

NRC FORM 862 (5-2004)		U.S. NUCLEAR REGULATORY COMMISSION		1. DATE OF ISSUE	2. AGREEMENT NUMBER NRC-IA-37-05-300	3. MOD NO. 3
AWARD OF INTERAGENCY AGREEMENT				4. AGENCY LOCATOR NO. 31000001	5. B & R NUMBER 57B-15-122-160	
6. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop T712 Washington, DC 20555				7. JOB CODE J7002	8. APPROPRIATION SYMBOL 31X0200	
				9. BOC 252A	10. DOCUMENT IDENTIFICATION NUMBER	
				11. NAME AND ADDRESS OF SERVICING AGENCY U.S. Office of Personnel Management Training & Management Assistance Branch ATAS, Center for Talent Services 1900 E Street, NW, Room 1453 Washington, DC 20415-2100		
PROJECT MANAGER Andrea Kock						

12. JOB CODE TITLE Allegation Training Update	13. AGREEMENT PERFORMANCE PERIOD BEGIN: 02/01/2005 END: 12/31/2005
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14. 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	\$ 7,076
C. TOTAL ORDERS TO DATE FOR THIS JOB CODE FOR THIS FISCAL YEAR	\$
D. TOTAL ORDERS TO DATE FOR THIS AGREEMENT	\$ 7,076

15. 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>See Block 18 below</u>	16. 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
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17. FEE BILLABLE UNDER 10 CFR PART 170 YES NO

18. REMARKS
 The purpose of this modification is to extend the period of performance through December 31, 2005, at no additional cost or obligation to NRC.

19. AUTHORITY TO ENTER INTO INTERAGENCY AGREEMENT (Check only one)

ENERGY REORGANIZATION ACT OF 1974, AS AMENDED
 THE ECONOMY ACT OF 1932
 THE CLINGER-COHEN ACT OF 1996
 OTHER (Specify) 5 USC41, USC 13040 & EO 11348

20. ADVANCE PAYMENT IS NOT AUTHORIZED IS AUTHORIZED (Requires approval by Director, DAF/OCFO)

21. ESTIMATED COST FOR FULL PERFORMANCE OF THIS AGREEMENT					
FY 2003	FY	FY	FY	FY	TOTAL
\$ 7,076	\$	\$	\$	\$	\$ 7,076

22. CERTIFICATION OF FUNDS
 This certifies that funds in the amount cited in Block 14.A. are available in the current fiscal year allotment for work authorized by this agreement.

FUNDS CERTIFICATION OFFICIAL (Typed Name) N/A	SIGNATURE	DATE
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23. SIGNATURES

NRC ISSUING AUTHORITY (Typed Name and Title)
Deborah A. Neff, Contracting Officer

SERVICING AGENCY OFFICIAL/DESIGNEE (Typed Name and Title)
Brian S. O'Leary
 Title: Manager
 Assessment and Training Assistance Services Group

Deborah A. Neff 12/12/05
TEMPLATE - ADM001
SISP REVIEW COMPLETE
ADM002

U.S. OFFICE OF PERSONNEL MANAGEMENT INTERAGENCY AGREEMENT BETWEEN FEDERAL AGENCIES FOR DEVELOPMENT OF HUMAN RESOURCES		1a. Agreement Number: NRC-IA-37-05-300	1b. Amendment Number: 01
		2. Fiscal Year: 2006	3. Agreement Ceiling: \$7,076.00
4a. Requesting Agency and Program Office: U.S. Nuclear Regulatory Commission Office of Enforcement Mail Stop: 0-14 E01 Washington, DC 20555-0001		5a. Performing Organization: U.S. Office of Personnel Management Training and Management Assistance Branch ATAS, Center for Talent Services 1900 E Street, NW, Room 1453 Washington, DC 20415-2100	
4b. Contact Name and Telephone Number Andrea Kock, (301) 415-3591		5b. Project Manager Contact and Telephone Number: Stafford Daryl Toliver, (202) 606-5215	
4c. Finance Office Contact and Billing Address (Requesting Agency): U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer Division of Accounting and Finance Mail Stop: T-9 F30 Washington, DC 20555-0001		5c. Finance Office Contact and Telephone Number: TMA Financial Team (202)606-5223 or (202)606-5192	
		6. Funding Authority:	
		a. Previous Agreement Total: \$ 7,076.00 b. New Authority (this form): \$ 0.00 c. Total Authority: \$ 7,076.00	
7. Title of Project (Attach a Detailed Statement of Work): Allegation Training Update			
8. Statutory Authorization: GETA (5 USC 41), OPM Revolving Fund Authority (5 USC 1304) and E.O. 11348			
9. List of Related Correspondence: Statement of Work NRC IAA			
10. DURATION: EFFECTIVE DATES OF PROJECT			
a. Effective Date: 02/01/05		b. Ending Date (Estimate): 03/15/05 12/31/05	
11. METHOD OF PAYMENT			
<input checked="" type="checkbox"/> Direct IPAC (Treasury On-Line Payment and Collection System) - ALC required, see Block 12c. <input type="checkbox"/> Direct 1080 <input type="checkbox"/> Direct MT (OPM S & E) <input type="checkbox"/> Direct LT (OPM RF) <input type="checkbox"/> Deobligation of Funds <input type="checkbox"/> Transfer of Funds to <input type="checkbox"/> Other _____			
12. FINANCING (REQUESTING AGENCY)		13. FINANCING (PERFORMING AGENCY)	
a. Appropriation Symbol and Title: 31X0200		a. Appropriation Symbol and Title: 24X4571	
b. Agency Accounting Data: B&R# 57B-15-122-160; Job Code: J7002; BOC:252A		b. Index and Project Code, Object Class, Phase, Program Year: 2006,3T,02,02EA, 02EA3TTAAX , 2551,51,RM	
c. Treasury Agency Location Code (ALC): 31000001		c. Treasury Agency Location Code (ALC): 24-000001	
14. APPROVAL FOR REQUESTING ORGANIZATION		15. APPROVAL FOR PERFORMING ORGANIZATION	
Signature: Deborah A. Neff Date: 12/12/05		Signature: Brian O'Leary Date: 12/12/05	
Typed or Printed Name: Deborah A. Neff		Typed or Printed Name: Brian O'Leary, Manager	
Title: Contracting Officer		Title: Assessment and Training Assistance Services Group	

