activities;
- iv. CAES reporting activities;
- v. CAES program development activities.

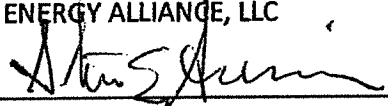
Metrics for valuation of each Member's commensurate contribution of resources and commitments to CAES can be found by evaluating factors for each CAES Member including, without limitation, value of expenditures and contributions for:

- i. Funding for faculty, students, technicians and support staff devoted to CAES;
- ii. Costs associated with CAES activities;
- iii. Costs associated with procuring and supporting the CAES facility and equipment;
- iv. Costs associated with procuring and supporting facilities and equipment on member campuses available to other CAES members.

Valuation of commensurate collaboration and contribution of the CAES Members will be done annually by the CAES Director working with the Associate Directors using specific metrics agreed upon by the Executive Board. Once the Executive Board agrees on the value of the contributions, the Director will submit the valuation metrics and the findings to the Steering Committee for approval.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment to the Consortium Agreement.

BATTELLE ENERGY ALLIANCE, LLC

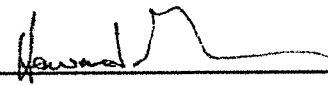
By: 

Name: Dr. Steven E. Aumeier

Title: Director, Center for Advanced Energy Studies (CAES)

Date: 10/22/14

IDAHO STATE UNIVERSITY

By: 

Name: Howard Grimes

Title: VP for Research & Economic Dev.

Date: 10/22/14

BOISE STATE UNIVERSITY

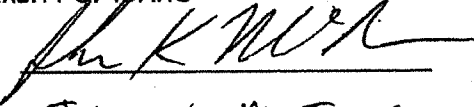
By: 

Name: Mark Rudin

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF IDAHO

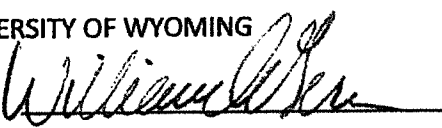
By: 

Name: John K. McIver

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF WYOMING

By: 

Name: William A. Gern

Title: VP for Research & Economic Dev.

Date: 10/22/14

**SECOND AMENDMENT TO THE CONSORTIUM AGREEMENT FOR
THE CENTER FOR ADVANCED ENERGY STUDIES**

THIS SECOND AMENDMENT ("Second Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of the date of last signature below and confirms prior understanding effective from the Effective Date below, by and between Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members" or "Parties").

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI") entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on May 24, 2013.

On October 22, 2014, the Consortium Agreement was amended by the First Amendment to the Consortium Agreement for the Center for Advanced Energy Studies ("First Amendment") to add University of Wyoming ("UW") as a member.

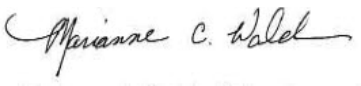
UW ceased its membership in the Center for Advanced Energy Studies ("CAES") on January 23, 2021 ("Effective Date").

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Second Amendment their prior understanding that from and after the Effective Date:

1. UW is no longer a member of CAES and no longer a party to the Consortium Agreement.
2. With respect to UW, the First Amendment is terminated and no longer has any force or effect.
3. With respect to Parties or parties and "CAES Member(s)," all references to "University of Wyoming" and "UW" in the First Amendment are deleted and of no continuing effect.
4. Consistent with the foregoing, the first sentence of subsection 1.3.3, "CAES Associate Directors – Universities," of the Consortium Agreement shall read as follows: "Each of the university CAES Members: UI, ISU, and BSU shall designate respective University Associate Director(s) for CAES."
5. The first sentence of subsection 1.3.5, "Executive Board," of the Consortium Agreement shall read as follows: "The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, and UI, with one vote allocated to each university CAES Member as follows:"
6. Except as modified by this Second Amendment, the First Amendment to the Consortium Agreement remains in effect for UI, BSU, ISU, and BEA.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Second Amendment to the Consortium Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: 

Name: Marianne C. Walck

Title: Deputy Laboratory Director for S&T

Date: 09/27/2022

IDAHO STATE UNIVERSITY

By: 

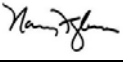
Name: Martin E. Blair

Title: VP for Research

Date: Sept. 12, 2022

UNIVERSITY OF IDAHO

BOISE STATE UNIVERSITY

By: 

