



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

00-PRO-602

AUG 01 2000

Mr. R. D. Hanson, President
Fluor Daniel Hanford, Inc.
Richland, Washington 99352

Dear Mr. Hanson:

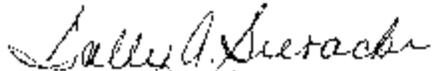
CONTRACT NO. DE-AC06-96RL13200 CONTRACT MODIFICATION M102, REVISED
CLAUSE H.23, OWNERSHIP OF RECORDS

Enclosed for your files is a fully executed original Contract Modification Number M102.

Should you have any questions, please contact me at (509) 376-7265, or Alan Hopko at

(509) 376-2031.

Sincerely,


Sally A. Stieracki
Contracting Officer

PRO:AEH

cc: J. L. Jacobsen, FHI

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID/NO#	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M102	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jackson Avenue, MSRN A7-80 Richland, WA 99152		7. ADMINISTERED BY (if other than item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352				17.	9A. AMENDMENT OF SOLICITATION NO.
					9B. DATED (SEE ITEM 11)
					10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-06RL-13200
					10B. DATED (SEE ITEM 11) 08/06/96
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 6 and 10, and returning one (1) copy 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 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 applicable)

N/A \$0.00

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

14. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. ITEM 12A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation title, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43 (C)(2)

C. THE SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X Mutual Agreement

F. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Changed by GEP section headings, including section headings; subject major where feasible)

Refer to Section H.23. This modification replaces pages H-24 and H-25 of Section H.23 with the revised pages H-24 and H-25 (Attachment 1), clarifying the language to avoid ambiguity in providing legal records and documents covered by attorney-client privilege requirements performed by FH for RI's interests, when paid by reimbursable funds

Executed provided herein, all terms and conditions of the contract, as amended, shall remain in effect, as hereinafter changed, remain unchanged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D Hanson, President and Chief Executive Officer	15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sally A. Sieracki Contracting Officer
15C. DATE SIGNED 7/24/00	15D. UNITED STATES OF AMERICA
15E. SIGNATURE OF PERSON AUTHORIZED TO SIGN <i>Ron D Hanson</i>	15F. SIGNATURE OF CONTRACTING OFFICER <i>Sally A. Sieracki</i>
15G. DATE SIGNED 1 Aug 00	15H. UNITED STATES OF AMERICA

- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph D., with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

- E The Government reserves the right to require the Contractor to include this clause or a modified version of this clause in any subcontract as directed in writing by the Contracting Officer.

H.23 OWNERSHIP OF RECORDS

A. Government's Records

Except as provided in paragraph B of this clause, all records acquired or generated by the Contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the process of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the contract.

All occupational health records generated during the performance of Hanford-related activities will be maintained by the Hanford Environmental Health Foundation (HEHF) and are the property of DOI.

All radiation exposure records generated during the performance of Hanford-related activities will be maintained by the Pacific Northwest National Laboratory (PNNL) and are the property of DOE.

B. Contractor's Own Records

The following records are considered the property of the Contractor and are not within the scope of paragraph A above:

- (1) Employment-related records such as the following:
 - Personnel files maintained on current individual employees, or Major Subcontractor employees
 - Files maintained on applicants, or Major Subcontractor applicants
 - Qualifications or suitability for employment
 - Allegations, investigations, and resolution of employee misconduct
 - Employee discipline
 - Records on salary and employee benefits
 - Labor negotiations records
 - Employee concern program records
 - Employee assistance program records
- (2) Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters);
- (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR (DEAR) 970.5204-9, Accounts, Records, and Inspection, are described as the property of the Government; and
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privilege; and
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:



Department of Energy
 Richland Operations Office
 P.O. Box 550
 Richland, Washington 99352

00-PRO-602

AUG 01 2000

Mr. R. D. Hanson, President
 Fluor Daniel Hartford, Inc.
 Richland, Washington 99352

Dear Mr. Hanson:

**CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M102, REVISED
 CLAUSE U.23. OWNERSHIP OF RECORDS**

Enclosed for your files is a fully executed original Contract Modification Number M102.

Should you have any questions, please contact me at (509) 376-7265, or Alan Hopko at
 (509) 376-2031.

Sincerely,

ORIGINAL SIGNED BY:

Sally A. Sieracki
 Contracting Officer

PRO:ATH

cc: J. L. Jacobsen, FHI

Enclosure

bcc: PRO Off File
 PRO Rdg File
 CCC Rdg File
 A. B. Hopko, PRO
Record Note: None
 E:\Alan\Mods\Executed Mod M102

RECEIVED

**AUG 01 2000
 DOE RL/CCC**

Office >	PRO	PRO			
Surname >	HOPKO	SIERACKI			
Date >	7/26/00	10/19/00			

(Please return to Rosie Garza 6-7735 A7-80/FE FAX 6-5378)

Document No. 21508