

**AWARD/CONTRACT**

1. CONTRACT (Proc. Inst. Ident.) NO. <b>NRC-04-80-173</b>		2. EFFECTIVE DATE <b>4/1/80</b>		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>RES-80-178 dtd. 9/18/79</b>		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:	
5. ISSUED BY <b>U. S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555</b>				6. ADMINISTERED BY <i>(If other than block 5)</i>		7. DELIVERY FOR DESTINATION <input checked="" type="checkbox"/> NATION <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, State, and ZIP code)</i> <b>Science Applications, Inc. 1200 Prospect Street P. O. Box 2351 La Jolla, CA 92037</b>		9. DISCOUNT FOR PROMPT PAYMENT	
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12			

11. SHIP TO/MARK FOR <b>U. S. Nuclear Regulatory Commission ATTN: M. Cullingford Office of Nuclear Regulatory Research Washington, D.C. 20555</b>		12. PAYMENT WILL BE MADE BY <b>U. S. Nuclear Regulatory Commission ATTN: Office of the Controller Washington, D.C. 20555</b>	
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13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a) (10)  41 U.S.C. 252 (c) ( )

14. ACCOUNTING AND APPROPRIATION DATA  
Fin. No. **B6694** B&R No. **60-19-40-01** Estimated Ceiling Amount **\$210,000.00**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	RESEARCH ASSISTANCE PROJECT: "FUEL CYCLE PROJECT REVIEW"				

21. **\$ 210,000.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>4</u> 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. <i>(Attachments are listed herein.)</i>	26. <input type="checkbox"/> 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.
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23. NAME OF CONTRACTOR BY <i>Roger L. Markl</i> <i>(Signature of person authorized to sign)</i>	27. UNITED STATES OF AMERICA BY <i>Kellogg V. Morton</i> <i>(Signature of Contracting Officer)</i>
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24. NAME AND TITLE OF SIGNER (Type or print) <b>Roger L. Markl, Contracts Manager</b>	25. DATE SIGNED <b>4/28/80</b>	28. NAME OF CONTRACTING OFFICER (Type or print) <b>Kellogg V. Morton</b>	29. DATE SIGNED <b>5-19-80</b>
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Under ARTICLE IV, COMPENSATION FOR SERVICES, insert the following:

<u>Classification</u>	<u>Level</u>	<u>Hourly Rates Per Employee</u>		
		<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Admin. Assist.	60	13.39	14.96	16.64
T. Typist	61	17.36	19.40	21.59
Admin. Coord.	70	16.94	18.94	21.09
T. Assist.	110	16.84	18.82	20.96
Eng./Scientist	120	20.56	23.00	25.59
Eng./Scientist	200	24.23	27.09	30.16
Eng./Scientist	220	28.28	31.62	35.18
Eng./Scientist	311	31.44	35.16	39.14
Eng./Scientist	312	36.77	41.11	45.76
Eng./Scientist	321	37.78	42.25	47.02
Eng./Scientist	322	43.44	48.56	47.98
Eng./Scientist	411	45.02	50.33	56.04
Eng./Scientist	412	51.83	57.94	64.51
Eng./Scientist	421	53.82	60.18	67.01
Eng./Scientist	422	62.21	69.55	77.44
Eng./Scientist	431	63.06	70.50	78.48
Eng./Scientist	432	73.63	82.31	91.65
Eng./Scientist	512	89.12	99.63	110.93

Under ARTICLE IV, COMPENSATION FOR SERVICES, Paragraph B is changed to read as follows:

For periods of travel as directed by the Contracting Officer or his authorized representative, the contractor shall be paid the actual transportation costs and per diem allowance in accordance with the Federal Regulations in effect at the time of issuance of each task order. The G & A rate in effect at the time of issuance of the task order shall be allowable.

Under ARTICLE VII, OBLIGATIONS, paragraph (a), insert the following:

"\$210,000.00"

Under ARTICLE IX, KEY PERSONNEL, insert the following:

Charles A. Stevens  
Ralph R. Fullwood  
Bohram Amirijafari  
Gale K. Billings  
Robert C. Erdman  
Dean C. Kaul  
David H. Lester  
Larry D. Rickertsen  
Dermot Ron-Brown

Under ARTICLE X, CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR) (PROJECT OFFICER), insert the following:

Dr. Michael Cullingford

PART III

SECTION E

CONTRACT SCHEDULE

SCOPE OF WORK, TERMS AND CONDITIONS

ARTICLE I - STATEMENT OF WORK

A. Background

The Lewis Committee in its recent Risk Assessment Review Group Report (NUREG/CR-0400) recommended that peer review be an integral part of any large study which draws conclusions based upon probabilistic assessments since "peer review" is the best method of assuring the technical credibility of such a complex undertaking."

