

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
5001R0137/134 1 4

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
156 8/23/2001 NMS-97-009 8/16/01

6. ISSUED BY CODE 7. ADMINISTERED BY (If other than Item 6) CODE
U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch 2
Washington DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) (X) 9A. AMENDMENT OF SOLICITATION NO.
Southwest Research Institute
6220 Culebra Road
San Antonio, Texas 78228-0510
Attn: Wes Patrick, President, CNWRA
210-522-5158, TIN 74-1070544
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-02-97-009

CODE FACILITY CODE X 10B. DATED (SEE ITEM 13)
10-15-1987

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended, ___ is not extended
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) See Below

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

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X Mutual agreement of the parties

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


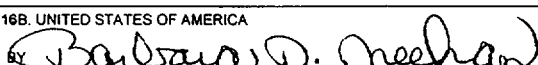
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Please see attached pages.

Blk. 12: B&R 0515213115 JC: J5164 BOC: 252A Approp. 31X0200
Deobligate: \$65,000

B&R 15015308105 JC: J5390 BOC: 252A Approp. 31X0200
Obligate: \$15,000

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

15A. NAME AND TITLE OF SIGNER (Type or print) R.B. Kalmbach, Director, Contracts	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara D. Meehan
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 08-28-2001	16C. DATE SIGNED 08-23-2001

The purpose of this modification is to provide funding in the amount of \$15,000 for Job Code J5390, to deobligate funds in the amount of \$65,000 in Job Code J5164, to revise the NRC Tag #s for two modems in section H.27, and to revise clauses F.1.5, H.16.3 and Attachment 16 to change the work for others clause. Accordingly, the following changes are made:

1. Sections B.2.C.b and d are revised to provide obligated funds for JC J5390, Diablo Canyon in the amount of \$15,000, and to deobligate \$65,000 from JC J5164, TWRS, as shown on the attached change pages 5, 6 and 6a.
2. Section B.2.C.e is revised to provide authorized funds for Diablo Canyon, JC J5390 in the amount of \$15,000, as shown on the attached change page 7.
3. Sections F.1.5, H.16.3 and Attachment 16 are revised to change the work for others provision in H.16.3. and to make corresponding changes in F.1.5. and page 2 of Attachment 16 as shown on the attached change pages 19a, 43a and pages 1 and 2 of Attachment 16.
4. Section H.27 is revised to correct the NRC Tag numbers for the Microm Deskport Modems as shown on attached change page 46.

All other terms and conditions of this contract, including the ceiling amount for the second renewal period of \$87,611,477.00, remain the same.

A summary of new obligations for the second renewal period of this contract is given below:

Job Code D1035 (HLW)

Total FY97 obligation amount \$445,000 (see Spent Fuel (CIS) below)

Total FY98 obligation amount \$10,792,270 (Note that this reflects the \$19,000 which was obligated on Mod. 123, but not reflected in this summary)

Total FY99 obligation amount \$11,862,000.

Total FY99 deobligation amount \$183,756.57.

Total FY00 obligation amount \$12,971,071.

Total FY00 deobligation amount of \$100,000.

Total FY01 obligation amount of \$13,415,000.

Cumulative Total of NRC Obligations for JC 1035 (HLW) \$49,201,584.43.

Description of Changes Incorporated by Modification No. 156 to NRC-02-97-009

Page 3

Job Code D1035 (Spent Fuel (CIS))
Total FY97 obligation amount \$200,000
Total FY98 obligation amount \$250,000

Job Code J5297 (Spent Fuel (CIS))
Total FY00 obligation amount \$100,000
Total FY01 obligation amount \$331

Cumulative Total of NRC Obligations for CIS \$550,331.

Job Code J5164 (Tank Waste Remediation)

Total FY98 obligation amount \$250,000
Total FY99 obligation amount \$285,000
Total FY00 obligation amount \$840,000
Total FY01 deobligation amount \$65,000

Cumulative Total of NRC Obligations for JC J5164 \$1,310,000.

