

Department of Health and Human Services
National Institutes of Health
Agency Agreement and Clearance

<input type="checkbox"/> Intra-agency Agreement (within NIH) <input checked="" type="checkbox"/> Inter-agency Agreement (outside NIH)	Title of the Agreement NIH Excess Equipment Disposal Service
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Summary of Substance of the Agreement (include purpose, resources committed: funds, personnel, equipment, facilities, etc.)
 OLAO/DPPS provide centralized excess equipment disposal services.

Delegations of Authority Under the Agreement This agreement is made under the authority of the Economy Act, approved June 39m 1932 as amended (31 USC 1535 and 1536) and under the provision of the GAO Policy and Procedures Manual, Title 7, Sections 8.4 and 13.2(1).	Billing Information <table style="width:100%;"> <tr> <td style="width:50%;"> Paying Agency Agency Location Code: 75 080031 Address: NIH/OFM/OGV'T 9000 Rockville Pike 31/B1B07 Bethesda, MD 20892 </td> <td style="width:50%;"> Receiving Agency Agency Location Code: 31000001 EIN: 52-1009222 Address: USNRC 11555 Rockville Pike Rockville, MD 20852 MAIL STOP: 02G11 </td> </tr> </table>	Paying Agency Agency Location Code: 75 080031 Address: NIH/OFM/OGV'T 9000 Rockville Pike 31/B1B07 Bethesda, MD 20892	Receiving Agency Agency Location Code: 31000001 EIN: 52-1009222 Address: USNRC 11555 Rockville Pike Rockville, MD 20852 MAIL STOP: 02G11
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Period of the Agreement FY2003			

Accounting Information					Signatories (Name, Title)	Date
Paying Federal Agency	Agreement Number (for NIH Y1/Y2)	Appropriation	CAN	Amount		
US/NRC	NRC-10-01-136			\$5,000.00	SEE ATTACHED	
					Robert B. Webber Contracting Officer, NRC	

Accounting Information					Signatories (Name, Title)	Date
Receiving Federal Agency	Agreement Number (for NIH Y3)	Appropriation	CAN	Amount		
NIH/OD/OLAO	Y3-OD-3494	75x4554	3-8328584	\$5,000.00	Leamon M. Lee, Ph.D. Associate Director for Administration, NIH	9-25-03

NIH Project Officer, ICD, Phone Michael Showers (301)496-5711	NIH Administrative/Budget Office Contact, ICD, Phone Nancy C. Winston, AO/OLAO 435-3653
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DHHS/NIH Clearances	ICD: Signature:
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NRC FORM 662 (10-2000) U.S. NUCLEAR REGULATORY COMMISSION AWARD OF INTERAGENCY AGREEMENT		1. DATE OF ISSUE 09/16/2003	2. AGREEMENT NUMBER NRC-10-01-136	3. MOD NO. 3	
9. ISSUED BY U.S. NUCLEAR REGULATORY COMMISSION WASHINGTON, DC 20555-0001		10. NAME AND ADDRESS OF SERVICING AGENCY National Institute of Health Office of Logistic Management/DHHS 6011 Executive Blvd, Suite 637 Rockville, MD 20852			
PROJECT MANAGER Bruce Ridgely	OFFICE ADM	4. AGENCY LOCATOR NO. 31000001		5. B & R NUMBER 34015-511306	
TELEPHONE NUMBER 301-415-2161	FACSIMILE NUMBER 301-415-3420	7. BOC 253A		8. DOCUMENT IDENTIFICATION NUMBER ADM-01-136	
11. JOB CODE TITLE Excess Equipment Disposal			12. AGREEMENT PERFORMANCE PERIOD BEGIN END 10/01/2002 09/30/2004		
13. OBLIGATION AVAILABILITY PROVIDED BY					
A. THIS ACTION			\$	0	
B. TOTAL PLACED PRIOR TO THIS ACTION WITH THE PERFORMING ORGANIZATION UNDER THIS JOB CODE FOR THIS FISCAL YEAR			\$		
C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR			\$		
D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT			\$	5,000	
14. ATTACHMENTS THE FOLLOWING ATTACHMENTS ARE MADE A PART OF THIS AGREEMENT <input type="checkbox"/> STATEMENT OF WORK <input type="checkbox"/> ADDITIONAL TERMS AND CONDITIONS <input checked="" type="checkbox"/> OTHER (Specify) <u>modified terms and conditions</u>		15. SECURITY <input type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES CLASSIFIED INFORMATION <input type="checkbox"/> WORK ON THIS AGREEMENT INVOLVES SENSITIVE UNCLASSIFIED INFORMATION <input checked="" type="checkbox"/> WORK ON THIS AGREEMENT IS UNCLASSIFIED AND NOT SENSITIVE			
16. FEE BILLABLE UNDER 10 CFR PART 170 <input type="checkbox"/> YES <input type="checkbox"/> NO					
17. REMARKS					
18. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one) <input type="checkbox"/> ENERGY REORGANIZATION ACT OF 1974, AS AMENDED <input type="checkbox"/> OTHER (Specify) <input checked="" type="checkbox"/> THE ECONOMY ACT OF 1932 <input type="checkbox"/> THE CLINGER-COHEN ACT OF 1996					
19. ADVANCE PAYMENT <input checked="" type="checkbox"/> IS NOT AUTHORIZED <input type="checkbox"/> IS AUTHORIZED (Requires approval by Director, DAF/OCFO)					
20. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT					
FY	FY	FY	FY	FY	TOTAL
\$	\$	\$	\$	\$	\$
21. CERTIFICATION OF FUNDS This certifies that funds in the amount cited in Block 13.A. are available in the current fiscal year allotment for work authorized by this agreement.					
FUNDS CERTIFICATION OFFICIAL (Typed Name)			SIGNATURE	DATE	
22. SIGNATURES					
NRC ISSUING AUTHORITY (Typed Name and Title)			SIGNATURE	DATE	
see attached sheet					
SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title)			SIGNATURE	DATE	
see attached sheet					

