STANDARD FORM 26, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41CFR) 1-16.101

AWARD/CONTRACT

PAGE 1 OF

1. CONTRACT (Proc. Inst. Ident.) NO.	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST/PROJECT NO.	4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:
NRC 11-79-403	11/28/79	ACR 79-403	

5. ISSUED BY CODE
U.S. Nuclear Regulatory Commission
Division of Contracts
Washington DC 20555

6. ADMINISTERED BY (If other than block 5) CODE

7. DELIVERY
☐ FOB DESTINATION
☐ OTHER (See below)

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code) CODE FACILITY CODE

Dr. Theodore Y. Wu
California Institute of Technology
1201 E. California Blvd.
Pasadena, CA 91125

9. DISCOUNT FOR PROMPT PAYMENT
n/a

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR CODE
U.S. Nuclear Regulatory Commission
Advisory Committee on Reactor Safeguards
Washington DC 20555
Attn: Dr. Andrew Bates

12. PAYMENT WILL BE MADE BY CODE
U.S. Nuclear Regulatory Commission
Office of the Controller
Washington DC 20555

13. THIS PROCUREMENT WAS ☐ ADVERTISED, ☒ NEGOTIATED, PURSUANT TO:
☐ 10 U.S.C. 2304 (a)( )
☒ 41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA
31X0200.709 70-19-03 B1557 $1,360.00 (Not to exceed)

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Attend ACRS Fluid Dynamics Subcommittee Meeting in San Francisco, CA on Nov. 28-30 and prepare a written report on Mark II Containment Generic Acceptance Criteria				

21. Not to Exceed TOTAL AMOUNT OF CONTRACT $ $1360.00

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR
BY Theodore Y. Wu
(Signature of person authorized to sign)

27. UNITED STATES OF AMERICA
BY Dora J. Hargett
(Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print)	25. DATE SIGNED	28. NAME OF CONTRACTING OFFICER (Type or print)	29. DATE SIGNED
Theodore Y. Wu	Jan 10, 1979	Dora J. Hargett	1/22/79

26-106

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U.S. GOVERNMENT PRINTING OFFICE: 1976-200-964

ARTICLE I - STATEMENT OF WORK

THE ACRS Fluid Dynamics Subcommittee chaired by Dr. Milton Plesset has the specific assignment to review BWR containment programs; reactor pressure vessel asmmetric loads; containment subcompartment pressures and dynamic loads during LOCA blowdown, relief valve operation, water hammer and other related tasks.

The contractor shall attend a meeting in San Francisco, California on November 28-30, 1978 where the Mark II Containment Generic Acceptance Criteria will be reviewed. The Acceptance Criteria are based upon analytical and experimental programs that have identified various hydrodynamic structural loads which the Mark II Containment must be designed to withstand. Dr. Wu shall provide the Subcomittee with expert advise during the review of the various dynamic loads and the NRC Acceptance Criteria and prepare a written report on this criteria.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance under this contract will commence on November 28, 1978 and all effort shall be completed by December 4, 1978.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, NRC shall pay the Contractor the fixed rate of $182.00 per man-day estimated to be five (5) man days. Travel shall be reimbursed in accordance with the attached copy of the NRC Travel Manual, Part IV, Travel Allowances.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is $1,360.00.

ARTICLE V - PAYMENT

Payment shall be made in accordance with Clause 2 of the General Provisions entitled "Payments" as soon as practicable after completion and acceptance of all of the work, upon submission by the Contractor of voucher(s) in a form satisfactory to the Contracting Officer; provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

ARTICLE VI - SPECIAL PROVISIONS

VI.1 - Inspection and Acceptance
Acceptance of the services and reports to be delivered hereein will be made by the COAR.

VI.2 CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR)

Performance of the work hereunder shall be subject to the technical instructions issued by the U.S. Nuclear Regulatory Commission. The technical instructions shall be signed by the COAR.

The COAR is responsible for:

(1) monitoring the Contractor's technical progress, including the surveillance and assessment or performance and recommending to the Contracting Officer changes in requirement;

(2) interpreting the statement of work;

(3) performing technical evaluation as required;

(4) performing technical inspections and acceptances required by this contract;

(5) assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the COAR is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the COAR to the Contractor to be valid, it must:

(1) be consistent with the description of work set forth in this contract;

(2) not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;

(3) not constitute a basis for an extension to the period of performance or contract delivery schedule;

(4) not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the COAR which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the COAR. If the COAR and the Contractor are not able to resolve the questions within five days, the Contractor shall notify the Contracting Officer.

VI.3 - Dissemination of Contract Information

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research & Development Contracts under $10,000, dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC additions, attached hereto and made a part hereof.

Clause 14 entitled "Patent Rights" is deleted in its entirety.