Job Code J5206 (Spent Fuel Dry Transfer)
Total FY97 obligation amount \$25,000.
Total FY98 obligation amount \$200,000.
Total FY98 deobligation amount \$33,000
Total FY99 obligation amount \$283,600
Total FY00 obligation amount \$135,000
Total FY01 deobligation amount \$45,000

Cumulative Total of NRC Obligations for JC J5206 \$565,600.

Job Code J5210 (Aluminum-Based Spent Fuels)
Total FY98 obligation amount \$125,000.

Cumulative Total of NRC Obligations for JC J5210 \$125,000

Job Code J5186 (TMI-2 Fuel Debris)

Total FY98 obligation amount \$208,000.
Total FY98 deobligation amount \$8,000.
Total FY99 obligation amount \$100,000
Total FY99 deobligation amount \$15,898.
Total FY01 obligation amount \$878.

Cumulative Total of NRC Obligations for JC J5186 \$284,980.

Description of Changes Incorporated by Modification No. 156 to NRC-02-97-009

Page 4

Job Code J5226 (Private Fuel Storage)
Total FY98 obligation amount \$158,000
Total FY99 obligation amount \$332,630
Total FY00 obligation amount \$443,920
Total FY01 obligation amount \$715,000

Cumulative Total of NRC Obligations for JC J5226 \$1,649,550.

Job Code J5324 (SKB Peer Review)
Total FY00 obligation amount \$9,987

Cumulative Total of NRC Obligations for JC J5324 \$9,987.

Job Code J5327 (Naval Spent Fuel)
Total FY00 obligation amount \$161,000
Total FY01 deobligation amount \$26,000

Cumulative Total of NRC Obligations for JC J5327 \$135,000.

Job Code J5390 (Diablo Canyon)
Total FY01 obligation amount \$15,000

Cumulative Total of NRC Obligations for JC J5390 \$15,000.

This modification obligates funds in the amount of \$15,000 in Job Code J5390 and deobligates funds in the amount of \$65,000 in Job Code J5164.

e. Total amount authorized by Operations/Project Plans was as follows:

High-Level Waste Job Code: D1035 Amount: \$ 44,662,918	Licensing Support System Job Code: L1590 Amount: \$35,900
Research Job Code: B6666 Amount: \$ 15,584,461.47	Waste Solidification Systems Job Code: L1793 Amount: \$642,391.87 Job Code: J5190 Amount: \$39,900
Transportation Job Code: D1070 Amount: \$0	Monitored Retrievable Storage Job Code: L2516 Amount: \$20,459.70
Tank Waste Remediation Job Code: J5164 Amount: \$772,035.00	Safety Review of TMI-2 Job Code: J5186 Amount: \$158,290

Total amount authorized: \$ 61,916,356.04

f. The total award fee available; the award fee earned thus far and the evaluation period applicable thereto were as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
11 9/27/92-4/9/93	[REDACTED]	[REDACTED]
12 4/10/93-9/24/93	[REDACTED]	[REDACTED]
13 9/25/93-9/30/94	[REDACTED]	[REDACTED]
14 10/1/94-9/29/95	[REDACTED]	[REDACTED]
15 9/30/95-9/27/96	[REDACTED]	[REDACTED]
16 9/28/96-9/26/97	[REDACTED]	[REDACTED]

Current Data

C. September 27, 1997 - September 27, 2002

- a. The total estimated ceiling amount of this Cost-Plus-Award-Fee type contract for the above mentioned period is \$87,611,477.00.
- b. The amount presently obligated by the Government with respect to this contract for this period is \$ 53,847,032.43. In addition, carryover funds in the amount of \$3,302,599.76 are available for use in this renewal period as indicated below. The award fee pool will be as stated in the AFDP. The plan will reflect the actual award fee pool based on cumulative estimated costs for performance of approved Operations/Project Plans. The applicable base fee percentage is also described in the AFDP.

