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CONTRACT BETWEEN GEORGIA TECH RESEARCH INSTITUTE AND THE U. S. NUCLEAR REGULATORY COMMISSION

THIS AGREEMENT, effective the 1st day of July, 1981, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the NUCLEAR REGULATORY COMMISSION (hereinafter referred to as the "Commission"), and THE GEORGIA TECH RESEARCH INSTITUTE existing under the laws of the State of Georgia with its principal office in Atlanta, Georgia (hereinafter referred to as the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Commission desires to have the Contractor perform certain research work, as hereinafter provided; and

WHEREAS, this agreement is authorized by law, including the Energy Reorganization Act of 1974, as amended, and the Atomic Energy Act of 1954, as amended.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - THE RESEARCH TO BE PERFORMED

- (a) The Contractor shall, to the best of its ability, furnish personnel, facilities, equipment, materials, supplies, and services, except such as are furnished by the Government, necessary for the performance of the research provided for in Appendix A hereto, and shall perform the research and report thereon pursuant to the provisions of this contract. It is understood that Appendix A, a guide to the performance of this contract, may be deviated from by the Contractor subject to the specific requirements of this contract.
- (b) This work shall be conducted under the direction of Dr. Bernd Kahn or such other member of the Contractor's staff as may be mutually satisfactory to the parties.

ARTICLE II - THE PERIOD OF PERFORMANCE

The period of performance under this contract shall commence on July 1, 1981 and expire on June 30, 1982. Performance may be extended for additional periods by the mutual written agreement of the parties.

ARTICLE III - CONSIDERATION

(a) In full consideration of the Contractor's performance hereunder, the Commission shall furnish the equipment, supplies, materials, and services, if any, listed in Article A-II(b) and pay the Contractor the sum of 554,559.00, hereinefter called the "Support Ceiling" which sum shall be subject to adjustment as hereinatter provided.

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- (b) Payments to the Contractor shall equal the "Cumulative Support Cost" of the performance of this contract, as the term "Cumulative Support Cost" is defined in Article B-XXVIII, provided, however, and notwithstanding any other provisions of this contract, that the Government's monetary liability under this contract shall not exceed the Support Ceiling specified in (a) above. The Commission shall not pay more than the Support Ceiling or an amount equal to the Cumulative Support Cost, whichever is less. The Contractor shall be obligated to perform under this contract throughout the agreed-upon period of performance, and to bear all costs which the Commission has not agreed to pay, provided, however, that the Contractor shall have the right to cease to perform the research provided for in this contract, upon written notice to the Commission to that effect, at any time when or after the Cumulative Support Cost equals or exceeds the Support Ceiling.
- (c) The Support Ceiling specified in (a) above may be increased unilaterally by the Commission by written notice to the Contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification to this contract). In the event the stated period of contract performance is extended, the Support Ceiling will be revised to reflect any increased Commission support for the extended period or periods.
- (d) Upon termination, or expiration of the total period of performance, the Contractor shall promptly refund to the Commission (or make such disposition as the Commission may in writing direct) any sums paid by the Commission to the Contractor under this contract, in excess of the Cumulative Support Cost incurred in performance under this contract.

ARTICLE IV - GOVERNMENT PROPERTY

The following items of property produced or fabricated by the Contractor are hereby listed as "Government property":

None

ARTICLE V - APPENDICES

Appendix A, Appendix B - General Provisions and Appendix C - Statement of Costs, are hereby attached to and made a part of this contract.

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ARTICLE VI - NONDISCRIMINATION

The Contractor agrees to comply with the Commission's Regulation (Part 4 of Title 10, Chapter 1, Code of Federal Regulations), as amended, effectuating the provisions of Title VI of the Civil Rights Act of 1964, and Title IV of the Energy Reorganization Act of 1974, as amended.

ARTICLE VII - CONFLICT OF INTEREST

The Contractor agrees to adopt policies and procedures, designed to avoid conflict-of-interest situations, which are in substantial conformance with the Joint Statement of the Council of American Association of University Professors and the American Council on Education of December 1964, entitled "On Preventing Conflicts of Interest in Government-Sponsored Research at Universities", which policies and procedures will be in connection with this contract.

ARTICLE VIII - ALTERATIONS

- a. Article B-XXII, Priorities, Allocations, and Allotments, of Appendix B is deleted in its entirety.
- b. In accordance with FPR Temporary Regulation No. 39, Article B-XXVII, <u>Listings of Employment Openings</u>, of Appendix B is deleted in its entirety and inserted in lieu thereof is the attached Article B-XXVII, <u>Disabled</u> Veterans and Veterans of the Vietnam Era.
- c. Article B-XXXII, Employment of the Handicapped. of Appendix B is deleted in its entirety and inserted in lieu thereof is the attached Article B-XXXII, Employment of the Handicapped.
- d. The attached Article B-XXXIII, Preference for U. S. Flag Air Carriers, is added to Appendix B.
- e. The attached Article B-XXXIV, Clean Air and Water, is added to Appendix B.

IN WITNESS WHEREOF, the parties have executed this document.

