

2. AMENDMENT/MODIFICATION NO. P00049  
 3. EFFECTIVE DATE See Block 16C  
 4. REQUISITION/PURCHASE REQ. NO.  
 5. PROJECT NO. (If applicable)  
 6. ISSUED BY CODE 892332  
 7. ADMINISTERED BY (If other than Item 6) CODE 05003

NNSA M&O Contracting Branch  
 NA-APM-131  
 Albuquerque Complex  
 P.O. Box 5400  
 Albuquerque NM 87185-5400  
 NNSA Los Alamos Field OFC  
 NA-LA  
 3748 West Jemez Road  
 Los Alamos NM 87544

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 Triad National Security, LLC  
 Attn: H. Rich Heitman  
 505 KING AVE  
 COLUMBUS OH 43201  
 9A. AMENDMENT OF SOLICITATION NO. (x)  
 9B. DATED (SEE ITEM 11)  
 10A. MODIFICATION OF CONTRACT/ORDER NO. x  
 89233218CNA000001  
 10B. DATED (SEE ITEM 13)  
 06/08/2018  
 CODE 080961356 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)

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).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
 X P.L. 95-91 and Other Applicable Laws

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 DUNS Number: 080961356  
 The purpose of this modification is to delete and replace in its entirety Part III, List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments. Revise Part III, List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments, Appendix N, Technology Commercialization.

Payment:  
 Period of Performance: 11/01/2018 to 10/31/2023

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) Thomas E. Mason, Laboratory Director  
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer L. Jung  
 15B. CONTRACTOR/OFFEROR  
 15C. DATE SIGNED 10/12/20  
 16B. DATE SIGNED  
 16C. DATE SIGNED Date: 2020.10.13 08:37:50 -06'00'

The purpose of this modification is to delete and replace in its entirety the following:

Refer to Part III, List of Documents, Exhibits, and Other Attachments, *Section J*, List of Attachments.  
Revise Part III, List of Documents, Exhibits, and Other Attachments, Section J, List of Attachments,  
Appendix N, *Technology Commercialization*.

1. Appendix N, *Technology Commercialization*

**PART III – SECTION J**

**APPENDIX N**

**TECHNOLOGY COMMERCIALIZATION**

- (a) **Purpose.** The Technology Commercialization (TC) Program described in this Appendix supports, in part, other contract conditions as they relate to:
- (1) The transfer of new and emerging technologies between the Laboratory and private industry to enhance the Laboratory's ability to meet mission requirements and improve the economic environment in which the Laboratory operates and further the industrial competitiveness of the United States; and
  - (2) The development of improved mechanisms for the utilization of Laboratory technologies to stimulate new business startups, attract entrepreneurs, create alternative job opportunities, and attract businesses and capital to the region while also continuing to serve the nation as a whole.
  - (3) Leveraging, where appropriate, the knowledge and resources of Triad member companies in fulfilling the goals outlined herein.
- (b) **TC Program Description.**
- (1) Commercialization of Laboratory technology is to be promoted nationally and within New Mexico, with a focus in northern New Mexico, through the following mechanisms and by leveraging, where appropriate, the knowledge and resources of Triad's member companies:
    - (i) Research, technology development, and technical assistance efforts by the Laboratory for entities other than the federal government;
    - (ii) Efforts that support the deployment of technology consistent with the objectives of this Appendix and complementary to the missions of the Laboratory;
    - (iii) Access to Laboratory facilities, equipment, and intellectual property through Designated User Facilities, Technology Deployment Centers, and licenses or other NNSA-authorized agreements;
    - (iv) Support new and small business enterprises within New Mexico utilizing Laboratory technology, including those enterprises formed by current

Laboratory employees, in accordance with, and consistent with conflict of interest requirements as described in this Appendix; and

- (v) Provide special assistance to those persons interested in commercializing Laboratory technologies with the greatest market-place potential. This special assistance will include such activities as market analyses of the technologies and services of Laboratory-supported business consultants.
- (2) The activities listed above will be performed and may require oversight by NNSA, DOE or other Federal Government agency authorizing work of the Laboratory. All activities must be within the general scope of work of the Contract's Statement of Work, and in accordance with the terms of the Contract.
- (c) TC Program administration. The Contractor will maintain a Technology Commercialization Office (TCO) at the Laboratory to support and promote industrial partnering activities.
- (1) TC Program Manager. The Laboratory Director is responsible for appointing a Technology Commercialization Program Manager who will be responsible for day to day operations and the conduct of the TC Program in accordance with this Appendix and assuring that the TCO has access to resources that include qualified, experienced professionals in the fields of contract administration, marketing, R&D program management, and technology and intellectual property licensing.
  - (2) Technology Commercialization Advisory Board. The Laboratory Director is responsible for appointing a Technology Commercialization Advisory Board, and its chair, representing both national and regional interests, and which will draw upon experts from the fields of finance, manufacturing, business, academia and government. The Technology Commercialization Advisory Board will advise the Program Manager in setting objectives, goals, and priorities for the TCO. The Technology Commercialization Advisory Board will be invited to participate in program reviews of the TCO.
  - (3) Technology Development Investment.
    - (i) NNSA has agreed to allocate as an item of Laboratory overhead \$1,000,000 annually, which in addition to any funds from external sponsors will fund TC Program activities. In the event the technology commercialization program generates revenues, those revenues may be deposited to the indirect account originally charged for the program, or otherwise handled as a miscellaneous receipt and deposited with the U.S. Treasury.

