

2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See 15C	4. REQUISITION/PURCHASE REQ. NO. RES-11-166 Dated 4/27/2011	5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Ashlee Bushell Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	7. ADMINISTERED BY (if other than item 6) U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ENERGY RESEARCH, INC. 6189 EXECUTIVE BLVD ROCKVILLE MD 208523901	(X)	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS23F0110M NRC-DR-04-10-130 10B. DATED (SEE ITEM 13) 07-07-2010
CODE	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) N/A

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:
X	D. OTHER (Specify type of modification and authority) FAR 52.243 CHANGES LABOR HOURS Bilateral; Mutual Agreement of Parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

See page 2 for details.

Period of Performance: 07/12/2010 - 09/30/2011 (unchanged)
 Purchase Order Ceiling Amount: \$93,200.00 (unchanged)
 Purchase Order Obligated Amount: \$93,200.00 (unchanged)

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Mohsen Khatib-Rahbar President	15B. CONTRACTOR/OFFEROR <i>Mohsen Khatib-Rahbar</i> (Signature of person authorized to sign)	15C. DATE SIGNED 6/29/11	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald A. King Contracting Officer	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 6/27/2011
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NSN 7540-01-152-8070
PREVIOUS EDITION NOT USABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA - FAR (48 CFR) 53.243

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JUN 30 2011

ADM002

The purpose of this modification is to incorporate the Non-Disclosure Agreement (NDA) Clause required in any contract that may need to utilize Probabilistic Risk Assessment (PRA) software and models. The contractor shall complete the NDA only after the need to access PRA information is identified by the NRC Project Officer. Accordingly, the contract is modified as follows:

- 1) Section A is revised to include the following:

A.9 NON-DISCLOSURE AGREEMENT CLAUSE

If necessary for conduct of the project, the NRC PM will provide access to agency PRA tools as necessary, and within the constraints placed upon dissemination of the information. The contractor, and any authorized subcontractors, may use NRC SPAR models and the NRC SAPHIRE PRA computer code to evaluate scenarios. Any problems encountered using the SAPHIRE code or the SPAR models shall be discussed with the NRC PM and documented in the MLSR. The documentation should describe in detail the problem or difficulty encountered and the steps taken to resolve the problem.

The NRC will provide access to the SPAR models and the NRC SAPHIRE PRA computer code. The contractor, and any authorized subcontractors, will use their own personal computers for running SAPHIRE and the SPAR models. The contractor, and any authorized subcontractors, will provide the names, phone numbers, company affiliation, title, mailing address and citizenship of any staff that will need access to the SPAR models. The SPAR models are being provided only for the contractor/subcontractor's use and are not to be distributed further without the written consent of the Nuclear Regulatory Commission. Due to the sensitivity of the information contained in the models, they are not publicly available. Additionally, a Non-Disclosure Agreement must be completed in order to obtain the SAPHIRE computer code. The NRC will also provide Web access to the ASP and operating event databases, if necessary. The use of these materials and SPAR models is limited to the period of performance of this contract and to the individuals approved by NRC for access. The NDA and instructions are available at <http://www.nrc.gov/about-nrc/regulatory/research/obtainingcodes.html> (See Attachment 1 (6 pages) to modification no. 003).

(END OF CLAUSE)

Non-Disclosure Agreement for a Computer Code of the U.S. Nuclear Regulatory Commission

SAPHIRE Computer Code Distribution
Probabilistic Risk Assessment Branch
Office of Nuclear Regulatory Research
U.S. Nuclear Regulatory Commission
M.S. CSB4-C07M Washington, D.C. 20555

Dear Sir:

On behalf of the _____ (_____), I would like to request a copy of the NRC's SAPHIRE code and code documentation. I understand that the conditions for receiving this code are as follows:

1. ___ understands that the above stated code is the result of work sponsored by an agency of the United States Government and recognizes that neither the United States Government nor any agency thereof, nor any of their employees makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any use, or the results of such use, or of any information, product, or process included in or calculated by this code, or represents that the use would not infringe privately-owned rights.
2. ___ shall not release this code to any third party without obtaining prior written permission from the NRC, and the third party must also obtain in advance written permission from the NRC. Third party includes any office or affiliate of the ___ that is located in a country different from the mailing address of the signing official for this Non-Disclosure Agreement.
3. ___ shall notify the NRC of any reactor safety problem which may be uncovered through the use of this code.
4. ___ shall communicate any code errors to code developers and the NRC.
5. ___ shall provide the NRC with any nonproprietary improvements or modifications made to this code.
6. ___ shall provide the NRC with a nonproprietary summary of any proprietary modifications made to this code, including a summary of the impact on representative code calculations.
7. ___ shall identify a modified version of the NRC code with a somewhat different name (e.g., SAPHIRE is a ___ modified version of the NRC's SAPHIRE code), in any report or presentation that mentions calculations made with the modified version of the NRC code.
8. ___ is solely responsible for obtaining any assistance needed to implement or use this code.
9. Is ___ a foreign entity (defined as an entity where 75 percent or more of the voting interest is owned by non-U.S. citizens)? If not, skip the following No. 10 and go to No. 11.

Yes ___; No ___

10. If ___ is a foreign entity, it shall not use this code for commercial purposes to develop a new reactor design. It shall not use this code to perform analyses for nuclear power plants and commercial applications in the U.S. unless performed by its U.S. subsidiary.
11. Employees shall not remove a copy of the software from the workplace, and the software is not for the personal use of the employee.
12. In no event shall the NRC and its contractors and _____ and its contractors be liable for consequential, indirect, incidental, or special damages.

My signature below indicates _____'s acceptance of these conditions.

Signature Date

Citizenship (for non-U.S. citizen, also list here if you are a U.S. permanent resident)

Printed Name Title (Position)

E-mail Address Phone Number

Mailing Address

Website Address of the Company (if available)

Please enter the following information for the expected users of the NRC code and add more names as necessary. Note that all code users listed in this Non-Disclosure Agreement shall work in the same country as the above signing official.

Point of Contact/Name of Code User 1:

Signature:

Citizenship (also list here if you are a U.S. permanent resident):

Phone Number:

E-mail Address:

Planned Use of the NRC Code:

Mailing Address (if different from the address above):

Name of Code User 2:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 3:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 4:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 5:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Addendum for Future Additions to the Code Users List

Name of Code User 1:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 2:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 3:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Name of Code User 4:

Signature:

Citizenship:

Phone Number:

E-mail Address:

Addendum for Future Subtractions to the Code Users List

The following users no longer require access to the code and their access rights are hereby revoked effective the date shown:

Name	Date
1.	
2.	
3.	
4.	
5.	
6.	