

Form NBC-IA-01
(August 2002)

**National Business Center
Inter/Intra Agency Agreement**

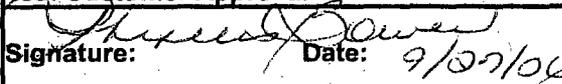
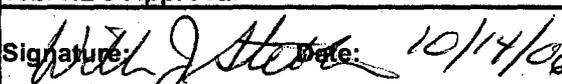
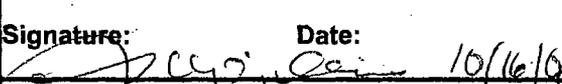
1. Agreement Number: 6-6424-HRL-NRC-19	2. Action Type: New		
3. Period of Performance: Start Date: 09/01/2006 End Date: 09/30/2007 4. FY: 2006			
5. Customer Information	6. NBC Information		
5a. Customer: NUCLEAR REGULATORY COMMISSION 11545 Rockville Pike ROCKVILLE, MD 20852-2747	6a. Directorate/Division: FPPSS DIRECTORATE National Business Center, Client Liaison & Product Development Division 7301 W. Mansfield Avenue Mail Stop D2210, Attn: Agreements Denver, CO 80235-2230		
5b. Customer Reference Number:	6b. Product Line: See Statement of Work		
5c. Project Coordinator: Karen Cudd Phone: 301-415-6554 Email: KJC1@nrc.gov	6c. Project Coordinator: Bill Stebbins Phone: (202) 208-6195 Fax: (202) 208-7130 Email: BillJStebbins@nbc.gov		
5d. Customer Agency Location Code: 31-00-0001	6d. NBC Agency Location Code: 14-01-0001		
5e. Customer Appropriation Code: 31X0200	6e. NBC Appropriation Code: 14x4523		
5f. Customer Account Number: NRC-10-06-452	6f. Agreement Type: Fixed Price		
5g. Customer Obligorating Doc Number: ADM-06-452	6g. NBC DUNS Number: 608957460		
5h. Customer DUNS Number: 040535609 , BNR: 64015-5B1304 , JCN: D2374 , BOC: 253A			
7. Description			
Tasks:	Original Amount	Modification Amount	Total
A. New Initiatives	\$20,000.00		\$20,000.00
Total Price	\$20,000.00		\$20,000.00
8. Purpose of Agreement The purpose of this Interagency Agreement is to document the terms of the National Business Center providing an end-to-end HSPD-12 service solution to the agency as described in the associated Memorandum of Agreement. The IA will be modified when actual costs for these services are identified.			

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

Form NBC-IA-01
(August 2002)

Agreement Number: 6-6424-HRL-NRC-19	
9. Authority: (Please check all that apply. If other is checked, please add a description.)	
Economy Act, 31 USC 1535 <input checked="" type="checkbox"/>	
Working Capital Fund 43 USC 1467, 1468 <input checked="" type="checkbox"/>	
Other	
10. Termination Provisions: (Please check the appropriate block)	
See Item 11 - This agreement may be terminated before the end performance date by written notice from either party, followed by mutual agreement between the parties. The customer will be billed for all costs incurred at the time of the termination.	
11. Billing Provisions: (Please check the appropriate blocks and fill in IPAC contact information)	
The customer will be billed Quarterly .	
This agreement may be terminated before the end performance date by five (5) days written notice from either party. The customer will be billed for all costs incurred at the time of the termination.	
Bill Format: IPAC	
NBC IPAC Contact Person	
Name: Kelley Gee	
Telephone Number: 303-969-5436	
12. Other Terms and Conditions/Miscellaneous:	
<i>Revision to the terms of this agreement by either party will require a written modification to this agreement.</i>	
13. Approvals	
13a. Customer Approval	13b. NBC Approval
Signature:  Date: 9/27/06	Signature:  Date: 10/14/06
Name: Phyllis Bower	Name: Bill J. Stebbins
Title: Contracting Officer Division of Contracting, Office of Administration	Title: Project Manager
Signature:  Date: 9/26/06	Signature:  Date: 10/16/06
Name: Patti Humphreys	Name: Le Williams
Title: Certifying Official, Office of Administration	Title: Associate Director, FPPSS
13c. For NBC Internal Use Only	
	Signature: _____ Date: _____
	Name: Anthony Irish
	Title: Program Analyst

Statement of Work

6-6424-HRL-NRC-19

Service A - New Initiatives

- Provide HSPD-12 enrollment services, card production services, card operations and maintenance services and the systems to accomplish these functions. The first deliverable will be one HSPD-12 PIV II compliant card with subsequent complete agency roll out meeting OMB deadlines.