UNITED STATES OF AMERICA BY: Kellogg V. Morton, Chief Research Contracts Branch (title) Nuclear Regulatory Commission Jerry Goldbaugh / Dr. D. J. Grace Asst. to VP/Gen. Mgr. Assistant Secretary BY: (title)

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I, <u>W. H. Borchert</u>, certify that I am the (attester) <u>Vice President and General Manager</u> of the Contractor named (title) under this document; that <u>Jerry Gol'baugh and Dr. D. J. Grace</u> (signatory) who signed this document on behalf of said Contractor was then <u>Asst. to VP/Gen. Mgr. Assistant Secretary</u> of said Contractor; that (title)

this document was duly signed for and on behalf of said Contractor by authority of its governing body and is within the scope of its legal powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said Contractor.

W. H. Borchert Vice President and General Manager

(SEAL)

CONTRACTOR: THE GEORGIA TECH RESEARCH INSTITUTE

APPENDIX A

For the Contract period July 1, 1981 through June 30, 1982

Article A-I RESEARCH TO BE PERFORMED BY CONTRACTOR

(a) The scope of work under this contract is unclassified and shall be in accordance with Contractor's proposal entitled, "Bioaccumulation Factor for P-32 in Edible Fish Tissue" dated April 25, 1980.

OBJECTIVES:

- o To quantify experimentally the factors that control the biological turnover rate of phosphorus in fish.
- To verify the absence of processes other than ingestion for P-32 uptake by fish.
- To determine the role of the food web on bioaccumulation of phosphorus by fish.
- To study the impact of actual environmental factors on the bioaccumulation of phosphorus by fish.
- o Prepare and submit an annual report to the NRC Project Officer.

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Two spacies of fish will be used in laboratory studies to obtain the following information:

- (1) Phosphorus budy content, distribution among tissues and tissue concentrations.
- (2) Rate of fish growth and phosphorus accumulation in whole fish and various tissues.
- (3) Rate of food and phosphorus consumption relative to body weight and phosphorus content.
- (4) Fecal phosphorus excretion relative to phosphorus consumption.
- (5) Urinary and/or body surface excretion of phosphorus relative to phosphorus consumption and body weight.
- (6) Physico-chemical form of dissolved excreted phosphorus.
- (7) Variations in consumption, growth and excretion rate, with season and water senture.

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Two experiments will be performed using individual fish to study the bioaccumulation of phosphorus and P-32:

- (1) observing the uptake rate of P-32 by fish in brief feeding studies, and
- (2) observing the decrease of P-32 in fish that have been exposed to constant levels of P-32 in food for about two months.

The existence of a mechanism for direct uptake of dissolved phosphorus will be investigated by immersing both intact fish and surgically altered fish into aquaria containing P-32 solutions. Other factors to be studied are temperature, concentration of dissolved stable phosphorus, and concentration of other ions. Both orthophosphate solution and filtrate from aquaria containing zooplankton fed on P-32-labeled algae will be used.

Field studies will be conducted to provide information on food chains in the environment near nuclear power plants. Data will be collected on stable phosphorus in the water, food, and fish at the selected sites. Information will also be obtained on seasonal variation in phosphorus bioaccumulation.

(b) The Principal Investigator expects to devote the following approximate amount(s) of time to the contract work:

Dr. Bernd Kahn - Principal Investigator: 20% of his time each year

ARTICLE A-II WAYS AND MEANS OF PERFORMANCE

(a) Items for which support will be provided as indicated in A-III, below

- 30.350.00 (1) Salaries and Wages (2) Equipment to be nu chased or 3.300.00 fabricated by the Contractor Over \$1,000.00 2-Water Chilling Units @ \$1,000.00 ea. Under \$1,000.00 2-In-line Thermostatically controlled valves @ \$300.00 ea. Timers, Dimmers, lighting fixtures, fish mets, etc. 00.00 (3) Travel 300.00 (i) Domestic Ŝ (ii) Foreign
- (4) Other direct costs including fringe banefits
- (5) Indirect costs based on a predetermined rate of 55° participation of predetermined rate of 55° participation of the predetermined rate of 55° participation.

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(b) Items, if any, significant to the performance of this contract, but excluded from computation of Support Cost and from consideration in proportioning costs:

None

(c) Time or effort of Principal Investigator(s) including indirect costs and fringe benefits contributed by Contractor but excluded from computation of Support Cost and from consideration in proportioning costs:

None

Article A-III

The total estimated cost of items under A-II(a) above for the contract period stated in this Appendix A is \$64,559.00 ; the Commission will pay 100 percent of the actual costs of these items incurred during the contract period stated in this Appendix A, subject to the provisions of Article III and Article B-XXVIII. The estimated NRC Support Cost for the contract period stated in this Appendix A is \$64,559.00 .

The estimated NRC Support Cost is funded as follows:

(a) Estimated unexpended balance from prior period(s)\$ -0-*

\$ 64,559.00

- (b) New funds for the current period
- (c) The new funds being added in A-III(b) constitute the basis for advance payments provided under Article B-X.