


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO. 0279		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
6. ISSUED BY Brookhaven Site Office U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue Upton NY 11973		CODE 892430		5. PROJECT NO. (If applicable) 06005	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Brookhaven Science Associates, LLC Attn: Janine Mehlinger BROOKHAVEN NATIONAL LABORATORY BLDG. 460, PO BOX 5000 UPTON NY 119735000		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-SC0012704	
				10B. DATED (SEE ITEM 13) 12/22/2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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)					
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: FAR 43.103(a), Agreements of the parties modifying the terms of the contract.				
	D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
DUNS Number: Not Available					
UEI: R85KZ9JP3NM3					
The purpose of this modification is set forth on the pages attached to the bilaterally signed SF-30 document					
Payment:					
Payment - Direct Payment					
from U.S. Dept of Treasury					
Period of Performance: 01/05/2015 to 01/04/2025					
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) Susan McKeon, Chief Financial Officer			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert P. Gordon		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 08/30/2024		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				16C. DATE SIGNED	

14. DESCRIPTION OF AMENDMENT/MODIFICATION continued.

A. This modification is issued to update the following contract sections:

(a) Part I – Contract Clauses, Section H

- H.20 - Responsible Corporate Official
- H.47- EAct Data Protection (Apr. 2022)

B. Table of Changes

PART I – SECTION H – Contract Clauses

The clauses titles shown below are accurate post-modifications.

Clause No.	Title	Change & Explanation
H.20	Responsible Corporate Official	Change: Point of Contact Explanation: Removes Dr. Mark Peters Executive Vice President, Global Laboratory Operations as POC. Updated with Interim MR. Tood Harrington, effective August 30, 2024, and listed permanent replacement Dr. Jaun Alvarez effective October 21, 2024.
H.47	EPAct Data Protection (APR 2022)	Change: Removes current clause EPAct language and replaced with revised EPAct language. Explanation: Added updated EPAct Clause to include sections (a) Rights to Protected Data and (b) Unauthorized or Omitted Markings of Data.

(End of Clause)

C. All other Terms and Conditions remain unchanged.

END OF MODIFICATION

CLAUSE H.20 – RESPONSIBLE CORPORATE OFFICIAL

The Government may contact, as necessary, the responsible corporate officials as identified below, who is at a level above the Contractor separate entity performing the contract, and who is accountable for the Contractor regarding Contractor performance issues:

Effective August 30, 2024, the interim Responsible Corporate Official will be Mr. Todd Harrington of Battelle Memorial Institute, until Dr. Juan Alvarez's appointment on October 21, 2024.

Effective August 30, 2024

Name:	Mr. Todd Harrington
Position:	Associate General Counsel, National Laboratory
Management and Operations	
Operations Company/Organization:	Battelle Memorial Institute
Address:	505 King Avenue, Columbus, OH 43201
Phone:	614-424-6589
Facsimile:	614-458-6589
Email:	harringtont@battelle.org

Effective October 21, 2024

Name:	Dr. Juan Alvarez
Position:	Executive Vice President, National Laboratory
Management and Operations	
Operations Company/Organization:	Battelle Memorial Institute
Address:	505 King Avenue, Columbus, OH 43201
Phone:	Contact information will be provided once known
Facsimile:	Contact information will be provided once known
Email:	Contact information will be provided once known

Should the responsible parent corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

(End of Clause)

CLAUSE H.47 – EAct DATA PROTECTION (APR 2022)

(a) Rights to Protected Data

- (1) In addition to the data rights set forth in 48 CFR § 970.5227-2 - Rights in data-technology transfer, for work authorized under the Energy Policy Act of 2005 (EAct 2005) or the Energy Policy Act of 1992 (EAct 1992), the Contractor may, with the concurrence of DOE, claim and mark as EAct Protected Data, any data first produced in the performance of such work that would have been treated as a trade secret if developed at private expense. Any such claimed "EAct Protected Data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisions of paragraph (b) of this clause.

Protected Rights Notice

These protected data were produced under **[INSERT WORK IDENTIFIER]** with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until **[INSERT PERIOD OF PROTECTION END]** (Note: The period of protection of such data is fully negotiable, but cannot exceed the applicable statutorily authorized maximum), unless express written authorization is obtained from the Contractor. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

- (2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:
 - (i) For evaluation purposes under the restriction that the "Protected Data" be retained in confidence and not be further disclosed; or
 - (ii) (To subcontractors or other team members performing work under the Government's program in which this data was produced, for information or use in connection with the work performed under their activity, and under the restriction that the Protected Data be retained in confidence and not be further disclosed.
- (3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:
 - (i) At the end of the protected period;
 - (ii) If the data becomes publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;

- (iii) If the same data is independently developed by someone who did not have access to the Protected Data and such data is made available without obligations of confidentiality; or
 - (iv) If the Contractor disseminates or authorizes another to disseminate such data without obligations of confidentiality.
 - (4) However, the Contractor shall not claim or mark as EPACT Protected Data, any lists of data identified by the funding program to be provided with unlimited rights. The Contractor agrees that notwithstanding the lists of types of data, nothing precludes the Government from seeking delivery of additional data in accordance with the requirements of the Contractor's contract, or from making publicly available unlimited rights data, nor does the lists of data constitute any admission by the Government that technical data not on the list is EPACT Protected Data.
 - (5) When a Cooperative Research and Development Agreement (CRADA) is used with an EPAct Awardee, the CRADA Protected Information clause may be modified to incorporate the Protected Rights Notice of this clause. When a Strategic Partnership Project (SPP) is used with an EPAct Awardee, the Rights in Technical Data clause may be modified to incorporate the Protected Rights Notice of this clause.
 - (6) The Government's sole obligation with respect to any EPACT Protected Data shall be as set forth in this clause.
- (b) Unauthorized or Omitted Marking of Data
- (1) Notwithstanding any other provisions concerning inspection or acceptance, if any data developed is authorized by EPAct 1992 or 2005 bears any restrictive or limiting markings not authorized by this clause, the Contracting Officer has the right to remove, cancel, correct, or ignore any markings not authorized by this clause on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond within 60 days or fails to substantiate the propriety of the markings. In either case, DOE will notify the Contractor of the action taken.
 - (2) The Government assumes no liability for the disclosure, use or reproduction of any data provided to the Government by the Contractor that lacks any protected rights notice or other restrictive or limiting markings authorized by the Contractor's prime contract with DOE.

(End of Clause)