

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1	OF	PAGES 3
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2. AMENDMENT/MODIFICATION NO. M1192	3. EFFECTIVE DATE (M/D/Y) (See Block 16C)	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
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6. ISSUED BY CODE U.S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, WA 99352	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)  Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, WA 99352 DUNS # 032987476	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ ORDER NO. DE-AC05-76RL01830
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) December 30, 1964

11. THIS ITEM 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE DATE AND HOUR 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 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 SET FORTH 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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: The mutual agreement of the parties for work within the scope of the contract
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 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 H, Special Contract Requirements, Part II, Section I, Contract Clauses, Part III, Section J Appendix D, and Part III, Section J, Appendix E. (See Continuation Pages for the purpose of this modification).

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) Ryan M. Kilbury Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/20/2018	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 11-20-18

## 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 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:

1. Revise Part I, Section H, Special Contract Requirements, Table of Contents to conform to the content of this Modification.
2. Add Part I, Section H, Special Contract Requirements, Clause H-46 Authorization of Activities Supporting the Institution – Agreement on Costs to be incorporated into the Contract.
3. Revise Part II, Section I, Contract Clauses, Table of Contents to conform to the content of this Modification.
4. Revise Part II, Section I, Contract Clauses to be incorporated into the Contract in its most current form.
5. Revise Part III, Section J, List of Attachments, Appendix D, List of DOE Applicable Directives & External Requirements to be incorporated into the Contract in its most current form.
6. Revise Part III, Section J, List of Attachments, Appendix E, Standards of Performance-Based Fee to be incorporated into the Contract in its most current form.

## 2.0 Description of Modification:

1. Delete in its entirety Part I, Section H, Special Contract Requirements, Table of Contents and replace with Section H, Special Contract Requirements, Table of Contents as enclosed in this Modification and incorporated herein by reference.
2. Add in its entirety Part I, Section H, Special Contract Requirements, Clause H-46 Authorization of Activities Supporting the Institution – Agreement on Costs to read as follows:

### **H-46 Authorization of Activities Supporting the Institution – Agreement on Costs**

1. **Onsite and Offsite Hazardous Material Movement** - In performance of the Contract, notification to DOE is required in advance of any approval to allow the hand carrying onsite material movement between PNNL facilities that exceeds Material of Trade (MOT) hazardous material limits, has a dose rate greater than 4 mrem/hour, is greater than 3% of a minimum critical mass of fissile material, is a select agent or greater than BSL1 quantity, or is safeguards accountable.
2. **Use of Funds for Guest Researchers** – In performance of the Contract, the use of funds for Guest Researchers will be limited to reimbursement as contemplated by H-21 (4). Guest Researchers must be aligned with active PNNL project(s) and cannot engage in Federal or non-

Federal Strategic Partnership Projects (SPP) projects, Cooperative Research and Development Agreement (CRADA) projects, unless authorized by the Contracting Officer. Collaboration as part of Laboratory Directed Research and Development (LDRD) projects requires identification of the Guest Researcher utilization in the LDRD approval package. Guest Researcher should not engage in research projects with, know of, or otherwise be exposed to information that is proprietary or business sensitive to parties other than Battelle.

(End of Clause)  
**[M1192]**

3. Revise Part II, Section I, Contract Clauses, Table of Contents to delete the title of I-129 DEAR 970.5223-6 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010) and replace with I-129 RESERVED.
4. Revise Part II, Section I, Contract Clauses, Table of Contents to delete the title of I-130 DEAR 970.5223-7 Sustainable Acquisition Program (Oct 2010) and replace with I-130 RESERVED.
5. Revise Part II, Section I, Contract Clauses, to delete I-129 129 DEAR 970.5223-6 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management (Oct 2010) and replace with I-129 RESERVED.
6. Revise Part II, Section I, Contract Clauses, to delete I-130 DEAR 970.5223-7 Sustainable Acquisition Program (Oct 2010) and replace with I-130 RESERVED.
7. Revise Part III, Section J, Appendix D, List of Applicable DOE Directives & External Requirements as follows:  
  
Replace:           CRD O 413.2C Laboratory Directed Research and Development  
                      CRD O 522.1 Pricing of Departmental Materials and Services  
  
Replace With:     CRD O 413.2C, Chg. 1 Laboratory Directed Research and Development  
                      CRD O 522.1A Pricing of Departmental Materials and Services
8. Delete in its entirety Part III, Section J, Appendix E, Standards of Performance Based Fee FY 2018 Battelle Performance Evaluation and Measurement Plan for Management and Operations of the Pacific Northwest National Laboratory and replace with Part III, Section J, Appendix E, Standards of Performance-Based Fee FY 2019 Battelle Performance Evaluation and Measurement Plan for Management and Operations of the Pacific Northwest National Laboratory as enclosed in this Modification and incorporated herein by reference.
9. This modification results in no further changes to the Contract.

**(End of Contract Modification)**  
**[M1192]**