

NEGOTIATED PURSUANT TO 41 USC 252 (c)(10)
TYPE OF CONTRACT Cost Reimbursement

ISSUING OFFICE
U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555

(Place X in appropriate block)
1) Price Order
2) Unpriced Order (Task # 0008)

CONTRACTOR (Name and Address)
Stanford Research Institute
333 Ravenswood Avenue
Menlo Park, CA 94025

ACCOUNTING AND APPROPRIATION DATA
B&R 50-19-01-02 FIN B-6124-0

PLACE OF PERFORMANCE
Same as Above

1) Monetary Limitation 10,000.00
2) Contract Amount

MAIL VOUCHERS TO
U.S. Nuclear Regulatory Commission
Office of the Controller
Washington, DC

SPONSOR
EFFECTIVE DATE February 19, 1980
EXPIRATION DATE

The contract is issued pursuant to the terms and conditions of Basic Ordering Agreement Contract No. NRC-02-78-071

The Contractor agrees to furnish and deliver all the supplies and perform all the services set forth in this contract, for the consideration stated herein. The entire contract between the parties, governing their respective rights and obligations hereunder consists of : (a) This contract, including this cover page and any additional provisions attached hereto, and (b) Basic Ordering Agreement Contract No. and Amendment No. 1 thereto.

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| UNITED STATES OF AMERICA | |
| NAME OF CONTRACTOR BY SIGNATURE OF AUTHORIZED INDIVIDUAL TYPED NAME TITLE | BY <i>D. J. Dougherty</i> SIGNATURE OF CONTRACTING OFFICER D. J. Dougherty, Chief Technical Assistance Contracts Branch Division of Contracts <i>2/19/80</i> DATE |

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THIS CONTRACT CONSISTS OF:

1. Cover Page
2. Contents of Contract
3. Schedule

| | |
|--------------|---|
| ARTICLE I | Description of Work |
| ARTICLE II | Consideration |
| ARTICLE III | Period of Performance |
| ARTICLE IV | Responsibilities of the Project Officer |
| ARTICLE V | Key Personnel |
| ARTICLE VI | Definitization |
| ARTICLE VII | Technical Direction |
| ARTICLE VIII | Order of Precedence |

4. General Provisions

The General Provisions of this contract consist of Appendix A, General Provisions, Fixed Price Technical Assistance Contract, dated February 15, 1978 (attached hereto)

5. Billing Instructions for NRC Fixed Price Contracts

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SCHEDULE

ARTICLE I
DESCRIPTION OF WORKTechnical Presentation and Consultation
in Connection with SAGSTRAM and PATRAMA. SAGSTRAM

The IAEA will convene a second meeting of the Standing Advisory Group on the Safe Transport of Radioactive Materials (SAGSTRAM). The meeting will be held March 31 - April 4, 1980, in Paris, France. The group will discuss and review the IAEA transport safety regulations, including the need to adopt a crush test for shipping containers and the adequacy of the requirements for Low Specific Activity (LSA) packages. Representatives from NRC, DOT, and DOE will attend this meeting.

The contractor will provide a staff member to attend this SAGSTRAM meeting. The staff member shall have detailed technical knowledge of the Crush Load Study and the Low Specific Activity Study currently being conducted by the contractor for the NRC. The staff member provided by the contractor shall provide expert technical consultation and advice to the representatives from NRC and DOT and shall participate in the technical discussions of the Group.

B. PATRAM

The 6th International Symposium on Packaging and Transportation of Radioactive Materials will be held November 10 - 14, 1980, in Berlin (West), Federal Republic of Germany. Since 1965, five of these symposia have been held in United States under the sponsorship of DOE (and AEC). The symposia are widely attended by an international audience representing all aspects of radioactive material transportation - designers, manufacturers, carriers, researchers, government officials, etc. The Symposium provides an excellent opportunity for dissemination and exchange of information within the technical community involved in the transport of radioactive materials.