Activity	Hours/Units	Amount
Provide HSPD-12 Services	Fixed	\$20,000.00
<ul style="list-style-type: none"> • 3400 Cards @ \$153 per card \$520,200.00 (\$113 Enrollment/Issuance, \$40 Operations and Maintenance). Note: Applied \$20,000 using FY06 funds (\$500,200.00 to be adjusted later). 		
Service A - Total		\$20,000.00

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MEMORANDUM OF UNDERSTANDING

**Between the
U.S. NUCLEAR REGULATORY COMMISSION**

**And
U.S. DEPARTMENT OF INTERIOR/
NATIONAL BUSINESS CENTER**

I. PARTIES

The parties to this Memorandum of Understanding (MOU) are the U.S. Nuclear Regulatory Commission (NRC) and U.S. Department of Interior (DOI), National Business Center (NBC). NRC and DOI/NBC are entering into this MOU to establish a relationship for the implementation and support of Homeland Security Presidential Directive-12 (HSPD-12). DOI acknowledges that it is a full-service HSPD-12 service provider to federal agencies. The DOI/NBC will provide HSPD-12 services to the NRC as defined in this MOU.

II. AUTHORITY

This agreement is entered into under the authority of the Economy Act, 31 U.S.C. §1535 or such other authority as may be cited in agreements between Customer Agencies and approved Service Providers.

III. PURPOSE

The purpose of this MOU is to define the service relationship between NRC and the DOI/NBC through which NRC will receive HSPD-12 services from DOI/NBC. This MOU defines and establishes a long-term framework for collaboration between NRC and DOI/NBC to provide HSPD-12 PIV services.

This MOU and all activities pursuant to this MOU are subject to the availability of appropriated funds and each Agency's budget priorities.

This MOU is neither a fiscal nor a funds obligation document. This MOU is strictly for each Agency's internal management purposes and shall not be construed to provide a private right of action for or by any person or entity.

IV. BACKGROUND

The HSPD-12 government-wide directive requires that Agencies implement the capability to produce PIV II compliant employee and contractor identification cards by October 27, 2006 with subsequent full rollout. This initiative, MOU, and respective relationship between NRC and

DOI/NBC are established to accomplish the end-to-end HSPD-12 services in a phased implementation.

The services that are being discussed within this MOU are offered in the broader context of the DOI/NBC offerings which will combine the HSPD-12, e-Authentication, and Entrance on Duty Systems (EODS). Both the services provided through this MOU and the broader combined offering will be based on the Secure On-and-Off Boarding and Access Management System (SOAMS). The additional offerings may be negotiated separately under a cafeteria style plan.

V. SCOPE

The scope of the service to be provided by DOI may entail providing fully integrated, end-to-end HSPD-12 services including enrollment services, card production services, and card operation and maintenance services, and the system (SOAMS) to accomplish these HSPD-12 functions.

The initial task for DOI/NBC will be to issue one activated PIV II compliant card for the NRC that can be used to access NRC's PIV II compliant facilities and systems. This will meet the OMB HSPD-12 deadline of October 27, 2006 and will be consistent with the NRC's OMB-approved HSPD-12 implementation plan. The roll-out for complete production will be determined in subsequent discussions.

VI. ROLES AND RESPONSIBILITIES

In order to achieve the purposes of this MOU, and to facilitate the NRC's implementation of HSPD-12, the NRC and DOI/NBC enter into this agreement under the general roles and responsibilities identified below.

