

2. AMENDMENT/MODIFICATION NO. M008	3. EFFECTIVE DATE See Block 15c.	4. REQUISITION/PURCHASE REQ. NO. Admin RFPA	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (If other than Item 6) U.S. Nuclear Regulatory Commission RGIII/DRMA/FRB Mail Stop RIII Attn: Martin Kerlin, 630-829-9724 Washington, DC 20555	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MILLENNIUM DATA SYSTEMS, INC. MILLENNIUM DATA SYSTEMS Attn: Charlotte Harrison-Smith 500 N. Michigan Avenue, Suite 1042 CHICAGO IL 60611	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-30-03-281
		10B. DATED (SEE ITEM 13) 07-07-2003
CODE 965884505	FACILITY CODE	X

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 on 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) No Funds Obligated on this Modification

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Bilateral Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ 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.)
The following clause is hereby added:
FAR 49.603-6 No-cost settlement agreement?complete termination.
(a) This supplemental agreement NRC-30-03-281 modifies the contract to reflect a no-cost settlement agreement with respect to the Notice of Termination dated December 1, 2006.
(b) The parties agree as follows:
The Contractor unconditionally waives any charges against the Government because of the termination of the contract except as set forth below, releases it from all obligations under the contract or due to its termination. The agrees that all obligations under the contract are concluded, except as follows: "The actual billable hours performed under the labor category "Secretary IV" for the remaining period ending November 30, 2006.
-----REFER TO ATTACHED PAGE TWO FOR A DESCRIPTION OF MODIFICATION NO. EIGHT-----

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) Charlotte Harrison-Smith, President	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer
15B. CONTRACTOR/OFFEROR Charlotte Harrison-Smith (Signature of person authorized to sign)	15C. DATE SIGNED 2-27-07
	16B. UNITED STATES OF AMERICA BY Donald A. King (Signature of Contracting Officer)
	16C. DATE SIGNED 1/24/2007

The purpose of this modification is to execute a no-cost termination settlement agreement and to terminate the contract in its entirety. The Government agrees that all obligations under this contract are concluded regarding further performance and corrective measures. The parties agree to the following:

- 1) The Contractor unconditionally waives any charges against the Government because of the termination of the contract and, except as set forth below, releases it from all obligations under the contract or due to its termination. The Government agrees that all obligations under the contract are concluded, except as follows:
 - (A) The actual billable hours performed under the labor category "Secretary IV" for the remaining period ending November 30, 2006.
- 2.) Regardless of any other provision of this agreement, the following rights and liabilities of the parties under the contract are reserved:
 - (A) All rights of the Government to take the benefit of agreements or judgments affecting royalties paid or payable in connection with the performance of the contract.
 - (B) All rights and liabilities, if any, of the parties under the those clauses inserted in the contract because of the requirements of Acts of Congress and Executive Orders, including, without limitation, any applicable clauses related to: labor law, contingent fees, domestic article, employment of aliens, and "officials not to be benefit."
 - (C) All rights and liabilities, if any, of the parties arising under the contract and relating to reproduction rights, patent infringement, inventions, or applications for patents, including rights to assignments, invention reports, licenses, covenants of indemnity against patent risks, and bonds for patent indemnity obligations, together with all rights and liabilities under the bonds.
 - (D) All rights and liabilities, if any, of the parties relating to Government property furnished to the Contractor for the performance of this contract.
 - (E) All rights and liabilities, if any, of the parties under those clauses of the contract relating to price reductions for defective cost or pricing data.

This no-cost termination settlement agreement constitutes the complete and final settlement of all matters related to Contract No. NRC-30-03-281. The contractor waives its right to bring any actions against the NRC, its officers, agents and employees in any form related to Contract No. NRC-30-03-281.

Refer to Section XV, entitled "PERIOD OF PERFORMANCE" is hereby deleted in its entirety and replaced with the following:

"The period of performance of this contract is from July 7, 2003 through November 30, 2006."

All other terms and conditions of the contract remain unchanged.