



UNITED STATES  
NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

MAY 08 1997

Regents of the University of California  
Attn: David Mayo, Contracting Officer  
Office of Research  
University of California, Santa Barbara  
Santa Barbara, CA 93106-2030

SUBJECT: CLOSEOUT OF CONTRACT NO. NRC-04-90-046

Dear Mr. Mayo:

We have reviewed the subject contract file documentation and have determined that all actions have been completed.

Total payment in the amount of \$900,798.10 has been accomplished. A deobligation to the contract in the amount of \$106.90 is being accomplished by this letter. No contract modification will be issued. All obligations have been met by the parties and the contract is officially closed out.

Sincerely,

Mary H. Mace, Contracting Officer  
Technical Acquisition Branch No. 1  
Division of Contracts  
Office of Administration

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PDR CONTR  
NRC-04-90-046 PDR

*for 1/1*

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document 1/14

CONTRACTOR'S RELEASE

Contract No. NRC-04-90-046

Pursuant to the terms of Contract No. NRC-04-90-046 and in consideration of  
the sum of Nine hundred thousand, seven hundred  
eighty-eight dollars and ten cents Dollars  
(\$ 900,798.10) which has been or is to be paid under the said contract to

The University of California, Santa Barbara, Santa Barbara CA 93106  
(Contractor's name and address). (herein after called the  
Contractor) or its assignees, if any, the Contractor, upon payment of the said  
sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does  
remise, release, and discharge the Government its officers, agents, and  
employees, of and from all liabilities, obligations, claims, and demands  
whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the  
amounts are not susceptible of the exact statement by the Contractor, as  
follows:
2. Claims together with reasonable expenses incidental thereto, based  
upon the liabilities of the Contractor to third parties arising out of the  
performance of the said contract, which are not known to the Contractor on the date  
of execution of this release and of which the Contractor gives notice in  
writing to the Contracting Officer within the period specified in the said  
contract.
3. Claims for reimbursement of costs (other than expenses of the  
Contractor by reason of his indemnification of the Government against patent  
liability), including reasonable expenses incidental thereto, incurred by the  
Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and claims which  
are not released as set forth above, that he will comply with all of the  
provisions of the said contract, including without limitation those provisions  
relating to notification to the Contracting Officer and relating to the  
defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 10th day of  
April, 1996

(Contractor)

WITNESSES \_\_\_\_\_

BY Constance J. Smith

TITLE \_\_\_\_\_

(NOTE: In the case of a corporation, witnesses are not required, but the  
certificate on page 2 of this CONTRACTOR'S RELEASE must be completed).

NRC FORM 450

U. S. NUCLEAR REGULATORY COMMISSION

APPROVED BY OMI, NO. 3150-0114

EXPIRES: 6/30/98

(5-92)

## GENERAL ASSIGNMENT

ESTIMATED BURDEN PER RESPONSE TO COMPLY WITH THIS INFORMATION COLLECTION REQUEST: 2 HOURS. NRC REQUIRES THIS INFORMATION TO SECURE ALL RIGHTS, TITLES, AND INTEREST TO REFUNDS ARISING OUT OF THE CONTRACT PERFORMANCE. FORWARD COMMENTS REGARDING BURDEN ESTIMATE TO THE INFORMATION AND RECORDS MANAGEMENT BRANCH (MNRB 7714), U.S. NUCLEAR REGULATORY COMMISSION, WASHINGTON, DC 20555-0001, AND TO THE PAPERWORK REDUCTION PROJECT (3150-0114), OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

Pursuant to the terms of contract number NRC-90-046 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, (Contractor) University of California, Santa Barbara with its principal place of business at Santa Barbara, California, does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all rights, title and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks made payable to the Treasurer of the United States for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms thereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 14 day of March, 1997

## CONTRACTOR

University of California, Santa Barbara

BY

Connie S. Feeley

TITLE

Manager, Extramural Fund Accounting

## CERTIFICATION

Dale O'Donnell certify that I am the Manager, General Accounting

of the corporation named as Contractor in the foregoing assignment, that Connie S. Feeley

who signed said assignment on behalf of the Contractor was then the (Officer) Manager, Extramural Fund Accounting

of said corporation; that said assignment was duly signed for and on behalf of said corporation by authority of its government body and is within the scope of its corporate powers.

Dale O'Donnell

(Corporate Seal)

Please note: the University of California corporate seal is kept by the Office of the President of the University in Oakland, California and is not available to the public.

|                   |              |      |                   |             |   |
|-------------------|--------------|------|-------------------|-------------|---|
| Post-it® Fax Note | 7671         | Date | 5/7               | # of Copies | 2 |
| To                | Stephen Perl | From | Kelly Doerflinger |             |   |
| Co. Name          | NRC          |      | UCSB              |             |   |
| Phone #           | 202-555-5555 |      | 202-555-5555      |             |   |

NRC FORM 460

U. S. NUCLEAR REGULATORY COMMISSION

APPROVED BY CMB NO. 3150-0114

EXPIRES 12/30/96

## GENERAL ASSIGNMENT

ESTIMATED BURDEN PER RESPONSE TO COMPLY WITH THIS INFORMATION COLLECTION REQUEST: HOURS NRC REQUIRES THIS INFORMATION TO SECURE ALL RIGHTS, TITLES, AND INTEREST TO REFUNDS ARISING OUT OF THE CONTRACT PERFORMANCE. FORWARD COMMENTS REGARDING BURDEN ESTIMATE TO THE INFORMATION AND RECORDS MANAGEMENT BRANCH (INR-ET-1), U.S. NUCLEAR REGULATORY COMMISSION, WASHINGTON, DC 20555-0001 AND TO THE PAPERWORK REDUCTION PROJECT (3150-0114), OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

Pursuant to the terms of contract number NRC-04-92-050 and in consideration of the reimbursement of costs and payment of fee as provided in the said contract and any assignment thereunder, (Contractor) the University of California, Santa Barbara

with its principal place of business at Santa Barbara, California does hereby:

1. Assign, transfer, set over, and release to the UNITED STATES OF AMERICA (hereinafter called the Government), all rights, title and interest to all refunds, rebates, credits, or other amounts (including any interest thereon) arising out of the performance of said contract together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, or other amounts (including any interest thereon) due or which may become due, and to promptly forward to the Contracting Officer checks made payable to the Treasurer of the United States for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the Contracting Officer as stated in the said contract and may be applied to reduce any amounts otherwise payable to the Government under the terms thereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith, and to permit the Government to represent it at any hearing, trial, or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this 6th day of May, 19 97

## CONTRACTOR

University of California, Santa Barbara

BY

Connie S. Feeley *Connie S. Feeley* TITLE Manager, Extramural Fund Accounting

## CERTIFICATION

Dale O'Donnell certify that I am the Manager, General Accounting

of the corporation named as Contractor in the foregoing assignment, that Connie S. Feeley

who signed said assignment on behalf of the Contractor was then the (Officer) Manager, Extramural Fund Accounting

of said corporation; that said assignment was duly signed for and on behalf of said corporation by authority of its government body and is within the scope of its corporate powers.

*Dale O'Donnell*

(Corporate Seal)

Please note: The University of California corporate seal is kept at the University's Office of the President, in Oakland, California, and is not available to the nine campuses on a daily basis.