Laboratory employees, in accordance with, and consistent with conflict of interest requirements as described in this Appendix; and

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- (ii) The Contractor may also use its own funds for non-federal work, either as advance funding or for continuation of work should a non-federal work for others sponsor fail to fully fund its project. However, such a circumstance is limited to the term and scope of the original Non-Federal Strategic Partnership Project agreement. Such Contractor funds are in addition to, and not limited by, the annual NNSA allocation stated above.

- (d) **Coordination with Triad's network of resources that includes but is not limited to:** Battelle Memorial Institute, University of California, Texas A&M University, as well as the related regional governments, universities, economic development and nonprofit organizations within the state. The Contractor will seek to develop partnerships and programs to facilitate technology commercialization between the Laboratory and new, emerging, or established New Mexico businesses with the objectives of: 1) reducing the region's dependence on the Laboratory; and 2) promoting regional economic diversification.

The Contractor will:

- (1) Seek out targeted partnerships and programs that facilitate technology commercialization from the Laboratory to businesses starting and growing in New Mexico.
- (2) Support state of New Mexico initiatives to bring the technology and expertise of the national laboratories to New Mexico's small businesses and to enable New Mexico businesses access to Laboratory resources to mature their technology, including the use of New Mexico statutes such as the Technology Readiness Gross Receipts Tax Credit and the Laboratory Partnership with Small Business Tax Credit Act; and.
- (3) Collaborate with other New Mexico national laboratories to promote technology maturation, product development, and business start-ups to advance technology commercialization and support economic development in the State.

- (e) Third Party Agreements. The TCO may utilize external firms and consultants with recognized experience in new business formation, marketing, finance, and licensing to assist in executing the responsibilities of the TCO. To the extent permitted by law and the terms of this Contract, such firms may be retained on a profit sharing or commission basis to provide commercial market incentives to successful commercialization of Laboratory technologies.

- (f) Pricing.

- (1) The Laboratory's methodology for determining costs charged for research and technical consulting efforts funded from non-federal sources located in New Mexico, with a focus in northern New Mexico (which includes Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos Counties, and eight Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, San Juan, Santa Clara,

Taos, and Tesuque), will ensure that this work is not unduly burdened with overhead costs incurred for the primary benefit of Government programs. "Non-federal sources" excludes non-federal entities using federal procurement contract funds (as the term "procurement contract" is described in 31 U.S.C. § 6303), except as approved by the Contracting Officer.

- (2) For private businesses located in New Mexico, the Laboratory will ensure that each business has: (i) a New Mexico tax number, (ii) a *bona-fide* New Mexico place of business, and (iii) certified that the results of the work are expected to aid in retaining or creating employment in New Mexico.
  - (3) Pricing of work with public sector entities under this section will be limited to state agencies; local government agencies; tribal governments located in New Mexico; and school districts located in New Mexico.
  - (4) The amount of overhead cost not related to the scope of work for these efforts will be taken into consideration in determining the appropriate overhead rates applied to such work. Such overhead rates are subject to review by NNSA.
- (g) Litigation, Claims and Indemnification. The operations of the TCO will be subject the same terms and conditions as other operations of the Contractor under this Contract.
- (h) Intellectual Property. Intellectual Property Rights are subject to the following provisions of the Contractor's Section I Clauses entitled "Rights in Data – Technology Transfer," "Technology Transfer Mission," and "Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor".
- (i) Entrepreneurial Leave of Absence. The authorization of entrepreneurial leave is subject to the Contractor's "Leave Without Pay" policies.
- (j) Conflicts of Interest.
- (1) The participation of Laboratory employees in the process of technology transfer and commercialization is essential to meeting the mission objectives of both the Contractor and NNSA. It is acknowledged that it is reasonable for Laboratory employees to participate in such activities in both their official capacity as Laboratory employees and in their private capacity, subject to appropriate policy limitations. These policy limitations naturally prohibit an employee from participating, actively or through substantial financial interest, in a business which utilizes a Laboratory technology or receives a Laboratory intellectual property license related to the employee's Laboratory duties.
  - (2) Credibility and public trust require that any conflict of interest issues that arise be managed so as to enable successful technology commercialization while also