NRC-10-01-136
Modification No. 3
Page 2 of 2

This interagency agreement (IAA) is modified to extend the period of performance by one year. Accordingly, Section III is hereby replaced with the following:

III. PERIOD OF AGREEMENT

This agreement is extended to cover the period from October 1, 2002, through September 30, 2004. Extensions or modifications of this agreement will be executed using the NIH Form 1742, "Agency Agreement and Clearance," or other form mutually agreeable to both parties. Either party may terminate this agreement after providing 90 days written advance notice to the other party.

All other terms and conditions under this IAA including the ceiling amount of \$5,000.00 remains unchanged.

SUMMARY OF OBLIGATIONS:

Total FY 2001 Obligation Amount:	\$2,500.00
Total FY 2002 Obligation Amount:	\$2,500.00
Cumulative Total of NRC Obligations:	\$5,000.00

The following signatures are affixed hereto in execution of this IAA modification.

VII. OFFICE OF BUDGET AND FINANCE CLEARANCE, OLM/PMD

Leamon M. Lee
Associate Director of Administration
NIH/Property Management Division

Date

Nancy C. Winston
NIH/Budget Officer

Date

VIII. AUTHORIZING SIGNATURES AND DATES



Robert B. Webber
NRC Contracting Officer
Division of Contracts
Nuclear Regulatory Commission

Director of Logistics Management
National Institute of Health
DHHS

9/16/03

Date

Date

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE U.S. NUCLEAR REGULATORY COMMISSION
AND
THE NATIONAL INSTITUTES OF HEALTH**

I. Purpose

This MOU establishes the terms and conditions of an agreement between the US Nuclear Regulatory Commission (NRC) and the National Institutes of Health (NIH). Under terms of this MOU, NIH will provide to NRC centralized excess equipment disposal services. NIH will provide this service within the Washington, D.C. metropolitan area on a cost reimbursable basis.

II. Scope

- A. Excess equipment disposal services shall be available to the NRC and any NRC organizational components NIH agrees to administratively support in the future.
- B. This MOU, or other agreed upon documents, shall be the basis for all funding commitments and transactions incidental to the NIH warehousing, handling, and distribution of surplus NRC equipment. Either party may arrange and commit to add or revise this MOU after the periodic reviews provided for in Paragraph IV. Both parties will document such additional arrangements and/or commitments, sequentially number, sign and attach the agreement to this document as a permanent part.

III. Effective Date and Period of Agreement

This MOU is effective upon the date of the signature of the last party signing this agreement and shall remain in effect indefinitely subject to the availability of the services and the means of reimbursement, or if the results of any periodic review (See Paragraph IV) recommends one or both parties terminate the agreement.

