

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

THIS SUPPLEMENTAL AGREEMENT, effective the 30th day of November, 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 GENERAL ELECTRIC COMPANY, a corporation duly organized and existing under the laws of the State of New York with its principle office in Fairfield, Connecticut (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 its principal office in Palo Alto, California (hereinafter referred to as the "Institute"),

WITNESSETH THAT:

WHEREAS, the Contractor has been performing work under Contract No. NRC-04-76-215;

WHEREAS, the parties desire to modify Contract No. NRC-04-76-215 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 1959, as amended, and the Energy Reorganization Act of 1974, as amended:

NOW THEREFORE, said Contract, as amended, is hereby further amended as follows:

- A. Regarding APPENDIX B, Article 5, Government Property, the following changes are made:
1. Paragraph (b), Title to Property is modified by adding the following to the end of the paragraph.
... irreparably damaged by the experiment," except that title to the BWR FIST facility test section constructed in compliance with Modification No. 11 hereof shall vest in the Government, the Institute and the Contractor in the same ratio as their actual respective contributions bear to the acquisition cost of the BWR FIST facility test section."
 2. Paragraph (h) - Government Property For Government Use Only is deleted in its entirety and superceded by the following:

"(h) Use of Property - The use of government property wholly owned by the Government is subject to the direction of the Contracting Officer.

The use of property owned jointly by the parties hereto is subject to the agreement of the Program Management (PMG) in accordance with

Article VII hereof. Any use of jointly owned property for other than the performance of this contract will be considered by the PMG on a case by case basis. Final approval of any such use of jointly owned property must be effected by contract modification."

IN WITNESS WHEREOF, the parties have executed this document.

UNITED STATES OF AMERICA

BY:

Raymond V. Morton
Raymond V. Morton, Chief
Research Contracts Branch
(Name and Title)

DATE:

8/9/82

U. S. NUCLEAR REGULATORY COMMISSION

GENERAL ELECTRIC COMPANY

BY:

H.H. Klepfer
H.H. Klepfer, General Manager
Nuclear Fuel & Services Engineering Dept.
(Name and Title)

DATE:

ELECTRIC POWER RESEARCH INSTITUTE

BY:

Bruce B. Rytkonen 7/27/82
Bruce B. Rytkonen
Manager, Contract Negotiations
(Name and Title)

DATE: