

2. AMENDMENT/MODIFICATION NO. 1348	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY SC Oak Ridge Support Center Office of Science - Oak Ridge U.S. Department of Energy P.O. Box 2001 Oak Ridge TN 37831	CODE 892431	7. ADMINISTERED BY (If other than Item 6) PNSO U.S. Department of Energy Pacific Northwest Site Office P.O. Box 350, K9-42 Richland WA 99352	CODE 06010
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Battelle Memorial Institute Attn: Dana Storms 902 BATTELLE BLVD ATTN DANA STORMS RICHLAND WA 99352	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-76RL01830
		10B. DATED (SEE ITEM 13) 12/30/2002
CODE 032987476	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 electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT 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 letter or electronic communication, provided each letter or electronic communication 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)
See Schedule

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

CHECK ONE	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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: The mutual agreement of the parties for work within the scope of the contract
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This bilateral contract modification incorporates changes to Part I Section C, Part I Section H, Part II Section I, and Part III Section J Appendix D. (See Continuation Pages for purpose of this modification).
Payment:
OR for Oak Ridge/OSTI
U.S. Department of Energy
Oak Ridge Office
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831

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

15A. NAME AND TITLE OF SIGNER (Type or print) Dana M. Storms, Prime Contract Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Clora S. Harp
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
15C. DATE SIGNED	16C. DATE SIGNED

1.0 Purpose of Modification:

The Department of Energy (DOE), Office of Science (SC), Pacific Northwest Site Office (PNSO) is modifying the Contract to update Section C, Section H, Section I and Section J to the most current form as described in this modification. The contract shall be amended as described in this modification to accomplish the following:

- a. Revise Part I, Section C, Description/Specifications/Work Statement to conform to the content provided in this Modification.
- b. Revise Part I, Section H, Special Contract Requirements to conform to the content provided in this Modification.
- c. Revise Part II, Section I, Contract Clauses to conform to the content provided in this Modification.
- d. Revise Part III, Section J –Appendix D, Applicable Directives & External Requirements to conform to the content provided in this modification.

2.0 Description of Modification:

- a. Revise Part I, Section C Description/Specifications/Work Statement, Section 2.6 entitled “Operating Envelope” subsection 2.6.1 entitled “PNNL Work Locations and Expectations” beginning at paragraph 6 redlines/strikeouts as follows:

The Contractor shall initiate and continually improve facility and waste management practices that implement the “Start Clean – Stay Clean” principles whereby research projects and facility operations are planned and executed so to leave no additional residual waste, contamination or liability at the end of each project, irrespective of location. The Contractor shall ensure Ssufficient project funds must beare maintained to ensure that full restoration, remediation, and waste disposition can be achieved prior to before project completion.

The Contractor may use sealed radioactive sources in federal and non-federal facilities, if the sources meet the definitions and controls specified in the DOE-approved PNNL Radiation Protection Program and the Site Security Plan (SSP).

In support of normal material management or waste management activities, the Contractor may use PNNL facilities and locations identified in Section J, Appendix H of the PNNL Contract for managing radioactive materials or waste without prior DOE Site Office Manager notification as long as there is no additional risk of releasing dispersible material.

For all non-federal facilities, and lab spaces therein, DOE Site Office Manager approval must be obtained ~~prior to before~~ 1) ~~the use of using~~ any unsealed radioactive material (as defined in the DOE-approved PNNL Radiation Protection Program) that ~~may potentially can~~ contaminate the facility's structure or systems (e.g., ventilation) ~~of a facility~~ outside an engineered confinement barrier, or 2) any planned activity that ~~may can~~ introduce residual contamination (e.g. beryllium, crystalline perchlorates, hexavalent chromium, nanoparticles, biological agents) that ~~may potentially can~~ contaminate the facility's structure or systems (e.g., ventilation) ~~of a facility~~ outside an engineered confinement barrier. ~~Radioactive sealed sources may be used in non-federal facilities or locations, as long as they meet the definitions and controls specified in the DOE-approved PNNL Radiation Protection Program.~~

~~For those facilities previously radiologically remediated or that have not been engaged in radiological work, the Contractor may not conduct radiological work without DOE Site Office Manager approval.~~

~~Unless otherwise approved by the DOE Site Office Manager, the Contractor shall notify the DOE Site Office Manager at least 30 days before using any unsealed radioactive material (as defined in the DOE-approved PNNL Radiation Protection Program) that can contaminate the federal facility's structure or systems (e.g. ventilation) outside an engineered confinement barrier, unless the facility or its lab spaces were previously radiologically contaminated, used for work involving unsealed radioactive material, or is covered under the 325 Building Safety Basis.~~

~~In addition, the Contractor shall notify the DOE Site Office Manager at least 30 days before changing the Facility Use Agreements (FUAs), if the change causes additional liabilities to the federal government (including but not limited to, increasing fire zone levels, adding or raising permit levels, and usage for additional hazards not previously allowed). No work with dispersible radioactive material or waste shall be allowed unless at an authorized DOE-owned facility identified in the Section J Appendix H of the contract or specifically approved by the DOE Site Office Manager. For the purposes of this section only, the PNNL Sequim campus shall be considered a DOE-owned facility. [M1348]~~

- b. Revise Part I, Section H, Clause H-29 entitled “Agreements for Commercializing Technology” to delete references to FedACT pilot program reflecting the expiration and non-renewal of the FEDAct pilot program. The revisions are as follows:
 - i. Delete the following text referencing FEDAct in paragraphs 4.b.i. and 6.b.:

CRD O 414.1D Chg 2 (Ltd Chg)	Quality Assurance
Replace: CRD O 440.2C Chg. 1	Aviation Management and Safety
Replace with: CRD O 440.2C Chg 2 (LtdChg)	Aviation Management and Safety
Replace: CRD O 470.4B Admin Chg. 2	Safeguards and Security Program
Replace with: CRD O 470.4B Chg. 2 (MinChg)	Safeguards and Security Program
Replace: CRD O 471.6 Chg 2 (AdminChg)	Information Security
Replace with: CRD O 471.6 Chg 3 (AdminChg)	Information Security
Replace: CRD O 472.2, Chg 1	Personnel Security
Replace with: CRD O 472.2, Chg 2 (PgChg)	Personnel Security
Replace: CRD O 483.1B, Chg 1	DOE Cooperative Research and Development Agreements
Replace with: CRD O 483.1B, Chg 2 (LtdChg)	DOE Cooperative Research and Development Agreements

- ii. Make administrative changes correct typographical error in CRD title to reflect the following:

Replace: CRD O 206.2	Personal Identity Verification
Replace with: CRD O 206.2	Identity, Credential, and Access Management (ICAM)

- e. This modification results in no further changes to the Contract.

(End of Contract Modification)

[M1348]