



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2 AMENDMENT/MODIFICATION NO. 174	3 EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6 ISSUED BY NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003	7. ADMINISTERED BY (If other than Item 6) NNSA/Los Alamos Site Office U.S. Department of Energy Los Alamos Site Office 3747 West Jemez Road Los Alamos NM 87544	CODE 05003	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LOS ALAMOS NATIONAL SECURITY, LLC Attn: STEVE K. SHOOK P.O. BOX 1663, MS P222 LOS ALAMOS NM 875450001		(x)	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC52-06NA25396	
			10B. DATED (SEE ITEM 13) 12/21/2005	
CODE 175252894	FACILITY CODE			
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 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 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 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 date, 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: P. L. 95-91, and Other Applicable Laws			
	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)				

See Page 2.

Period of Performance: 12/21/2005 to 09/30/2016

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) Deputy Laboratory Director Isaac E. Richardson III	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert M. Poole Contracting Officer DOE/NNSA Los Alamos Site Office
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C. DATE SIGNED 9/16/2011	16C. DATE SIGNED 9/16/2011

- A. Refer to Part I, The Schedule, Section H – Special Contract Requirements. The following clause is hereby added:

H-42 Implementation of ITER Agreement Annex on Information and Intellectual Property

- (1) Contractor agrees to be subject to the Agreement on the Establishment of the ITER International Fusion Energy Organization for the Joint Implementation of the ITER Project (the ITER Agreement) as it applies to intellectual property, as follows: specifically, and without limitation, subject inventions and data produced in the performance of this contract and subcontracts related to the ITER project are subject to the license rights and other obligations provided for in the ITER Agreement's Annex on Information and Intellectual Property.
- (2) Background intellectual property of the Contractor, as defined in the Annex, is also subject to the provisions of the ITER Agreement. In particular and under certain circumstances, Contractor shall use its best efforts to identify Background Intellectual Property (including patents and data) and grant a nonexclusive license in certain Background Intellectual Property to the Parties to the ITER Agreement (Members) for commercial fusion use. However, in individual cases and for good cause shown in writing, the requirement for such a license may be waived by DOE.
- (3) Further, intellectual property generated by Contractor employees who are designated as seconded staff to the ITER organization shall be owned by the ITER Organization and the Contractor gets no rights to such intellectual property except those rights provided the Contractor by the Government as a result of the Government being a member of the ITER Organization. Contractor agrees that Contractor employee agreements will be suitably modified as necessary to effectuate this provision and that employees will be required to execute a separate secondment agreement with the ITER Organization.
- (4) The Government may provide to each ITER Member, as defined in the ITER Agreement, the right, for non-commercial uses, to translate, reproduce, and publicly distribute data produced in the performance of this contract. Contractor will deliver, at a minimum, to DOE, copies of all ITER-related peer-reviewed manuscripts provided to scientific and technical journal publishers which may then be distributed to Members in accordance with the ITER Agreement. Contractor agrees that the ITER Organization may impose a different delivery requirement in order to be in compliant with this paragraph and that, if so, Contractor agrees that this paragraph may be suitably modified to be in accordance with the ITER Agreement.

(5) Contractor shall include the ITER patent and data rights clauses transmitted to the Contractor from the U.S. ITER Project Office, suitably modified to identify the parties, in all subcontracts related to ITER, at any tier, for experimental, developmental, demonstration or research work and in subcontracts in which technical data or computer software is expected to be produced or in subcontracts that contain a requirement for production or delivery of data.

B. Refer to Part III – List of Documents, Exhibits, and Other Attachments, Section J, Appendix A. The following paragraph is hereby added:

SECTION XVII - PERSONNEL LOANED

The Contractor may loan, at no cost to the government, individuals working under this Prime Contract to other operations as long as it does not interfere with the performance of contract work. Each loan arrangement will be reviewed to assure no conflict of interest exists and must be approved by the Contractor's Principal Associate Director Level or higher. A cumulative report showing all employees loaned, along with the total days loaned and services provided, will be submitted to the Contracting Officer on an annual basis. With regard to the loan of key personnel, refer to Part II – Contract Clauses, I-119, DEAR 952.215-70 Key Personnel (DEC 2000).

C. Refer to Part III – List of Documents, Exhibits, and Other Attachments, Section J, Appendix D. Appendix D is modified and replaced with the new Appendix D, Attachment to this modification. This change reflects selection of the Associate Director, Chemistry, Life & Earth Sciences.

Part III – Section J

APPENDIX D

LISTING OF KEY PERSONNEL

September 13, 2011

TITLE	NAME
Laboratory Director	Charles McMillan
Deputy Laboratory Director	Isaac E. Richardson
Principal Associate Director, Weapons Programs	Vacant
Principal Associate Director, Operations & Business	Carl Beard
Principle Associate Director, Global Security	Terry Wallace
Principal Associate Director, Science Technology & Engineering	Vacant
Principal Associate Director, Capital Projects	Paul Henry
Associate Director, Plutonium Science & Manufacturing	Vacant
Associate Director, Weapons	Bret Knapp
Associate Director, Business Services	Mark Barth
Associate Director, Environment, Safety, Health & Quality	James Cantwell
Associate Director, Nuclear & High Hazard Operations	Vacant
Associate Director, Project Management	Vacant
Associate Director, Maintenance & Infrastructure Planning	Vacant
Associate Director, Safeguards & Security	Michael Lansing
Associate Director, Environmental Programs	Michael Graham
Associate Director, Threat Identification and Response	W. Scott Gibbs
Associate Director, Chemistry, Life & Earth Sciences	Nancy Sauer
Associate Director, Engineering & Engineering Sciences	Steven Girrens
Associate Director, Experimental Physical Sciences	Susan Seestrom
Associate Director, Information Technology	Carolyn Zerkle
Associate Director, Theory, Simulation & Computation	Alan Bishop
Contractor Assurance Officer	Roland Knapp
Chief Financial Officer	Glenn Kizer
Chief Prime Contracts	Steve Shook