SEE REVERSE FOR INTERAGENCY AGREEMENT TERMS AND CONDITIONS

SISP REVIEW COMPLETE

INTERAGENCY AGREEMENT TERMS AND CONDITIONS

1. General.

OPM Form 1617, the Statement of Work, and appropriate funding documents constitute an Interagency Agreement between the Requesting Agency listed in Block 4 and the U.S. Office of Personnel Management. This agreement is in effect when signed by both parties.

2. Legislative Authority.

This interagency training development program is governed by the Government Employees Training Act (5 U.S.C. Chapter 41), OPM Revolving Fund Authority (5 U.S.C. 1304) and Executive Order 11348. This program is also governed by the Federal Procurement Act (41 U.S.C. 423), ethics and prohibited practices Executive Order 12674, Government Printing Office requirements, the Privacy Act, and the Freedom of Information Act. Both parties agree to comply with all authorities cited in this agreement.

3. Financing.

Charges for products will be firm, fixed priced and shall be comprehensive and based on actual direct and indirect costs. OPM charges a management fee for all work orders issued based on project size. The ultimate and actual cost of the project can only be determined after receipt of a management plan, usually within 30 days after the start of the project. The actual cost will be communicated to the requesting agency. If the actual cost exceeds the funds obligated with this agreement, the Statement of Work scope may have to be narrowed or additional funds must be obligated. If the actual cost is less than the amount obligated, OPM will return excess funds at the direction of the requesting agency.

4. Modifications.

Any changes in the terms of this agreement, modification of the Statement of Work, changes in economic factors not presently known, etc., must be made in writing and agreed to by both the requesting and performing agencies.

5. Contract Management and Administration.

OPM maintains and manages contracts with a group of firms for *Research and Development in Instructional Systems Development, Performance Management, and Workforce Productivity*. OPM is responsible for all aspects of contract administration, including modification of task orders, final selection of contractor, quality assurance, and quality control.

6. Project Management.

OPM will manage the project on behalf of the requesting agency. The results of the project will be products and not services. OPM project management duties will include soliciting price quotations, issuing work orders and purchase orders for products, modifications to work orders and purchase orders, formal acceptance of products, and certifying invoices for payment.

The client agency is responsible for providing subject matter experts as content providers and official product reviewers. The client agency is also responsible for performing all product reviews in a timely manner. Both parties agree to activate the project within a reasonable length of time.

7. Disclosure.

In addition, the requesting agency agrees to comply fully with OPM requirements to avoid statistical disclosure and agrees to make no attempt to identify individuals through data manipulation. Unless otherwise mutually agreed to, the data are supplied solely for statistical research. The recipient further agrees to safeguard any data containing personal identifiers in accordance with OPM's privacy and security standards.

8. Property

Non-expendable property, especially computer hardware and software, purchased from funds supplied under this agreement shall become an asset of the agency bearing cost of acquisition (The Economy Act of 1932, as amended (31 U.S.C. 1535-1536, 33 Comp. Gen. 565), unless otherwise agreed to by the cooperating parties.

9. Cancellation.

This agreement is subject to cancellation, by written memo, by either party with the understanding that OPM shall be reimbursed for costs of all completed and partially completed work as of the effective date of cancellation. After final accounting, the remaining balance in the project account will be returned to the client agency.

10. Project Completion and Closeout.

When all deliverables related to the Statement of Work have been accepted by the client agency, OPM will conduct a written project evaluation and final accounting of project costs. The agency account will be closed and any remaining funds will be returned to the client agency immediately.