

MODIFICATION TO NRCAR 2052.209-72
CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

1. Notwithstanding any inconsistent provision of this contract, the contractor agrees that during performance of this contract and for a period of eighteen (18) months thereafter, the contractor will not enter into any contracts or subcontracts or any consulting personnel or similar arrangements involving work for:

A. Nuclear utilities subject to NRC or Agreement State licensing authority or for trade associations, research institutions, and similar groups that represent or are substantially composed of nuclear utilities;

B. Industrial firms, manufacturers, educational institutions, and other organizations subject to NRC or Agreement State licensing authority or for trade associations or research institutions or similar groups that represent or are substantially composed of such industrial firms, etc., where the work is either subject to NRC or an Agreement State licensing authority or is closely associated with work subject to such licensing authority; and

C. Vendors, engineering firms, suppliers, and other organizations that provide services and supplies to entities subject to NRC or Agreement State licensing authority or for trade associations or research institutions or similar groups that represent or are substantially composed of such vendors, etc., where the work is either subject to NRC or an Agreement State licensing authority or is closely associated with work subject to such licensing authority.

2. If the contractor plans to perform work that reasonably can be viewed as included within the limitations of Paragraph No. 1 above, the contractor shall disclose full particulars of that planned work to the NRC contracting officer and obtain the NRC contracting officer's approval in advance of performing the work. The NRC contracting officer's decision on the matter shall be final, subject to a right of appeal under the Contract Disputes Act.

3. In addition to those relationships identified as creating potential organizational conflicts of interest in NRCAR 2052.209-72 and NRCAR Subpart 2009.5, the contractor agrees that should it enter into a relationship described in Paragraph No.1, an organizational conflict of interest will result under the cited clause, as modified, and the regulations.

4. In view of the contractor's commitments under this modification to NRCAR Clause 2052.209-72, including the "Contractor Warranty" provision, the contractor agrees that the government may terminate this contract for default if the contractor breaches these commitments, notwithstanding any inconsistent provision of this contract or the NRCAR, other than as excepted under the terms of Paragraph 2 above.

5. The contractor agrees to the following changes in NRCAR Clause 2052.209-72 to conform that clause with Paragraphs 1, 2, 3, and 4 above:

A. Section (b) Scope, add the following sentence:

In addition, these restrictions apply to the relationships described in Paragraph No. 1 of the modification to this clause.

B. Subsection (c) Work for others, delete Paragraphs (1), (2), (3), and (4), in their entirety and substitute the following in lieu thereof:

“(1) The contractor shall ensure that all employees under this contract abide by the provision of this modified clause.”

C. Subsection (d) Disclosure after award, delete paragraphs (1), (2), and (3), in their entirety and substitute the following in lieu thereof:

“(d) Contractor Warranty. The contractor warrants that it has no relationships of the type described in Paragraph No.1 of the modification to this clause and that it will not enter such relationships during its performance of this contract and for eighteen (18) months thereafter.”

D. Throughout: The words “licensee” and “applicant” include both NRC and Agreement States.

E. All other terms of NRCAR Clause 2052.209-72 remain unchanged.

6. The parties intend that, to the maximum extent possible, this modification shall govern all relevant activities of the parties. Accordingly, should Paragraphs Nos. 1, 2, 3, and 4 of this modification, or any portion thereof, be deemed inconsistent with NRCAR Clause 2052.209-72; NRCAR Subpart 2009.5; or any other regulation or guidance, this modification shall prevail.