The contractor will provide a staff member to attend the symposium. The staff member shall have detailed technical knowledge of the Crush Load Study, the Low Specific Activity Study, the accident studies, and the other work conducted by the contractor for the NRC. The contractor's staff member shall prepare one or more technical papers concerning the work done for the NRC for presentation at the Symposium.

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SCHEDULE

ARTICLE II
CONSIDERATION

- A. This is an unpriced order. The monetary limitation established for this order is \$10,000.00.
- B. In accordance with Provision III (E)(1) of the Basic Ordering Agreement, the Contractor is hereby authorized to commence work on the contract subject to the limitations contained in the BOA.

ARTICLE III
PERIOD OF PERFORMANCE

Performance under this contract shall commence on the effective date and continue through November 14, 1980, at which time all work shall have been completed.

ARTICLE IV
RESPONSIBILITIES OF THE PROJECT OFFICER

The Project Officer is responsible for: (1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the preview of this authority, the representative 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 Project Officer 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 to 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 Project Officer which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the Project Officer. If the two are not able to resolve the question within 5 days, the Contractor shall notify the Contracting Officer.

Ross Chappell, is designated as the NRC Project Officer for this contract.

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ARTICLE V
KEY PERSONNEL

Pursuant to Clause entitled Key Personnel, the following individual(s) are considered to be essential to the work being performed hereunder:

RESERVED

ARTICLE VI
DEFINITIZATION

- A. A Firm Fixed Price contract is contemplated. To accomplish this result, the Contractor agrees to enter into negotiation promptly with the Contracting Officer over the terms of a definitive contract, which will include all clauses required by the Federal Procurement Regulations on the date of execution of the definitive contract and such other clauses, terms, and conditions as may be mutually agreeable.
- B. The schedule for definitization of this unpriced order is set forth below:
- Receipt of Proposal - 21 days after receipt of unpriced order or sooner.
- Negotiation - 14 days after receipt of proposal or sooner.
- Target Date for Definization - 45 days after date of unpriced order or sooner.
- C. If agreement on a definitive contract to supersede this unpriced order is not reached by the target date set forth in B above or any extension thereof by the Contracting Officer, the Contracting Officer may with the approval of the Head of the Procuring Activity, determine a reasonable price in accordance with FPR Section II, Part 8, and Section XV, subject to appeal by the Contractor as provided in the "Disputes" clause of this contract, subject only to the "Limitation of Government Liability" clause.

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ARTICLE VII
TECHNICAL DIRECTION

- A. The NRC Project Officer named in this contract is responsible for guiding the technical aspects of the project and for general surveillance of the work performed. The Project Officer is not authorized to make any commitments of any changes which constitute work not within the general scope of this contract, or constitute a basis for any increase in contract price or extension of the contract Period of Performance.
- B. Technical direction must be within the general scope of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the clause of the General Provisions, entitled "Changes."
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes to any of the expressed terms, conditions or specifications of the contract.
- C. ALL TECHNICAL DIRECTIONS SHALL BE ISSUED IN WRITING BY THE PROJECT OFFICER OR SHALL BE CONFIRMED BY HIM/HER IN WRITING WITHIN TEN (10) WORKING DAYS AFTER VERBAL ISSUANCE. A copy of said written direction shall be provided to the Contracting Officer.
- D. In the event the Project Officer desires a change to the contract within one or more of the categories as defined in (1) through (4) of paragraph B above, he/she must direct such request to the Contracting Officer. The Contracting Officer will handle the request in accordance with applicable laws and regulations.
- E. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending its own funds for unallowable costs under the contract.

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ORDER OF PRECEDENCE

In the event of an inconsistency between the terms and conditions of this contract, the inconsistency shall be resolved by giving precedence in the following order:

1. The Schedule
2. The General Provisions
3. Other Terms and Conditions of the Contract, Whether Incorporated by Reference or Otherwise

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