The Fuel Cycle Section of the Probabilistic Analysis Staff (PAS) wishes to obtain an independent multidisciplinary review and technical critique of the products from the project "Risk Assessment Methodology Development for Waste Isolation in Geologic Media," an on-going study by Sandia Laboratories. This project has four phases:

Phase A

- Reference Repository System Definition
- Simulation Model Development

Phase B

- Transport Model Sensitivity Analysis
- Pathways Model User Manual
- Data Deficiency Identification
- Data Deficiency Importance Ranking
- Additional Research Needs Identification
- Risk Estimates With Uncertainties for Reference Site
- Project Report on Bedded Salt

Phase C

- Extension of Methodology to Other Emplacement Media

Phase D

- Model improvement
- Site specific licensing tools

Three reports from the first phase of this project have resulted:

1. NUREG/CR-0458 (SAND78-0029), entitled "Risk Methodology for Geologic Disposal of Radioactive Waste: Interim Report," by J. E. Campbell, et.al., October 1978.
2. NUREG/CR-0394 (SAND-78-0912), entitled "Risk Methodology for Geologic Disposal of Radioactive Waste: Sensitivity Analysis Techniques," by R. L. Iman, J. C. Helton, and J. E. Campbell, October 1978.
3. NUREG/CR-0424 (SAND78-1267), entitled "Risk Methodology for Geologic Disposal of Radioactive Waste: The Sandia Waste Isolation Flow and Transport (SWIFT) Model," by R. T. Dillon, R. B. Lantz, and S. B. Pahwa, October 1978 and associated computer code and user's manual describing SWIFT.

It is anticipated that up to twelve (12) additional reports will be published over the next three years.

It is estimated that the last report in the series will be similar in size and complexity to the now existing first report and that the fourth through the fourteenth reports will be similar in size and complexity to the now published second and third reports.

The first task order issued under the contract shall require the review of the initial three reports and their supporting documents. Thereafter, task orders shall be issued as products from the Sandia Study are published.

B. Activities Required for Each Task

The contractor shall provide personnel, materials, facilities, and services including clerical support personnel to perform each task in this work statement. The contractor shall conduct a coordinated multidisciplinary review of the aforementioned Sandia products. Using only the data in each of the reports and supporting documents, the contractor shall address and propose recommendations in the areas below. These questions shall be approached from two (2) perspectives: (1) as they apply to any specific Sandia product, and (2) as they apply to how any specific Sandia product supports the overall Sandia Risk Methodology for Waste Isolation project upon its completion. NOTE: NOT ALL OF THESE QUESTIONS WILL BE APPLICABLE TO ALL STAGES OF THE PROJECT. ALL APPLICABLE QUESTIONS SHOULD BE ADDRESSED AT EACH STAGE.

1. Are the models realistic?
  - a. Are the assumptions valid?
  - b. What would be the impact on the analysis results of any incorrect assumptions?
  - c. How should any identified weaknesses in the models be improved?
2. Is the methodology valid?
3. Are the data valid?
  - a. What uncertainty in the data would render the model results unrealistic?

- b. Was each datum uncertainty and its contribution to the uncertainty in the results assessed appropriately?
4. Is the time period examined or used in calculations appropriate?
5. Do the event sequences chosen for calculation cover a reasonably complete range?
  - a. Is Sandia's treatment of completeness adequate?
  - b. Were any important potential risk contributors omitted? If so, identify.
  - c. Were the quantitative or qualitative criteria for choice of sequences valid?
6. Was an effort made to identify (i.e., rank according to importance to risk) key parameters, processes and events?
  - a. If so, was the effort adequate?
  - b. Evaluate the methods used to achieve the ranking.
7. Were the uncertainties in the results considered?
  - a. Were these uncertainties propagated and quantified?
  - b. Were acceptable numerical methods used?
  - c. Were the contributing uncertainties correctly assessed?
8. Which of the models and which parts of the methodology could be used to resolve discrete questions (e.g., for a licensing review) or would they only be useful as supporting information to discrete questions?
  - a. What types of questions could be resolved by use of a given model or the methodology?
9. Conclusions
10. Recommendations

Note: Any recommendation shall be accompanied by an estimate of the contribution to error in the results and a specific suggestion for improving the analysis.

For each task, the review shall include all of the following disciplines.

Earth Sciences:

- hydrogeology with particular emphasis on mathematical modeling of regional flow systems and on the determination of hydrogeologic parameters.

