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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 4 | |
| 2. AMENDMENT/MODIFICATION NO. M0001 | | 3. EFFECTIVE DATE See Block 16C | | 4. REQUISITION/PURCHASE REQ. NO. ZEROREQ-OCHCO-15-0138 | |
| 5. PROJECT NO. (If applicable) | | 6. ISSUED BY U.S. NRC - HQ Acquisition Management Division Mail Stop: 3WFN-05-C64MP Attn: Rob Robinson - 301-287-0905 Washington DC 20555-0001 | | 7. ADMINISTERED BY (If other than Item 6) U.S. NRC - HQ Acquisition Management Division Mail Stop: 3WFN-05-C64MP Washington DC 20555-0001 | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) BERLITZ CORPORATION 400 ALEXANDER PARK ATT: CHRISTOPHER EKVALL PRINCETON NJ 08540-6306 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | | 9B. DATED (SEE ITEM 11) | |
| CODE 156326167 FACILITY CODE | | x 10A. MODIFICATION OF CONTRACT/ORDER NO. NRC-HQ-84-14-A-0001 NRC-HQ-84-14-O-0002 | | 10B. DATED (SEE ITEM 13) 09/26/2014 | |

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 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)

2014-X0200-FEEBASED-84-84D003-51-N-192-T8485-251F

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

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| 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). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D. OTHER (Specify type of modification and authority) FAR 52-243-3 Changes- Time and Material or Labor Hours (SEP 2000) |

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

GSA Contract #: GS-10F-0138T

The purpose of this modification is to 1) modify Section A.3 of this order; 2) Extend to period of performance; and 3) change the Contract Specialist from Richard Robinson to Geoffrey Coleman. See the continuation page for detailed changes.

Period of Performance: 09/26/2014 through 09/25/2016 (Changed)

Total Order Ceiling Amount: \$47,540.00 (Unchanged)

Total Order Obligated Amount: \$47,540.00 (Unchanged)

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.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) Christoph E. Ekvall Dir. USFWS | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERIKA EAM | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | | 16C. DATE SIGNED 05/08/2015 | |
| 15C. DATE SIGNED 12.8.15 | | 16B. DATE SIGNED | |

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

SUNSI REVIEW COMPLETE

TEMPLATE - ADMIN

MAY 06 2016

ADMIN002

Accordingly, the following changes are hereby made:

- 1) Section A.3 "STATEMENT OF WORK - "FOREIGN LANGUAGE TRAINING" shall be deleted in its entirety and replaced with the following:

"A.3 STATEMENT OF WORK - "FOREIGN LANGUAGE TRAINING"

A.3.1 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) sends several NRC staff members to work with foreign countries for a period of one year as liaisons providing analysis and development of regulatory policy. In order to accomplish this task, the NRC staff member will need to learn how to speak, listen and interpret, read, and write standard as well as technical foreign languages in order to work with the nuclear agency and engineers.

A.3.2 OBJECTIVE

The objective of this Statement of Work (SOW) is to obtain a Contractor to provide Jennifer Davis, with intensive and immersive language training in the areas of speaking, listening, reading and writing to support work being performed in France. Additionally provide an additional student (TBD) with intensive and immersive language training in the areas of speaking, listening, reading and writing to support work being performed in TBD

A.3.3 STATEMENT OF WORK

The Contractor shall provide training, at a minimum, to meet the following requirements. The Contractor shall:

- Train Jennifer Davis to Level 2 (ILR) scale of language proficiency.
- Train additional student (TBA) to Level 2 (ILR) scale of language proficiency.
- Provide a training plan, via email, to the Contract Officer Representative (COR) and to the individual during the first week of training which outlines the objectives and milestones that need to be reached.
- Provide a customized curriculum to meet the need for work-related vocabulary.
- Provide training with a qualified instructor. Contractor shall provide all necessary resources and training materials.
- Provide a pre-test to assess the needs of the NRC employee.
- Provide 2 to 3 hours of daily independent study (homework), Monday thru Friday.
- Provide monthly progress reports on the individual and internal level checks on how they are progressing in learning the language.

- Provide training in speaking, listening and reading the particular language to support a competency rating of Level 2 ILR scale of language proficiency within 6 months with a maximum of 600 hours depending on level at initial testing.
- Provide basic training and vocabulary to support professional and personal discussions on business, scientific, and nuclear power topics.
- Provide counselling sessions, phone lessons and one-on-one teaching to ensure that the staff member is learning the language at a reasonable pace.
- Provide evaluation at the end of the course of instruction and shall provide certification of the competence level achieved.
- Provide follow on training on an as needed basis.

A.3.4 PERFORMANCE REQUIREMENTS

The Contractor shall comply with the following requirements:

- Student must achieve Level 2 ILR scale of language proficiency within 6 months and within a maximum of 600 hours depending on level when originally tested.
- Provide a basis for the recommended training program which includes demonstration of experience and competence in providing such intensive training and demonstration of competence in evaluation and certification of fluency.

A.3.6 PERIOD OF PERFORMANCE

The requirements contained within this Statement of Work shall be performed within the time frame specified below:

6 months

A.3.7 PLACE OF PERFORMANCE

The Contractor shall perform services primarily at the Contractor's training center. The Agency's travel budget as well as the individual requiring the training does not permit an extended assignment to complete the training course outside of the residing area of the student. This student is located at the Rockville, Maryland location. Second student location TBD.

In addition, the contractor shall have the capability to provide overseas training on an as needed basis (either remotely or in-person)."

- 2) Section A.7 NRCF032 "Task/Delivery Order Period of Performance (SEP 2013)" shall be deleted in its entirety and replaced with the following:

"A.7 NRCF032 Task/Delivery Order Period of Performance (SEP 2013)

This order shall commence on 09/26/2014 and will expire on 09/26/2016."

- 3) This modification also changes the Contract Specialist from Richard Robinson to Geoffrey Coleman. Mr. Coleman can be reached at 301-415-5517 or via email at Geoffrey.Coleman@nrc.gov.

All other terms and conditions remain unchanged.