In the role of providing HSPD-12 services, the NRC will have the following responsibilities:

1. Entering into a Service Level Agreement with DOI/NBC to provide HSPD-12 services to NRC;
2. Entering into an Interagency Agreement (IAA) with DOI/NBC for HSPD-12 services under this agreement;
3. Using the DOI/NBC provided system to perform the following PIV processes as defined in FIPS 201-1;
 - A. Sponsorship
 - B. Adjudication
 - C. Card Activation and Issuance
 - D. User Access Profiles

4. Providing an IT infrastructure that supports secure, FISMA-compliant, encrypted web services, and other security protocols, XML/SOAP based communication between NRC systems and the DOI/NBC SOAMS except when such infrastructure is, or will be, provided by DOI/NBC;
5. Collaborating with DOI/NBC on the development of priorities, objectives, and plans to support the overall initiative, development of project plans to execute and support business requirements and policies;
6. Testing the HSPD-12 services with a specific focus on the NRC's internal data repositories;
7. Utilizing structured Problem Management, Change Management, Configuration Management, Security Management, and Performance Management programs for the provision of HSPD-12 services;
8. Clearly communicating service and system performance covered by this agreement, including timely communications of issues to DOI/NBC that impact service performance issues;
9. Adhering to the government-wide HSPD-12 initiative strategy, direction, and requirements, coordinating with OMB and the federal HSPD-12 Executive Steering Committee to meet HSPD-12 objectives consistent with the NRC's OMB-approved HSPD-12 implementation plan, and working with OMB, and the federal HSPD-12 Executive Steering Committee to identify and resolve conflicts and inconsistencies, as necessary.

In the role of providing HSPD-12 services, the DOI/NBC will have the following responsibilities:

1. Responsibility to issue one activated PIV II compliant card for the NRC by October 27, 2006;
2. Responsibility for providing the overall, end-to-end HSPD-12 solutions and services to DOI/NBC customers, including:
 - A. Enrollment services
 - B. Card production and activation services
 - C. Card operation and maintenance services
 - D. System (SOAMS) to accomplish these HSPD-12 functions
3. Adhering to the government-wide HSPD-12 initiative strategy, direction, and requirements, coordinating with OMB and the federal HSPD-12 Executive Steering Committee to meet HSPD-12 objectives, and working with OMB, and the federal HSPD-12 Executive Steering Committee to identify and resolve conflicts and inconsistencies, as necessary;
4. Responsibility to ensure the maintenance, upgrade, and security of the SOAMS/HSPD-12 systems and data;

5. Responsibility for FISMA-compliant certification and accreditation of SOAMS/HSPD-12 and compliance of federal privacy and records management policies;
6. Entering into Service Level Agreement (SLA) with NRC for the agreed upon HSPD-12 services;
7. Collecting from NRC payment for HSPD-12 services through an IAA;
8. Providing direct interface and reporting responsibilities to OMB on overall DOI/NBC HSPD-12 service delivery as required (DOI/NBC is not authorized to make or change NRC commitments to OMB or to discuss NRC-specific service or status without notifying and gaining approval from the NRC);
9. Monitoring enrollment service levels and providing feedback to NRC regarding service level goals, performance, and corrective actions, as necessary;
10. Conducting a complete and thorough acceptance testing regimen to ensure all operational requirements are clearly met, and after initial delivery, to clearly communicate to NRC where improvements have been made;
11. Providing implementation and/or additional services as specified in the SLA ;
12. Utilizing structured Problem Management, Change Management, Configuration Management, Security Management, and Performance Management programs for the provision of HSPD-12 services;
13. Responsibility for FISMA-compliant Certification and Accreditation of the DOI/NBC IDMS, CMS, and other back-end systems;
14. When requested by the NRC, the DOI/NBC shall furnish an opportunity for NRC staff to view at DOI/NBC's Washington, DC location the Certification and Accreditation (C&A) documentation for any NRC systems (i.e., HSPD-12, FFS and FPPS) cross-serviced by DOI/NBC.

VII. COMMUNICATIONS

1. The parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. All communications described herein must be conducted in writing unless otherwise noted.
2. Any changes or revisions needed to meet the requirements of the National Institute of Standards and Technology (NIST) Special Publication 800-47, "*Security Guide for Interconnecting Information Technology Systems*," will be addressed as part of the implementation of DOI/NBC Phase I: Automating HSPD-12.