- structural geology with particular emphasis on the dynamic interpretation of structural geologic features.
- rock mechanics with particular emphasis on the mechanical properties of rock, constitutive relationships, and math modeling of rock deformations.
- experimental petrology with particular emphasis on the stability of mineral phases in low temperature metamorphic environments.
- aqueous geochemistry with particular emphasis on evaluation of system parameters that influence solubility, exchange and transport.
- geophysics with particular emphasis on measurements of physical parameters and their correlation with material and environmental characteristics.

#### Applied Mathematics:

- applied statistics with particular emphasis on sampling techniques, multi-variate analysis, and sensitivity analysis.
- systems analysis with particular emphasis on solutions of systems equations and numerical (computer) solution techniques, especially those representing physical systems.
- probability analysis with particular emphasis on analysis of systems reliability and the assessment of probabilities.

#### Applied Chemistry and Physics:

- with particular emphasis on transport processes, hydraulics and nuclear processes.

#### Environmental Biology:

- with particular emphasis on the mathematics of biology, biostatistics and radionuclide transport through the environment to humans.

A management coordinator and a technical coordinator shall provide focus to the following aspects of the contracted work.

The technical coordinator shall assume final responsibility for the technical content of the final report.

The management coordinator shall assume final responsibility for the technical editing of the final report.

Both the technical coordinator and the management coordinator shall conduct a briefing at the NRC Headquarters at the conclusion of the review.

C. Meetings Between the Contractor and NRC

Contact between the contractor and the COAR (Contracting Officer's Authorized Representative) shall be maintained through the reporting requirements detailed "E." below, by weekly letter reports. The Contractor shall notify the COAR of all meetings to include time, date, and place.

A post-award orientation shall be conducted at NRC and shall be attended by all Key Personnel.

At the conclusion of the review, the technical coordinator and the management coordinator shall conduct a briefing at the NRC Headquarters.

D. NRC Furnished Material

Upon award, the contractor shall be furnished with copies of NUREG/CR-0458, NUREG/CR-0394, and NUREG/CR-0424 (and associated computer code and user's manual describing SWIFT) with Task Order No. 1. Additional published Sandia products and supporting documents shall be furnished with the Task Orders as issued.

E. Report Requirements

To assure that formal NRC contractor documents will carry the registered NRC designation "NUREG" as the prime identification, the technical reports listed below are to be documented, produced and disseminated in accordance with NRC Manual Chapter 3202 which is part of this contract.

Reporting requirements including content and due date will be provided with each individual task order. However, each task report shall document the work accomplished including:

1. answers to questions posed in this work statement
2. conclusions and recommendations of this review.

In general, a final report providing the evaluation results, personnel time expenditures and costs generated will be required at the conclusion of this project. A monthly interim report outlining current work status shall be required in addition to the final report.

ARTICLE II - TASK ORDERS

- A. Upon receipt of any task order for services issued hereunder by the Contracting Officer, the contractor pursuant to such task order shall furnish the necessary services of the type and at the prices as herein-after provided in order to commence work as soon as possible (within ten days) after receipt of the order.

Task orders may be issued at the sole option of the NRC, and it is understood that the NRC undertakes no obligation hereby to issue task orders hereunder. The provisions of this arrangement shall govern all task orders issued hereunder.

- B. Each task order for services shall be issued by the Contracting Officer or his authorized representative and shall be in writing, dated, sequentially numbered and shall include the following as applicable:
- 1) Scope of Work
  - 2) Objectives of the Task
  - 3) Statement of Work
  - 4) Reporting Requirements and Other Deliverables
  - 5) Desired Completion Date
  - 6) Special Instructions or Requirements, (if any)
  - 7) Place of Performance
  - 8) Maximum Cost Limitation
- C. A copy of each task order shall be made a part of the contract file.
- D. NRC shall provide the contractor with drawings, specifications, management plans, experimental requirements, cost estimates, schedules and other information required to perform an independent evaluation of the project for each task order issued hereunder if applicable.

This material is provided for such information and assistance as it may provide the contractor with respect to the general scope of work to be performed. Only the matter which is referred to above will be furnished by the Government.

#### ARTICLE III - PERIOD OF PERFORMANCE

The period of performance shall commence with the effective date of award and shall continue for a period of three (3) years thereafter, subject to the availability of funds as further set forth under ARTICLE VII. All task orders issued during this period shall be completed at the same rates set forth under ARTICLE IV - COMPENSATION FOR SERVICES.