- c. Evaluation of the award fee earned will be accomplished in accordance with the then current AFDP (Attachment 11). Neither the determination as to the amount of fee available during a given period, the amount of award fee earned, nor the determination of the criteria under which the subject award fee will be made, shall be subject to FAR Subpart 52.233-1, entitled, "Disputes".
- d. Total funds currently obligated by Job Code (JC) are as follows:

High-Level Waste
Job Code: [REDACTED]
New Funds: \$ 49,485,341
Deob.: \$283,756.57
Carryover: \$1,989,455.71
Total: \$51,191,039.14

Waste Solidification Systems
Job Code: [REDACTED]
New Funds:
Carryover: \$2,763.35
Total: \$2,763.35

Tank Waste Remediation
Job Code: [REDACTED]
New Funds: \$1,375,000
Deobligation: \$65,000
Carryover: \$1,246,284.95
Total: \$2,556,284.95

Waste Solidification Systems
Job Code: [REDACTED]
New Funds:
Carryover: \$35,349.05
Total: \$35,349.05

Spent Fuel (TMI-2 Fuel Debris)
Job Code: [REDACTED]
New Funds: \$308,878
Deob.: \$23,898
Carryover: \$28,746.69
Total: \$313,726.69

Spent Fuel (Dry Transfer)
Job Code: [REDACTED]
New Funds: \$643,600
Deobligate: \$78,000
Carryover: \$0
Total: \$565,600

Aluminum-Based Spent Fuels
Job Code: [REDACTED]
New Funds: \$125,000
Total: \$125,000

Spent Fuel (CIS)
Job Code: [REDACTED]
New Funds: \$450,000
Total: \$450,000

Spent Fuel (PFS)*
Job Code: [REDACTED]
New Funds: \$1,649,550
Total: \$1,649,550

Spent Fuel (CIS)
Job Code: [REDACTED]
New Funds: \$100,331
Total: \$100,331

SKB Peer Review
Job Code: [REDACTED]
New Funds: \$9,987
Total: \$9,987

Naval Spent Fuel
Job Code: [REDACTED]
New Funds: \$161,000
Deob: \$26,000
Total: \$135,000

Diablo Canyon
Job Code: [REDACTED]
New Funds: \$15,000
Total: \$15,000

Total New Funds Obligated for 2nd Renewal Period:	\$54,332,687.00
Funds Deobligated during 2nd Renewal Period:	476,654.57
Net Obligated:	\$53,847,032.43

*PFS is subject to the license fee recovery provisions located elsewhere in this contract.
The TAC number for this project is L22462.

e. Total amount authorized by Operations/Project Plans is as follows:

High-Level Waste Job Code: [REDACTED] Amount: \$49,348,673	Waste Solidification Systems Job Code: [REDACTED] Amount: \$35,349.05 Job Code: L1793 Amount: \$2,763.35	
Tank Waste Remediation Job Code: [REDACTED] Amount: \$2,548,584	Spent Fuel (TMI-2 Fuel Debris) Job Code: [REDACTED] Amount: \$313,726.69	
Spent Fuel (Dry Transfer) Job Code: [REDACTED] Amount: \$565,600	Spent Fuel (CIS) Job Code: [REDACTED] Amount: \$450,000	
Aluminum-Based Spent Fuel Job Code: [REDACTED] Amount: \$125,000	Spent Fuel (CIS) Job Code: [REDACTED] Amount: \$100,331	Naval Spent Fuel Job Code: [REDACTED] Amount: \$135,000
SKB Peer Review Job Code: [REDACTED] Amount: \$9,987	Spent Fuel (PFS) Job Code: [REDACTED] Amount: \$1,441,450	Diablo Canyon Job Code: [REDACTED] Amount: \$15,000