Name: Nancy F. Glenn

Title: VP Research and Econ Dev

Date: 9/9/22

By: 

Name: Christopher T. Nomura

Title: VP Research and Econ Dev

Date: 9/9/22

BEA MOU No. 25MOU3

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

Idaho State University

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC (BEA)**, the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and Idaho State University, a public institution of higher education of the State of Idaho located at 921 South 8th Avenue, Pocatello, ID 83209. BEA and Idaho State University are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

- ☒ Research collaboration in the areas of mutual interest.
- ☒ Exchange of academic and research materials which are made available by both parties.
- ☒ Exchange of visiting research scholars.
- ☒ Cooperative symposia, seminars, workshops, and conferences.
- ☒ Establishment of a joint appointment program to enhance research and academic collaborations.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

Research Area A: Critical/ Strategic Mineral and Materials

Research Area B: Environmental Sustainability and Security

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include, but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: Idaho State University understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days' advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

With copy to: Martin Blair
Vice President for Research and Economic Development
Idaho State University
921 S. 8th Ave, STOP 8130
Pocatello, ID 83209-8130
Phone: 208-282-5907
Email: martinblair@isu.edu

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

The University of Idaho

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC (BEA)**, the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and the University of Idaho, a public institution of higher education of the State of Idaho located at 875 Perimeter Drive, Moscow, ID 83844. BEA and the University of Idaho are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

- ☒ Research collaboration in the areas of mutual interest.
- ☒ Exchange of academic and research materials which are made available by both parties.
- ☒ Exchange of visiting research scholars.
- ☒ Cooperative symposia, seminars, workshops, and conferences.
- ☒ Establishment of a joint appointment program to enhance research and academic collaborations.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

- Research Area A: Nuclear Materials and Fuel Cycle Engineering
- Research Area B: Power Cybersecurity Systems and Engineering
- Research Area C: Nuclear Integrated Energy Systems, with cross-cutting areas of artificial intelligence/machine learning across each research area

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: The University of Idaho understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement, whether a non-disclosure agreement, sponsored research agreement, material transfer

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

With copy to: Christopher Nomura
Vice President for Research and Economic
Development
University of Idaho
875 Perimeter Dr. MS 3010
Moscow, ID 83844-3010
Phone: 208-885-2258
Email: ctnomura@uidaho.edu

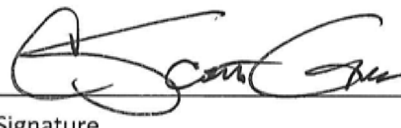
Signed for and on behalf of:

Battelle Energy Alliance, LLC
by its authorized representative:

 1/27/2025
Signature Date

John C. Wagner, Ph.D.
Director, Idaho National Laboratory
and President, Battelle Energy Alliance, LLC

University of Idaho
by its authorized representative:

 1/29/25
Signature Date

C. Scott Green
President, University of Idaho

MEMORANDUM OF UNDERSTANDING

between

Battelle Energy Alliance, LLC (BEA)

AND

Boise State University

on

STRATEGIC UNDERSTANDING FOR PREMIER EDUCATION & RESEARCH (SUPER)

This Memorandum of Understanding (MOU) is made between **Battelle Energy Alliance, LLC (BEA)**, the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 and Boise State University, a public institution of higher education of the State of Idaho located at 1910 University Dr., Boise, ID 83725. BEA and Boise State University are each a Party and together are referred to as the Parties.

Purpose: The purpose of this MOU is to state the intentions of the Parties in undertaking a collaboration in research and development of mutual interest and expand opportunities for the students, faculty, and researchers. The Parties have common scientific and research interests and will cooperate in performing the activities stated below.

Types of Cooperative Activities: The scope of collaboration on research activities to be pursued through this MOU includes the following:

- ☒ Research collaboration in the areas of mutual interest.
- ☒ Exchange of academic and research materials which are made available by both parties.
- ☒ Exchange of visiting research scholars.
- ☒ Cooperative symposia, seminars, workshops, and conferences.
- ☒ Establishment of a joint appointment program to enhance research and academic collaborations.
- ☒ Development of educational opportunities through Boise State for BEA employees.
- ☒ Plan for, establish, and manage an Advanced Materials and Manufacturing Campus at Boise State University.

