

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. <b>10</b>	3. EFFECTIVE DATE <b>Same as Bk. 16C</b>	4. REQUISITION/PURCHASE REQ. NO. <b>4200164362</b>	5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>NASA Shared Services Center Procurement Office, Bldg. 5100 Stennis Space Center, MS 39529-6000 Attn: Ann Sharpe</b>		14. ADMINISTERED BY (If other than Item 6)		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)  <b>COMPUTER SCIENCES CORPORATION Information Technology &amp; Science Solutions Division 7700 Hubble Drive Lanham Seabrook, MD 20706</b>			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>NNX05AA01C</b>
				10B. DATED (SEE ITEM 13) <b>May 17, 2005</b>
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 8 and 15, and returning one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Continuation Page

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

(4)	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) <b>Contract Section I FAR Clauses 52.232-22, "Limitation of Funds" (APR 1984) and 52.243-2, "Changes-Cost Reimbursement," AUG 1987 w/Alt II, APR 1984</b>

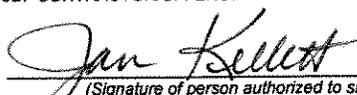
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

	<u>Contract Amount</u>	<u>Incremental Funding</u>
Prior Amount	\$ [REDACTED]	[REDACTED]
This Action	\$ [REDACTED]	[REDACTED]
New Total	\$ [REDACTED]	[REDACTED]

See Continuation Page

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) <b>JAN KELLETT Contract Administrator</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>ANN SHARPE Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED <b>06/29/06</b>
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED <b>6/29/2006</b>

BLOCK 14 CONTINUED, DESCRIPTION OF AMENDMENT/MODIFICATION.

A. The purpose of this Modification is to (1) provide for incremental funding for the work being performed under the Contract and (2) incorporate NASA Far Supplement (NFS) clauses 1852.237-72, "Access to Sensitive Information" and 1852.237-73, "Release of Sensitive Information." Accordingly, the contract document is changed as follows, which is at no increase in cost to the Government.

1. SECTION B.3 is superceded by the following:

**"B.3 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)**

- (a) For purposes of payment of cost, exclusive of fee, pursuant to the Limitation of Funds clause, the total amount allotted by the Government to this contract is [REDACTED] which represents an increase of [REDACTED]. This allotment is for services provided in support of the NASA Shared Services Center and covers the following estimated period of performance: **June 1, 2005 through August 18, 2006.**"
- (b) An additional amount of [REDACTED] is obligated under this contract for payment of provisional fee."
- (c) Recapitulation of funding is as follows:

	Previous	This Action	Current
• Target Cost	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
• Provisional Award Fee	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
• Earned Award Fee	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
Total Sum Allotted	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

Accounting and Appropriation Data is provided in ATTACHMENT 1 to this Modification.

2. The following NASA FAR Supplement (NFS) clauses are hereby incorporated in full text into SECTION G of the Contract via ATTACHMENT 2 to this document.

- a. Section G.10, "ACCESS TO SENSITIVE INFORMATION" (NFS 1852.237-72) (JUNE 2005).
- b. Section G.11, "RELEASE OF SENSITIVE INFORMATION" (NSF 1852.237-73) (JUNE 2005).

B. Contractor's Statement of Release:

In consideration of the modification(s) agreed to herein as complete equitable adjustments of Computer Sciences Corporation's (CSC) letter dated June 2, 2006, received in response to NASA/NSSC's letter of May 17, 2006, wherein CSC provides there'll be no cost impact resulting from these contract changes, the Contractor hereby releases the Government from any and all liability under the Contract for further equitable adjustments attributable to such facts or circumstances giving rise to the contract changes set forth herein.

C. Except as provided herein, all terms and conditions of the document referenced in Item 10A, as heretofore changed, remain unchanged and in full force and effect.

**G.10 ACCESS TO SENSITIVE INFORMATION (NSF 1852.237-72) (JUNE 2005)**

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
  - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
  - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
  - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
  - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

**(End of clause)****G.11 RELEASE OF SENSITIVE INFORMATION (NSF 1852.237-73) (JUNE 2005)**

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

**G.11 RELEASE OF SENSITIVE INFORMATION (Continued)**

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

**G.11 RELEASE OF SENSITIVE INFORMATION (Continued)**

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

**(End of clause)**