

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. TWO (2)
3. EFFECTIVE DATE OCT 12 1990
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY U.S. Nuclear Regulatory Commission
Division of Contracts & Property Management
Mail Stop: P-1042
Washington, DC 20555
7. ADMINISTERED BY (If other than Item 6)
CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
Science Applications International Corporation
10260 Campus Point Drive, San Diego, CA 92121
c/o Energy Systems Group
1710 Goodridge Drive, M/S 2-5-1
McLean VA 22102
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
NRC-04-90-095
10B. DATED (SEE ITEM 13)
9/13/90
CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers 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 completing Items 8 and 15, and returning _____ copies of the 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

6/ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(D).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)
X Mutual agreement of the parties.

E. IMPORTANT: Contractor is not, is required to sign this document and return 4 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to delete Subsection H.8 EPRI PATENT RIGHTS in its entirety and substitute the following:

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PDR CONTR
NRC-04-90-095 PDC

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) SEE SIGNATURE PAGE
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SEE SIGNATURE PAGE
15B. CONTRACTOR/OFFEROR
15C. DATE SIGNED
16B. UNITED STATES OF AMERICA
16C. DATE SIGNED
BY (Signature of Contracting Officer)

H.8 EPRI PATENT RIGHTS

The contractor shall assume the obligations of FAR 52.227-11 to the NRC. The contractor shall separately and simultaneously disclose to the NRC and EPRI any invention or discovery made, conceived, or first reduced to practice in the course of this agreement. Upon such disclosure, the contractor shall assign to EPRI the entire right, title, and interest throughout the world to each disclosed invention or discovery. The contractor shall maintain in secrecy all inventions and discoveries and for itself and for its employees agree that the inventor or inventors and others, including employees and subcontractors related to the invention or discovery, will execute all documents and do all things necessary or proper for EPRI and the NRC to perfect and enforce their respective rights in such inventions and discoveries. Upon assignment from the contractor, EPRI shall assume the obligations of FAR 52.227-11 to the NRC with respect to any invention or discovery. The NRC shall receive a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the inventions or discoveries made or conceived hereunder. Any royalties received from third parties from patents obtained under this clause shall be equally shared between the NRC and EPRI. In the event the NRC or EPRI allows third party use of a license, each must notify the other and provide the other a copy of such license. EPRI shall be allowed to license EPRI members on a royalty-free basis.

All other terms and conditions under this contract remain unchanged.

SIGNATURE PAGE

The Contractor is required to sign this document and return four (4) copies to the issuing office.

9/25/90
Date

SCIENCE APPLICATIONS INTERNATIONAL CORP.

Thomas J. Rodehaw
Name and Title

THOMAS J. RODEHAW
SR. CONTRACT REPRESENTATIVE

Oct. 4, 1990
Date

ELECTRIC POWER RESEARCH INSTITUTE, INC.

Bruce B. Rytkonen
Name and Title

BRUCE RYTKONEN
CONTRACTS MANAGER

10/11/90
Date

U.S. NUCLEAR REGULATORY COMMISSION

Mary H. Mace
Name and Title

Mary H. Mace
Contracting Officer