Total amount authorized: \$55,056,115.04

f. The total award fee available, the award fee earned thus far and the evaluation period applicable thereto are as follows:

<u>Evaluation Period</u>	<u>Available Award Fee</u>	<u>Award Fee Earned</u>
17 9/27/97-9/25/98	[REDACTED]	[REDACTED]
18 9/26/98-9/24/99	[REDACTED]	[REDACTED]
19 9/25/99-9/29/00	[REDACTED]	[REDACTED]
20 9/30/00-9/28/01	[REDACTED]	[REDACTED]
21 9/29/01-9/27/02	[REDACTED]	[REDACTED]

Section C - Description/Specifications/Work Statement

C.1 Statement of Work for Operation of the Center for Nuclear Waste Regulatory Analyses

C.1.1 Concept for CNWRA Support to NRC

C.1.1.1 Nuclear Waste Policy Act of 1982

The Nuclear Waste Policy Act of 1982 as amended (NWPAA) sets forth the policy of the United States with regard to the management, storage and disposal of this nation's high-level radioactive waste from commercial and defense activities. The NWPAA charges the

(g) License Fee Cost Recovery Status Section

Pursuant to the provisions of 10 CRF Parts 170 and 171 on fees, provide the total amount of funds costed during the period and fiscal year to date for each task or task assignment (which is license fee recovery work) by facility or topical report. The Certificate Fee Recovery Status Report must be on a separate page as part of the periodic report for the task, and must be in the format provided (See Attachment 21). Cost must be properly apportioned by docket number and TAC number to the appropriate site.

There should be only one Certificate Fee Recovery Cost Status table per job code. The facilities should be identified by docket number and TAC number, and costs should be reported as whole numbers rounded to the nearest dollar. For work that involves more than one site, each site should be listed separately and the costs should be split appropriately between the sites. Common costs as defined below, must be identified separately in the Certificate Fee Recovery Cost Status table each period and must be divided among all plants worked on under the program during the period. The total of the period costs reported in the Certificate Fee Recovery Cost Status table should equal the total of the period costs reported in the periodic progress report. In the event the totals of the costs reported in these two tables are not equal, an explanation for the variance should be given as a footnote to the Certificate Fee Recovery Cost Status table.

Common costs are those costs associated with the performance of an overall program that benefits both sites covered under that program or that are required to satisfactorily carry out the program. Common costs include costs associated with the following: preparatory or start-up efforts to interpret and reach agreement on methodology, approach, acceptance criteria, regulatory position, or technical reporting requirements; efforts associated with the "lead site" concept that might be involved during the first one or two plant reviews; meetings and discussions involving the above efforts to provide orientation, background knowledge, or applied to a category of plants; and project management. On a periodic (every four week) basis, the common costs for each period must be apportioned to the costs incurred during the period for each of the sites for which work was performed.

(h) In accordance with clause H.16.3, the CNWRA shall provide notification, in advance of performing the work, of all work for others performed under that clause. The notification shall include a brief description of the work, level of effort, period of performance, and shall briefly address each of the criteria noted in paragraph 2 of H.16.3.

H.16 Organizational Constraints

H.16.1 The CNWRA is prohibited from competing with any non-FFRDC concern in response to a Federal Agency's formal Request for Proposals for other than the operation of an FFRDC. This prohibition does not apply to any parent organization or other subsidiary of the parent organization in its non-FFRDC operations.

H.16.2 The Contractor agrees to operate the CNWRA as a not-for-profit organization outside the control of any organization that could give rise to a conflict of interest.

H.16.3 Limitation of Contracting

The Contractor agrees that, because of the CNWRA's special relationship with the NRC, the Contractor will not contract with any other governmental agency for work at the CNWRA without the prior written approval of the CO. Furthermore, the Contractor will not accept any commercial contract for work at the CNWRA except as permitted by the following paragraph and Attachment 16 of this contract, entitled, "Procedures for Using the Center for Nuclear Waste Regulatory Analyses, for Work for the Nuclear Regulatory Commission and Others, within its Areas of Special Competency."