Specific Research Activities: The Parties have an interest in scientific and technological cooperation to support BEA's mission to discover, demonstrate and secure innovative nuclear energy solutions, other clean energy options and critical infrastructure. It is envisioned that the Parties will seek mutually acceptable endeavors which may include but are not limited to potential research collaborations in the following areas:

Research Area A: Advanced Materials and Manufacturing

Research Area B: Secure and Resilient Energy Systems

Specific Educational Activities: The Parties have an interest in educational cooperation to support BEA's workforce recruitment and professional development in support of its mission. The Parties desire to have ongoing discussions about Boise State's (1) curricula as it relates to BEA's workforce needs and (2) undergraduate and graduate class offerings to BEA employees as an employment benefit.

Responsibilities: Each Party is to remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

MOU is Non-binding: This MOU is not intended by the Parties to be legally binding. Any binding obligations will be the subject of later, definitive agreements negotiated between the Parties. Nothing in this MOU is intended to create a legal partnership or joint venture or is intended to create any new academic programs. To the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

Formal Agreement: Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Parties intend to first enter separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to BEA's participation. Examples of other agreements include, but are not limited to: Standard Research Subcontract for Educational Institution (SRS), Cooperative Research and Development Agreement (CRADA), Strategic Partnership Projects (SPP), Joint Appointment Agreement, and Other Subcontract Mechanisms.

Publicity and Use of Names and Trademarks: Nothing in this MOU authorizes a Party to use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this MOU or activities contemplated by this MOU, without prior written approval of an authorized representative of the other Party. The Parties acknowledge that by entering into this MOU, neither Party is stating or implying that it has tested, endorsed or approved any product, service or company.

Nothing in this Article is intended to restrict either Party from disclosing the existence of and nature of this MOU or from including the existence of and nature of this MOU in the routine reporting of its activities.

Assignment: Boise State University understands that BEA may assign this MOU without prior consent to DOE or its designee.

General Terms

1. This MOU is effective from the date when both Parties have signed it ("Effective Date").
2. This MOU shall remain in force for a period of five (5) years from the Effective Date. Either Party may terminate the MOU by providing at least 60 days advance written notice to the other Party. Termination or expiration of this MOU does not automatically terminate any separate agreement between the Parties related to the subject matter of this MOU.
3. The MOU may be amended or extended by mutual consent in writing signed by authorized representatives of the Parties.
4. Each Party is liable for its own acts and omissions under this MOU, which, for the prevention of doubt, does not include any liability based on the acts or omissions of a third party.
5. Confidential information shall be exchanged only under the terms of a separate agreement,

whether a non-disclosure agreement, sponsored research agreement, material transfer agreement, or data use agreement. No confidential information shall be disclosed pursuant to this MOU.

6. This MOU provides no export license or authorization, and each Party is responsible for its own compliance with applicable laws and requirements.
7. This MOU may be executed in counterparts, which taken together will constitute one document.

Notices: Each Party must provide all required notices under this MOU in writing to the addresses set forth below or such other addresses designated by the receiving Party:

For BEA:

Giselle Sandi-Tapia
Director, Research Excellence
Programs
Battelle Energy Alliance, LLC
P.O. Box 1625, MS 3605
Idaho Falls, ID 83415-3605
Phone: 208-526-7830
Email: giselle.sanditapia@inl.gov

With copy to:

Jennifer H. Hoggard
Agreement Specialist
Battelle Energy Alliance, LLC
2525 North Fremont Avenue
P.O. Box 1625, MS 1303
Idaho Falls, ID 83415-1303
Email: jennifer.hoggard@inl.gov

Boise State University:

Marlene Tromp
President
Boise State University
1910 University Dr.
Boise, ID 83725
Phone: 208-426-1491
Email: marlenetromp@boisestate.edu

With copy to:

Nancy Glenn
Vice President for Research and Economic Development
Boise State University
1910 University Dr.
Boise, ID 83725
Phone: 208-426-5732
Email: nancyglenn@boisestate.edu

Signed for and on behalf of:

Battelle Energy Alliance, LLC
by its authorized representative:

 1/27/2025
Signature Date

John C. Wagner, Ph.D.
Director, Idaho National Laboratory
and President, Battelle Energy Alliance, LLC