protecting legitimate interests of NNSA and the Contractor. To this end, the Contractor will implement a Laboratory-wide Conflicts of Interest Compliance Plan in accordance with Contract's Section H clause entitled "Conflicts of Interest Compliance Plan" that will require disclosure of conflicts of interest and potential conflicts of interest in all technology commercialization activities, and will implement institutional mechanisms to independently identify and mitigate or eliminate apparent, actual or potential conflicts. NNSA and the Contractor explicitly recognize that potential conflicts can arise.

- (3) The Contracting Officer will work with the Contractor in such instances to assure that beneficial collaborations between the Laboratory and the private sector are accomplished so long as potential conflicts are fully disclosed and are appropriately managed to avoid apparent conflicts, where possible, and to avoid actual conflicts of interest.
- (4) Potential conflicts can usually be adequately managed through the Contractor applying a Laboratory-wide Conflicts of interest Compliance Plan, in addition to other requirements of this Contract, in connection with:
  - (i) Laboratory employee ownership of equity interests in companies with which the Laboratory has a partnership agreement;
  - (ii) Laboratory employee ownership of interests in companies based on Laboratory technologies, where the Laboratory technologies are unrelated to the employee's job assignments or responsibilities;
  - (iii) Laboratory employees consulting or working for others in their private capacities, outside of their employment with the Laboratory;
  - (iv) Laboratory employees receiving royalties from the Contractor's licenses of Laboratory intellectual properties; and
  - (v) Laboratory employees retaining title to Laboratory intellectual property through waiver or election.
- (k) Annual Program Review. A program review involving the Laboratory, the Technology Commercialization Advisory Board and recognized experts on economic development and technology commercialization programs will be conducted annually and will seek, among other things, to review previous year's performance and set performance targets for the technology commercialization. A copy of the Annual Program Review will be sent to the Contracting Officer. The following indicators will be included in the annual review to assess the strategic direction of the program:
  - (1) Number of companies established or assisted as a result of TC Program activities.



- (2) Number of licenses executed with companies as a result of TC program activities.
- (3) Number of start-ups by Laboratory employees on entrepreneurial leave.
- (4) An impact assessment of TC Program activities, addressing the following:
  - (i) jobs created as a result of TC Program activities;
  - (ii) startup business status after one, two, and three years of business activity;  
and
  - (iii) overall economic impact of TC Program on the region.
- (5) Survey of customers and stakeholders, e.g., regional community leaders, NNSA program managers, and national leaders, to determine satisfaction with the TC Program.
- (6) Data on the numbers of employees taking entrepreneurial leave and the costs of such leave, including the cost of benefits provided, and an analysis of the effectiveness of such leave on promoting technology commercialization.

Reporting requirements for Laboratory Partnership with Small Business Tax Credit Act and the Technology Readiness Gross Receipts Tax Credit—Technology Readiness Gross Receipts Tax Credit Fund Act will be provided directly to the New Mexico Taxation and Revenue Department, the New Mexico Economic Development Department and an appropriate legislative interim committees as outlined in each Act. A copy of reports submitted to the state of New Mexico will be included in the Appendix N Annual Report.

Laboratory Partnership with Small Business Tax Credit Act - The annual report shall summarize activities related to and the results of the small business assistance programs that were provided by one or more national laboratories and shall include:

- 1) a summary of the program results and the number of small businesses assisted in each county;
- 2) a description of the projects involving multiple small businesses;
- 3) results of surveys of small businesses to which small business assistance is provided;
- 4) the total amount of the tax credits claimed pursuant to the Laboratory Partnership with Small Business Tax Credit Act for the year on which the report is based; and
- 5) an economic impact study of jobs created, jobs retained, cost savings and increased sales generated by small businesses for which small business assistance is provided.

Technology Readiness Gross Receipts Tax Credit—Technology Readiness Gross Receipts Tax Credit Fund Act - The annual report shall summarize activities related to and the results of the

technology readiness assistance programs created by the national laboratories and shall include:

- 1) a description of each business's technology that has received technology readiness assistance, including progress toward technology maturation and whether, and to what extent, the business is still doing business in New Mexico;
- 2) results of surveys of businesses to which technology readiness assistance is provided;
- 3) the total amount of the technology readiness gross receipts tax credits received in the previous State fiscal year; and
- 4) an economic impact study performed by an uninterested third party.