

AMENDMENT OF SOLICITATION/Modification of Contract

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1. AMENDMENT/SOLICITATION NO. Seven (7) 2. EFFECTIVE DATE SEP 17 1982 3. REQUESTION/PURCHASE REQUEST NO. NRR-80-104 dtd 4/27/82 4. PROJECT NO. *If applicable*

5. ISSUED BY U.S. Nuclear Regulatory Commission CODE 6. ADMINISTERED BY *(If other than block 5)* CODE

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

7. CONTRACTOR NAME AND ADDRESS Applied Science Associates, Inc.
P.O. Box 2687
Palos Verdes, Peninsula, CA 90274-0125

8. AMENDMENT OF SOLICITATION NO.
DATED (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. NRC-03-80-104
DATED 4/16/80 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Errors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA *(If required)*

N/A

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the mutual agreement of the parties
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

In order for the Contractor to have the authority to receive proprietary information for use under the contract, the following modification is hereby made:

1. Refer to Article III - Government Furnished Material and incorporate the following additional paragraph:

"In accordance with Article XVI - Proprietary Data and Confidential Information, the Contractor will be furnished reports and data of a proprietary nature for assistance in performing the work required under this contract. The proprietary information will be forwarded directly to the Principal Investigator by the Project Officer. A transmittal letter will accompany each individual shipment of proprietary information and will state the title of the material being forwarded and the Contract Tasks and Subtasks to which it pertains. The letter will further cite this Article III - Government Furnished Material and Article XVI - Proprietary Data and Confidential Information as the authorities to transmit such material. The Project Officer will provide a copy of each transmittal letter to the Contracting Officer. Notwithstanding the foregoing, however,

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR Applied Science Associates 17. UNITED STATES OF AMERICA

BY D. G. Swanson (Signature) BY Timothy F. Hagan (Signature)

15. NAME AND TITLE OF SIGNER (Type or print) D. G. Swanson President 16. DATE SIGNED 9/13/82 18. NAME OF CONTRACTING OFFICER (Type or print) Timothy F. Hagan 19. DATE SIGNED 9/17/82

in no event will any proprietary information be forwarded to the Contractor later than six (6) weeks prior to the expiration date of this contract."

2. Incorporate the following additional Article XVI - Proprietary Data and Confidential Information:

"Article XVI - Proprietary Data and Confidential Information

In connection with the performance of the work under this contract, the Contractor may be furnished proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (P.L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. Contractor agrees to use its best efforts to hold such information in confidence and not to directly or indirectly duplicate, disseminate, or disclose such information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. Contractor agrees to return such information directly to the Project Officer upon completion or termination of this contract. Failure to comply with this clause shall be grounds for termination of this contract in accordance with Clause 12 of the General Provisions entitled, "Termination for Default or Convenience of the Government."

The above changes shall have no impact on the total contract amount which remains unchanged at \$538,980.00.

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