#### ARTICLE IV - COMPENSATION FOR SERVICES

- A. Except as provided in paragraphs B and C below, in full and complete payment for services rendered to the Commission on any task order placed under this contract, including profit and all items or kinds of expenses related directly or indirectly to performance of such task order, the contractor shall be compensated for its services hereunder upon the basis of hourly charges for stated classifications of its personnel for time actually spent by each such employee or consultant in performance of the consulting work under the contract according to the following schedule:



Classification

Hourly Rates Per Employee  
1st Year                      2nd Year                      3rd Year

It is understood that no charges in excess of the above compensation rates and amounts for transportation and per diem shall be made to the Commission as the result of overtime, premium or other increased wage payments made by the contractor personnel engaged in the work.

- B. For periods of travel as directed by the Contracting Officer or his authorized representative, the contractor shall be paid the actual transportation costs and per diem allowance in accordance with the ~~Federal Regulations in effect~~ at the time of issuance of the contract.

Incidental expenses, i.e., printing, telephone charges, etc., not reflected in the overhead rate or otherwise in the hourly rate above, and incurred in the performance of the work hereunder, will be reimbursed at actual cost.

ARTICLE V - PAYMENTS

Payment shall be made in accordance with Clause 7 of the General Provisions entitled, "Payments" and as follows upon the submission of properly certified invoices or vouchers approved by the Contracting Officer:

A. Time Rate

- (1) The amounts computed by applying the appropriate time rate or rates set forth herein to the number of direct labor hours of work performed, which rates shall include wages, overhead, general and administrative expense and profit. Fractional parts of an hour shall be payable on a prorated basis.
- (2) Invoices shall be prepared in sufficient detail to show the number of hours of work performed on each task order according to the various classifications of employees set forth in Article IV, paragraph 1.

- B. Payments by the Commission based on the foregoing provisions of this contract will be made as promptly as is reasonably practicable after submission to the Contracting Officer of vouchers and such other supporting documents or evidence as the Contracting Officer may require. Said payments shall be tentative and subject to subsequent audit and adjustment to assure that payment is properly effected in accordance with the provisions of this contract and the cost principles in FPR 1-15. The contractor shall substantiate vouchers by evidence of actual payment or such other substantiation approved by the Contracting Officer. At any time or time prior

to final payment under this contract the Contracting Officer may cause to be made audit of the invoices or vouchers and substantiating material as shall be deemed necessary. Each payment therefore made shall be subject to reduction to the extent of amounts which are found by the Contracting Officer not to have been properly payable, and shall also be subject to reduction for overpayments, or to increase for underpayments, on preceding invoices or vouchers.

The contractor shall be paid in accordance with the amounts computed by applying the appropriate time rate or rates set forth in ARTICLE IV, COMPENSATION FOR SERVICES, to the number of direct labor hours of work performed, which rates shall include wages, overhead, general and administrative expenses and profit. Fractional parts of an hour shall be payable on a prorated basis. Payments will normally be made monthly, but may be varied by the Contracting Officer if conditions so warrant.

Invoices shall be prepared in sufficient detail to show the number of hours of work performed on each task order according to the various classifications of employees set forth in Article IV, paragraph 1.

- C. Financial Settlement. Prior to final payment under this contract, the contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver:
- (a) An assignment to the Government in form and substance satisfactory to the Contracting Officer of refunds, rebates, credits, or other amounts (including any interest thereon) properly allocable to costs for which the contractor has been reimbursed by the Government under this contract; and
  - (b) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, subject to the following exceptions:
    - (1) Specified claims in stated amounts or in estimated amounts, where the amounts are not susceptible of exact statement by the contractor;
    - (2) Claims, together with reasonable expenses incidental hereto, based upon liabilities of the contractor to third parties arising out of performance of this contract: Provided, That such claims are not known to the contractor on the date of the execution of the release: And provided further, That the contractor gives notice of such claims in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the contractor that the Government is prepared to make final payment, whichever is earlier; and

- (3) Claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents.

The contractor agrees that any refunds, rebates or credits (including interest thereon) accruing to or received by the contractor, which arise under this contract and for which the contractor has received reimbursement, shall be paid by the contractor to the Commission. The contractor shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Commission of any such refunds, rebates or credits (including any interest thereon) in form and substance satisfactory to the Commission.

- (4) Cost Information. The contractor shall maintain current cost information adequate to reflect the cost of performing work under this contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.
- (5) Records. The contractor shall keep and maintain records and books of account which show accurately, and in an adequate manner, the basis for receiving compensation under this contract. The contractor shall preserve said records and books of account for a period of three (3) years after the date of final payment under this contract. The Commission shall at all reasonable times, prior to and after the date of final payment under this contract, have the right to examine and make copies of such records and books.