3. **Security Incidents:** Technical staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected, so the other party may take steps to determine whether its system or information has been compromised. Formal notification in writing will be given within five (5) business days after detection of the incident(s).
4. **Disasters and Other Contingencies:** Technical staff will immediately notify their designated counterparts by telephone or e-mail in the event of a disaster or other contingency event that disrupts the normal operation of any system that supports this agreement.
5. **Material Changes to System Configuration:** All changes to systems that store or process NRC's financial, payroll, human resource, or HSPD-12 data must be reported and reviewed by NRC before such changes are implemented. All comments and issues raised during this review must be addressed before the systems can be modified.
6. **Personnel Changes:** Both parties will provide notification of any changes in point of contact information.
7. After DOI/NBC takes action to mitigate the event, NRC will be given an opportunity to comment on that solution. DOI/NBC must respond to all NRC comments in writing within five (5) business days.
8. When notifying the NRC, DOI/NBC will include results and recommendations from any audits, evaluations, and reviews that describe the event and identify its impact.
9. DOI/NBC and the NRC will conduct quarterly meetings (more frequently, if needed) and/or conference calls to discuss the status of the open security or operational concern(s). These meetings or conference calls will continue until all existing concerns have been resolved.

VIII. DURATION OF AGREEMENT

This Memorandum of Understanding (MOU) agreement shall be effective on the date when all of the parties have signed the agreement. This agreement may be terminated by either party with thirty (30) days written notification to the other party. This MOU broadly covers an end-to-end HSPD-12 service solution, and is specific to providing services to meet the October 27, 2006 requirement to issue one HSPD-12 compliant PIV II card using DOI/NBC as the service provider. With the completion of the October 27, 2006 deliverable, NRC will work with DOI/NBC to identify NRC's requirements for HSPD-12 implementation.

While it is the intent of the parties to this agreement to enter into this relationship on a long-term, indefinite period basis, the DOI/NBC HSPD-12 solution is still under development and the NRC requirements are still evolving and being collected. As a result, there may be incompatibilities

between the NRC IT environment and the DOI/NBC HSPD-12 solution once the solution is developed and NRC business direction may change based on final requirements and needs. Accordingly, after a review, the NRC will make a go, no-go decision on moving forward with implementation of the first phase of the DOI/NBC HSPD-12 solution. Based on this go, no-go decision, the NRC reserves the right to terminate the MOU without incurring additional costs. As an alternative, the parties may agree to mitigate the compatibility and/or technical issues and address new NRC business needs. If the parties agree to mitigate any compatibility and/or technical issues and address new NRC business needs the parties agree to review the MOU agreement and make any revisions necessary to address outstanding issues. If all attempts to resolve the issues have been exhausted, this MOU may be terminated by either party with five (5) days written notification to the other party. Once the MOU has been terminated, the DOI/NBC shall stop work within five (5) business days and return any NRC files to the NRC within ten (10) business days of the original notification.

IX. POINTS OF CONTACT

The DOI/NBC Chief, NRC Liaison and Product Development, Federal Personnel and Payroll Systems and Services shall be the primary point of contact with NRC on the execution of this MOU. The contacts within NRC on the execution of this MOU are listed below:

Primary Point-of-Contact:

Sharon Stewart, NRC Director of the Division of Facilities and Security (DFS),
SDM2@NRC.GOV, 301-415-8080

IT Security Point-of-Contact:

Kathy Lyons-Burke, NRC Sr. IT Security Officer (SITSO), KXL3@NRC.GOV, 301-415-6595

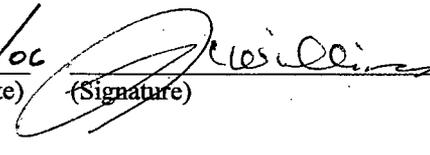
X. SIGNATURES

The undersigned agree to the terms and conditions of this Memorandum of Understanding:

Authorizing Signatures

Jacqueline E. Silber, Chief Information Officer
U.S. Nuclear Regulatory Commission

 Douglas J. Bourgeois, Director
National Business Center

 9/26/06  10/16/06
(Signature) (Date) (Signature) (Date)