IV. Periodic Review

This MOU is subject to review at any time upon written request of either party, but shall be reviewed during the month of March each year to:

- o Determine the need for continuation, modification or termination of the agreement.
- o Review performance and performance standards to evaluate the quality and timeliness of NIH services and to make any needed changes in performance standards.
- o Adjust any area covered in the terms of this MOU to include the means of reimbursement.

V. Resource Commitment

NIH agrees sufficient staffing, equipment management, equipment and logistics resources are

available to provide NRC a full range of excess equipment services.

VI. Servicing Organizations

- A. NIH, Office of Logistics Management, Property Management Division, will provide excess equipment management support services to NRC and any other Federal agencies and/or organizational units NRC may administratively support now or in the future.
- B. Any successor organization established through reorganization will be responsible to carry out this MOU.

VII. Changes or Termination

- A. Changes to this MOU resulting from reviews either party calls or at scheduled intervals will be documented as described in Paragraph II.B. above. Additional resources, required of either party as a result of the change, should be obtained within 120 days after a) this agreement is signed, or b) changes are agreed upon. The approval authorities for NIH and NRC concerning these changes shall be the following:

Director, Office of Logistics Management
National Institutes of Health
6120 Executive Blvd. EPS-750
Rockville, MD 20852-7240

Associate Director, DFPM
Nuclear Regulatory Commission
Rockville, MD 20852

- B. This agreement may be terminated as follows:
 1. The NRC approval authority listed above provides six months advance notification to NIH. Termination will occur at the beginning of the next fiscal year.
 2. The NIH approval authority listed above provides six months advance notification to NRC. Termination will occur at the beginning of the next fiscal year.
 3. Should NIH terminate the NRC operation or either of the parties terminate this MOU, NIH will assist NRC in the orderly transfer of services and NRC items to the NRC designated facility.

VIII. Staff Coordination

- A. Paragraph VI.A identifies the individuals responsible for the administration and coordination of the terms of this agreement within and for their respective organizations. Copies of this document, pertinent correspondence, and changes or other transactions pertaining to this agreement shall be furnished to each of those individuals.

- B. Responsible individuals identified in Paragraph VII.A. may redelegate the functions of administration and coordination of this agreement. The principals named in Paragraph VII.A. above will approve any modifications to this agreement.

IX. Reimbursement and Accounting Agreements

- A. Form AD-672, "Reimbursable Agreement Between Federal Agencies", or other agreed upon form, will be used to submit billings each month.
- B. Charges for NIH equipment disposal services are designed to pay for the actual costs of the service provided. Based upon the best estimates available, this rate is set at \$400 per month (\$4,800 annually). This is based upon an estimate of 400 NRC equipment items disposed per month times \$1 per item. This rate can be adjusted based upon actual experience and the mutual agreement of NIH and NRC.

X. Terms

NIH will provide NRC with the same quantity and quality of equipment disposal services provided to NIH organizations. Specifically, those services include, but are not limited to:

- o Excess equipment utilization and disposal services, to comply with policy contained in the Federal Property Management Regulations (FPMR) and the NIH Personal Property Management Guide and NRC internal policies and procedures. The service includes disposal of excess equipment from the various NRC offices and facilities in the Washington, D.C. metropolitan area; screening and reutilization of excess equipment within NRC and NIH; and reporting of excess equipment to the General Services Administration on behalf of NIH. NIH will make excess equipment available to NRC and NIH employees on a first come-first served basis as prescribed in the FPMR.

The NRC will:

- o Designate a specific contact person and/or representative to coordinate with NIH the day-to-day activities including safety concerns, delivery schedules, resources requirements, equipment needs, excess equipment removal requests.
- o Designate a specific contact person to resolve issues relating to billings, transfers of funds, invoices for property and/or services.
- o Pick-up and deliver excess NRC equipment to the NIH Gaither Distribution Center at 16050 Industrial Drive, Gaithersburg, Md. NRC shall call the designated NIH contact to schedule all deliveries. Deliveries should include a print-out and a computer disk of data concerning delivered equipment. NIH receiving personnel will sign the transfer documents to relieve NRC of accountability for transferred equipment. The designated NIH and NRC contacts will reconcile any discrepancies.
- o Designate a NRC representative to participate in Interagency Property Council meetings.