

DEC 15 2010

**MODIFICATION NO. 3 TO THE INTERAGENCY AGREEMENT BETWEEN
THE U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC)
AND THE
DEPARTMENT OF ENERGY (DOE)/NATIONAL NUCLEAR SECURITY
ADMINISTRATION (NNSA)/SANDIA SITE OFFICE (SSO) (CPSC-I-09-0020, SNL Prop
018090709)**

M. J. 3

TITLE: Electrical and Fire Safety Component Analysis and Accelerated Corrosion Testing

I. PROJECT OVERVIEW

Imported drywall installed in U.S. homes from about 2004 to 2006 appears to be causing corrosion to central air conditioner evaporator coils, copper plumbing and exposed copper wiring. There have been reports of failure of electric appliances, TVs and switches in affected homes. A spectrum of health effects have been reported by residents as well. The CPSC technical staff is responsible for assessing the health and safety risks that may be posed by the emissions of this drywall. The testing at Sandia National Laboratories (SNL) set forth in the baseline IAG consists of two major phases: (1) examination of various components removed from affected residences and (2) a qualitative assessment of the reaction of new components to elevated levels of gases as part of an accelerated corrosion test program.

While most of the work requested under the original agreement and Modifications No. 1 and 2 has already been completed, corrosion chamber testing took longer to start and to complete than anticipated, and testing is still in progress. Additional time is needed to complete the exposure of fuel gas distribution components within the chamber.

II. PROPOSED NEW WORK

No new work is proposed under Modification No. 3 of the agreement. The purpose of this modification is to provide a no-cost extension to the period of performance.

III. DELIVERABLES

There are no additional deliverables under Modification No. 3 of the agreement.

IV. FUNDING

There are no additional funds being furnished under Modification No. 3 of the agreement.

V. TIMING

The period of performance shall be extended from December 22, 2010 to March 15, 2011.

VI. REPORTING REQUIREMENTS

There are no additional reporting requirements under Modification No. 3 of the agreement.

VII. CONFIDENTIALITY REQUIREMENTS

This work is being funded to support a federal investigation that has potential for litigation. Except as may be required by the Freedom of Information Act or any other provisions of law or order from a court of competent jurisdiction, any information developed from this IAG must be held in the strictest of confidence and may not be shared with outside entities unless permission is granted by CPSC.

Notwithstanding the forgoing, SNL shall have the right to publish all information developed from this IAG, and to create derivative information there from, without restriction or permission, once CPSC has completed its regulatory action.

VIII. ACCOUNTING DATA

For CPSC:

ALC: 61-00-0001
TIN: 520978750
DUNS: 069287522
US TREAS CODE: 6190100
0100A11DPS 2011 3371200000
EXFM004400 253A0 \$0.00

For DOE:

ALC: 89-00-0001
TIN: 530197006
DUNS: 155505027
US TREAS CODE:

IX. DISAGREEMENTS

In the event that CPSC and DOE/NNSA/SSO or SNL have a disagreement arising under this Interagency Agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

X. POINTS OF CONTACT

For CPSC:

Mark Gill
Directorate for Engineering Sciences
Consumer Product Safety Commission
4330 East West Highway, Room 611-20
Bethesda, Maryland 20814-4408
Phone: (301) 504-7568
Email: mgill@cpsc.gov

For SNL:

Jill Glass
Materials Reliability
Dept. 1825, MS0889
Sandia National Labs
Albuquerque, NM 8715-0889
Phone: (505) 845-8050
Email: sjglass@sandia.gov

XI. AUTHORITY

1. This Agreement is authorized under Section 27(g) of the Consumer Product Safety Act (15 U.S.C. 2076(g)).
2. The requesting Agency (CPSC) has determined that entering into an agreement with DOE/NNSA is in compliance with competition requirements in Federal Acquisition Regulation (FAR) Part 6, Section 6.002, Limitations; and
3. To the best of the requesting Agency's knowledge, the work will not place DOE/NNSA and their contractors in direct competition with the domestic private sector (reference FAR 17.504(e)).

XII. PERIOD OF AGREEMENT

This Agreement will remain in effect, upon acceptance by both parties, through March 15, 2011. It may be modified by mutual written consent or terminated by either party upon a 30-day advance written notice to the other party.

XIII. APPROVALS

For CPSC:

SIGNATURE


Donna Hutton

TITLE

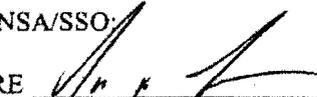
Contracting Officer

DATE

12/14/2010

For DOE/NNSA/SSO:

SIGNATURE


DAVID A. FERGUSON

TITLE

Contracting Officer

DATE

12/15/10