#### ARTICLE VI - TASK ORDER CEILINGS

Costs ceilings will be placed in each task order for performance of work under this contract. Such ceilings may be increased by the Contracting Officer or his authorized representative in their discretion from time to time by notice to the contractor in writing. The contractor shall promptly notify the Contracting Officer in writing whenever it believes that the then pertinent ceiling for any task order is insufficient. When, and if the amount(s) paid and payable to the contractor under such pertinent task order shall equal the then pertinent ceiling, the contractor shall not be expected to perform further unless the Contracting Officer increases such ceiling in an amount sufficient to cover additional work thereunder. The Government shall not be obliged to pay the contractor any amount in excess of such ceiling. If and to the extent that such ceiling has been increased, any cost incurred by the contractor in performance in excess of the ceiling prior to its increase shall be allowable to the same extent as if such costs had been incurred after such increase in the ceiling.

ARTICLE VII-OBLIGATIONS

- (a) The amount presently obligated hereunder is \$(to be incorporated into any resulting contract) which is estimated to cover a period of performance for one year. The remaining two years period of performance will be subject to the availability of funds and it is contemplated that from time to time additional funds will be allotted to this contract.
- (b) Limitation of Obligation. Payments by the Government under this contract on account of allowable costs shall not in the aggregate exceed the amount obligated hereunder.
- (c) Notices - Contractor Excused Pending Increase When Obligation is Reached. When the contractor has reason to believe that the total cost of the work under this contract will be greater or substantially less than the amount obligated with respect to this contract, the contractor shall promptly notify the Contracting Officer in writing when the aggregate of expenditures plus outstanding commitments and liabilities allowable under this contract is equal to ninety percent (90%) (or such other percentage as the Contracting Officer may from time to time establish by notice to the contractor) of the amount then obligated with respect to this contract. When such expenditures and outstanding commitments and liabilities equal one hundred percent (100%) of such amount, the contractor shall immediately notify the Contracting Officer and shall make no further commitments or expenditures (except to meet existing commitments and liabilities) and shall be excused from further performance of the work unless and until the Contracting Officer thereafter shall increase the amount obligated with respect to this contract.
- (d) Government's Right to Terminate Not Affected. The giving of any notice by either party under this article shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of this article entitled, "Termination for Default or for Convenience of the Government".

ARTICLE VIII- PRIVATE USE AND PROTECTION OF UNCLASSIFIED GOVERNMENT INFORMATION

- A. Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by the Commission to the contractor in the performance of this contract, or information developed by the contractor in the course of the work hereunder, shall be used only in connection with the work performed under this contract. The contractor shall, upon completion or termination of this contract, transmit to the Commission all records or other information, documents and material, and any copies thereof, furnished by the Commission to the contractor or developed by the contractor in the performance of this contract.

- B. The contractor shall be responsible for safeguarding from unauthorized disclosure any information or other documents and material exempt from public disclosure by the Commission's regulations and made available to the contractor in connection with the performance of work under this contract. The contractor agrees to conform to all regulations, requirements, and directions of the Commission with respect to such material.
- C. The contractor's duties under this clause shall not be construed to limit or affect in any way the contractor's obligation to conform to all security regulations and requirements of the Commission pertaining to classified information and material.

ARTICLE IX - KEY PERSONNEL

Pursuant to Clause No. 40 -- Key Personnel, the following individuals are considered to be essential to the successful performance of the work hereunder and shall not be replaced without the prior approval of the Contracting Officer. In such event, the contractor agrees to substitute persons possessing substantially equal abilities and qualifications satisfactory to the Contracting Officer.

(Name of Key Personnel to be incorporated into resultant contract)

ARTICLE X - CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR) (PROJECT OFFICER)

The following authorized representative will represent the Government for the purpose of this contract:

(Name of COAR to be incorporated into resultant contract)

The authorized representative 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 the performance. Within the purview 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 amount cited in the contract.

For guidance from the authorized representative 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; and (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 question within five (5) days, the Contractor shall notify the Contracting Officer.

ARTICLE XI - GENERAL PROVISIONS/ALTERATIONS

- A. This contract is subject to the provisions of Appendix A, General Provisions, Cost Reimbursement Research and Development, dated February 15, 1978, which is attached hereto and by this reference made a part hereof.
- B. In addition to those general provisions set forth in Appendix A hereto which are by their terms self-deleting, the following deletions and/or modifications to Appendix A are as follows:
  1. Clause 23 entitled, "Nuclear Hazards Indemnity - Product Liability" is deleted in its entirety.
  2. Clause 53 entitled, "Private Use of Information and Data" is deleted in its entirety.

END OF PART III