The Contractor is permitted to use CNWRA staff when such staff is not being fully used by NRC's waste management program, and no conflict nor potential conflict of interest exists (refer to clauses H.9 and H.12 of this contract). The Contractor may accept commercial contract work at the CNWRA without submitting a "work-for-others" request under Attachment 16, Section 5, of this contract provided that the work is within one or more areas of "special competency" of the CNWRA, and; (i) is not nuclear-related; (ii) does not create a conflict nor potential conflict of interest (refer to clauses H.9 and H.12 of this contract); (iii) is not for the DOE nor DOE contractors; and (iv) does not negatively impact work (including not being able to meet all established milestones) under this or any other NRC contract with the CNWRA.

Use of CNWRA personnel under the provisions of this clause for more than a total of 120 days during a 6-month period on all projects will require the prior written approval of the CO.

In advance of performing the work, the CNWRA shall provide notification, in the Program Manager's Periodic Report (see clause F.1.5), or to the CO, of all work undertaken pursuant to this provision. The CO reserves the right to rescind this clause and to reinstate the original clause, H.16.3, of the contract NRC-02-88-005 dated October 15, 1987, at any time, if it is determined to be in the best interest of the Agency.

(b) Sensitive Equipment. The purchase of sensitive equipment (any of the property items listed in Attachment Number 17) by the CNWRA with funds provided under this contract (other than overhead, general and administrative expenses, and fee), regardless of dollar value, requires the prior written approval of the NRC CO. Any request to purchase sensitive equipment shall be identified in the Operations Plan when submitted for approval or in a separate letter to the NRC Contracting Officer. After approval, any sensitive equipment purchased will be listed in this clause.

(c) In the event that, during contract performance, the Contractor determines that the acquisition cost for the above item(s) is (are) expected to exceed the amount(s) contained in the CNWRA's Operations Plan or letter requesting approval to purchase the equipment, the contractor shall refer to the Limitation of Cost or Funds Clause when either is included in the contract.

(d) Only the equipment/property listed in this clause in the quantities shown, will be acquired by the contractor. Additional equipment/property as defined in (a) and (b) above may be acquired only after CO approval is authorized by an amendment to this clause. The equipment/property listed in this clause is subject to the provisions of the "Government Property" clause.

H.27 Government Furnished Equipment/Property

(a) The NRC has provided the Contractor with the following for use under this contract:

<u>Item</u>	<u>Manufacturer</u>	<u>Tag No.</u>	<u>Quantity</u>	<u>Location</u>
Multiplexer	Timeplex	052407	1	San Antonio, TX
Power Supply	Deltec	052409	1	San Antonio, TX
Network Controller DSU		058725	1	Rockville, MD
Power Supply	Liebert	076498	1	San Antonio, TX
Deskport Modem	Microm	060449	1	San Antonio, TX
Access Stack Node router	Bay Networks	057902	1	San Antonio, TX
Access Stack Node router	Bay Networks	063304	1	Rockville, MD
Deskport Modem	Microm	060348	1	Rockville, MD
CITRIX System	Citrix	Software	1	San Antonio, TX

(b) In addition, the items shown on Attachment 22 were acquired by the Contractor with Government funds under contracts NRC-02-88-005, NRC-02-93-005 and NRC-02-97-009.