Boise State University
by its authorized representative:

 1-27-25
Signature Date

Marlene Tromp, Ph.D.
President, Boise State University

**AGREEMENT FOR THE DISSOLUTION OF THE CONSORTIUM FOR
THE CENTER FOR ADVANCED ENERGY STUDIES AND THE TERMINATION OF THE CONSORTIUM
AGREEMENT**

THIS AGREEMENT for the Dissolution of the Consortium for the Center for Advanced Energy Studies and the Termination of the Consortium Agreement for the Center for Advanced Energy Studies ("Dissolution Agreement") is entered into by and between Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI") (collectively referred to as the "CAES Members" or "Parties"). BSU, ISU and UI are collectively referred to herein as "University CAES Members" or "Universities."

WHEREAS, the CAES Members entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on May 24, 2013.

WHEREAS, the Consortium Agreement was amended by the First Amendment to the Consortium Agreement for the Center for Advanced Energy Studies to add University of Wyoming ("UW") as a member on October 22, 2014 and the Consortium Agreement was amended by the Second Amendment to the Consortium Agreement for the Center for Advanced Energy Studies to remove University of Wyoming ("UW") as a member on September 12, 2022.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and Idaho State University on Strategic Understanding of Premier Education and Research (SUPER) was signed on December 4, 2024.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and Boise State University on Strategic Understanding of Premier Education and Research (SUPER) was signed on January 27, 2025.

WHEREAS, the Memorandum of Understanding between Battelle Energy Alliance, LLC (BEA) and the University of Idaho on Strategic Understanding of Premier Education and Research (SUPER) was signed on January 27, 2025.

WHEREAS, ISU as lessor and BEA as lessee entered into Lease Agreement No. 00049377, dated October 23, 2006 ("Lease") for laboratory and classroom space ("Leased Premises") in ISU's building #104, located at 995 MK Simpson Blvd in Idaho Falls, Idaho ("CAES Building").

WHEREAS, according to the Lease the CAES Building consists of approximately 55,000 square feet.

WHEREAS, in a rent commencement agreement dated September 5, 2008, ("Rent Commencement Agreement"), ISU and BEA documented the size of the Leased Premises as consisting of 38,500 square feet and September 25, 2028 as the expiration date of the term of the Lease.

WHEREAS, the CAES Members are parties to the Tenant Use Agreement dated February 4, 2009 ("TUA") the purpose of which is to "establish the operational boundaries of responsibility and authority between primary users of the Center for Advanced Energy Studies (CAES) research laboratory, in accordance with terms and conditions of Lease #49377, and to allocate operational maintenance costs."

WHEREAS, the CAES Members intend to continue to work in collaboration to advance research and development in areas of mutual interest and to expand educational opportunities for students, faculty and researchers under the framework set forth in each SUPER identified above or through separate formal agreements between two or more CAES Members.

AND WHEREAS, the Parties agree that framework for collaboration set forth in the SUPERS, or formal agreements between the CAES Members, shall provide the mechanism for collaboration and shall replace the Consortium Agreement.

NOW, THEREFORE, in consideration of the foregoing and in recognition of the mutual benefit, the Parties agree as follows:

Article 1. CAES Consortium

1.1 The CAES Consortium shall be dissolved and the Consortium Agreement, except as otherwise stated in herein, shall terminate on July 1, 2025.

1.2 As of July 1, 2025, each University will collaborate with BEA under the framework of the applicable SUPER; and the Universities will collaborate between and among themselves under separate agreements or frameworks as they deem appropriate.

1.3 Except as otherwise provided in Article 3 below, the positions of Director and Associate Directors, the Steering Committee, and the CAES Executive Board, created by Section 1.3 of the Consortium Agreement, shall cease to exist as of July 1, 2025.

Article 2. CAES Building

2.1 The Parties shall continue to operate under the TUA until the Parties agree to amend or terminate the TUA. ISU is the facilities manager under the TUA and will continue to provide facility management and safety oversight in accordance with the terms of the TUA.

Article 3. Winding Up After Dissolution

3.1 The Vice Presidents for Research and Economic Development at the Universities shall act as the duly appointed representative of the Party by whom that representative is employed for the limited purpose of performing the following activities to wind up the affairs of the CAES Consortium:

- (a) Completing a final financial accounting by and settlement between the Parties in accordance with Article 2 of the Consortium Agreement; and
- (b) Sunsetting the CAES name, logos, and marks (Consortium Agreement, Section 3.6).

