

SUPPLEMENTAL AGREEMENT
BETWEEN
WESTINGHOUSE ELECTRIC CORPORATION
AND
ELECTRIC POWER RESEARCH INSTITUTE, INC.
AND
THE U. S. NUCLEAR REGULATORY COMMISSION

THIS SUPPLEMENTAL AGREEMENT, effective the 1st day of January, 1981, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES NUCLEAR REGULATORY COMMISSION (hereinafter referred to as the "Commission") and WESTINGHOUSE ELECTRIC CORPORATION, a corporation duly organized and existing under the laws of the State of Pennsylvania with its principal office in Pittsburgh, Pennsylvania (hereinafter referred to as the "Contractor"), and ELECTRIC POWER RESEARCH INSTITUTE, INCORPORATED, a not-for-profit corporation duly organized and existing under the laws of the District of Columbia, with principal offices in the City of Palo Alto, California (hereinafter referred to as the "Institute"),

WITNESSETH THAT:

WHEREAS, the Contractor has been performing work under Contract No. NRC-04-77-127;

WHEREAS, the parties desire to modify Contract No. NRC-04-77-127 as hereinafter provided, and this supplemental agreement is authorized by law, including the Federal Property and Administrative Services Act of 1949, as amended, the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974, as amended;

NOW, THEREFORE, said contract, is hereby amended as follows:

1. In ARTICLE III - TOTAL ESTIMATED COST, OBLIGATION OF FUNDS AND LIMITATIONS, Paragraph 2 - Obligation of Funds, is revised to reflect an increase in the amount of funds obligated by the Commission (from \$5,815,000.00 by \$330,000.00 to \$6,145,000.00) as follows:

Paragraph 2 - Obligation of Funds, is deleted in its entirety and the following new Paragraph 2 is substituted in lieu thereof: -

"2) The amount presently allocated and obligated by the Commission and the Institute with respect to this contract is \$6,145,000.00 and \$4,583,300.00, respectively. The amount presently allocated by the Contractor is \$3,472,197.00. Pursuant to Clause 3 of the General Provisions entitled, 'Limitation of Funds (Cost Sharing),' it is estimated that the amount currently obligated hereby will cover the performance of the effort through September 30, 1981. The Commission shall not increase the stated obligation of the Institute without prior written approval of the Institute."

This modification does not supersede the cost-sharing formula set forth in ARTICLE III, Paragraph 1. Contractor will continue to bill the Commission and the Institute based on this formula.

IN WITNESS WHEREOF, the parties have executed this document.

UNITED STATES OF AMERICA

U. S. NUCLEAR REGULATORY COMMISSION

BY: *Aaron Kullott*
Kellogg V. Morton, Chief *for*
Research Contracts Branch
(Title)

ELECTRIC POWER RESEARCH INSTITUTE, INC.

BY: *Bruce B. Rytkonen*
Bruce B. Rytkonen
Manager, Contract Negotiations
(Title)

WESTINGHOUSE ELECTRIC CORPORATION

BY: *J. S. Moore*
J. S. Moore, General Manager
Water Reactor Divisions
(Title)

I, E. C. Pearson, certify that I am the
(Attester)

Assistant Secretary of the Contractor named under
(Title)

this document; that J. S. Moore
(Signatory)

who signed this document on behalf of said Contractor; that this document was duly signed 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 seal of said Contractor.

SEAL

E. C. Pearson