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. This property is subject to the provisions of the Government Property clause under this contract. All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.28 Foreign Ownership, Control, or Influence Over Contractor

(a) For purposes of this clause, a foreign interest is defined as any of the following:

PROCEDURES FOR USING THE CENTER FOR NUCLEAR
WASTE REGULATORY ANALYSES, FOR WORK FOR
THE NUCLEAR REGULATORY COMMISSION
AND OTHERS, WITHIN ITS AREAS
OF SPECIAL COMPETENCY

1. INTRODUCTION

On October 15, 1987, the Nuclear Regulatory Commission (NRC) contracted with Southwest Research Institute (SwRI) to establish the Center for Nuclear Waste Regulatory Analyses (CNWRA or the Center) as a Federally Funded Research and Development Center (FFRDC). The Center was established to provide long-term continuity and conflict-of-interest-free technical assistance and research for NRC, in support of its High-Level Waste Management (HLWM) Program, under the Nuclear Waste Policy Act (NWPA), as amended. The Center is operated as a separate business unit of SwRI, a private, not-for-profit organization. NRC is the sole sponsor of the Center. As the sole sponsor, it is NRC's responsibility to maintain funding continuity, to help ensure Center management and NRC staff goals of achieving and maintaining both a high degree of technical competence and efficient use of technical resources.

It is in the interest of both NRC and the Center to maintain contractual continuity (scope of work and schedules) and funding stability, consistent with program needs, Department of Energy (DOE) schedules for development and operation of a high-level waste (HLW) repository, and budget appropriations. Although contractual continuity and stability of funding are essential, they cannot always be guaranteed. Some year-to-year variation in funding and scope must be anticipated. Center capabilities can make a contribution to entities other than NRC, and to technical areas other than HLW (both within and outside NRC). Therefore, to alleviate the impact of year-to-year variations, it is desirable for the Center to perform work for others, within its areas of special competency. Further, it is anticipated that work for others will broaden staff knowledge and experience, provide opportunity to broaden and deepen the Center's core expertise that is used in service to NRC, and provide for more efficient use of Center resources, when NRC's HLWM requirements do not fully use the time and talents of core Center staff.

Work for others must be conducted in accordance with applicable Office of Federal Procurement Policy (OFPP) guidance, Federal Acquisition Regulations (FAR), and other pertinent rules and procedures. Nothing in these implementing procedures is intended to alter the requirements of such rules and procedures.

2. PURPOSE AND SCOPE

The purpose of this document is to establish the responsibilities and procedures whereby the Center may obtain authorization from its sponsor, NRC, to perform work for others that is related to its primary purpose, scope, mission or special competency, and to ensure that:

- (1) Opportunities for the Center to conduct work, within its areas of special competency, for NRC, outside the HLWM Program, or for any non-sponsor organization, are identified;
- (2) The anticipated benefits of such situations are maximized;
- (3) Possible adverse impacts of such use are properly evaluated and either avoided or effectively mitigated;
- (4) Appropriate review of, and decision-making on, requests for such work, are provided in a timely manner; and
- (5) The Center avoids conflicts of interest in performing such work.

Except as provided in the paragraph below, the scope of these procedures extends to all FFRDC work conducted for organizations other than the sponsor and for work for its sponsor, within its areas of special competency, but outside its primary mission (i.e., NRC's HLWM Program, under the NWPA). However, in order to avoid the potential for conflict of interest, the Center shall not undertake any work under these procedures for DOE, contractors under the DOE nuclear waste program, and States and affected Tribes that may participate in the process of siting, developing, designing, licensing, operating, or decommissioning the HLW repository, or associated interim storage facilities or sites.

Please refer to contract clause H.16.3 which provides for limited exceptions to the use of these procedures.

3. DEFINITIONS

- 3.1 Charter - The document that established the requirement for the Center and delineates the purpose, mission, general scope of effort, and role of the Center as an FFRDC. The Center is chartered to provide sustained high-quality technical assistance and research in support of NRC's HLWM Program, under the NWPA.
- 3.2 Core Center Staff - All full-time permanent staff members of the CNWRA, exclusive of clerical support staff.
- 3.3 Non-sponsor - Any organization, inside or outside the Federal Government, that funds specific work to be performed by the Center but is not a party to the sponsoring agreement (FAR Subsection 35.017(b)).