3.2 The winding up shall be completed on or before September 30, 2025. Winding up shall be done in a manner that does not interfere with or interrupt existing projects of the Parties within the CAES Building.

Article 4. Surviving Terms

4.1 The surviving terms and conditions of the Consortium Agreement are as set forth in Section 4.14 of the Consortium Agreement: "3.4 - Intellectual Property; 3.6 - Use of CAES name, logo, and

marks; 3.7 - Hold Harmless; 3.9 - Export Compliance; 4.5 - Non-use of CAES Member's Names and Trademarks; 4.9 - Dispute Resolution; 4.10 - Arbitration; 4.11 and Venue and Governing Law."

4.2 The following additional sections of the Consortium Agreement shall survive until the winding up has been completed: 1.4 (Limitation of Authority granted herein); 2.2 (CAES Fiscal Year); 2.4 (Financial Record Keeping); 2.5 (Audit); 2.7 (Periodic Settlement of Accounts Between the CAES Members);, and 3.5 (Personal Property).

Article 5 Miscellaneous

5.1 This Dissolution Agreement may only be modified in writing executed by each Party's duly authorized representative.

5.2 This Dissolution Agreement may be executed in counterparts, each shall be an original, and all of which together shall constitute one agreement.

5.3 The Effective Date of this Dissolution Agreement shall be the date on which this Dissolution Agreement is fully executed below.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this Agreement for the Dissolution of the Consortium for the Center for Advanced Energy Studies and the Termination of the Consortium Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

IDAHO STATE UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BOISE STATE UNIVERSITY

UNIVERSITY OF IDAHO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIRD AMENDMENT TO THE CENTER FOR ADVANCED ENERGY STUDIES TENANT USE AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") to the Center for Advanced Energy Studies Tenant Use Agreement ("TUA") is entered into as of the date of last signature below and confirms the understanding of Battelle Energy Alliance, LLC, Boise State University, Idaho State University, and the University of Idaho (the "Founding Members") regarding Boise State University's removal from the TUA.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), Boise State University ("BSU"), Idaho State University ("ISU"), and the University of Idaho ("UI"), entered into the TUA dated February 24, 2009 for use of the Center for Advanced Energy Studies Research Laboratory ("CAES Facility").

On October 21, 2014, the TUA was amended ("October 21, 2014 Amendment") to include the University of Wyoming ("UW") as a primary user of the CAES Facility and to make various other modifications.

As of January 23, 2021, UW ceased its membership in CAES and its use of the CAES Facility as a member. UW's removal from the CAES membership was agreed to by the parties via a Second Amendment to the TUA, effective September 16, 2022.

BSU has requested to be removed as a member from the TUA as of June 30, 2025.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members confirm by this Third Amendment their agreement that:

1. As of June 30, 2025, BSU is no longer a party to the TUA.
2. Consistent with the foregoing, in Section 1, "Purpose," of the TUA, the second sentence shall read as follows:

The primary users of CAES include Idaho State University ("ISU"), University of Idaho ("UI"), and Battelle Energy Alliance, LLC ("BEA") (collectively referred to herein as "Primary Users").

3. In Section 3, "Allocation of Costs," of the TUA, the Primary Users' proportional shares shall be as follows:
 - BEA: 80%
 - ISU: 10%
 - UI: 10%

4. Subsection 4.2, "CAES Program Office (CPO)," of the TUA shall read as follows:

CAES is a collaboration that includes the State of Idaho through its academic research institutions: ISU, and UI, together with BEA, which manages the Idaho National Laboratory. The CPO consists of the Executive Board and support staff designated by the CAES Director. The CPO coordinates all CAES programmatic activities on behalf of the collaboration.

IN WITNESS WHEREOF, the authorized representatives of the Founding Members have executed this Third Amendment to the Tenant Use Agreement for the Center for Advanced Energy Studies.

BATTELLE ENERGY ALLIANCE, LLC

By: _____

Name: _____

Title: _____

Date: _____

BOISE STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

IDAHO STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

UNIVERSITY OF IDAHO

By: _____

Name: _____

Title: _____

Date: _____