



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001

MAY 02 2008

RECEIVED IAEA

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International Atomic Energy Agency
ATTN: Miroslav Lipar, Section Head
Division of Nuclear Installation Safety
Department of Nuclear Safety
Wagramerstrasse 5
P.O. Box 100
A-1400 Vienna, Austria

SUBJECT: INTERNATIONAL INTERAGENCY AGREEMENT NO. NRC-08-08-315,
ENTITLED "IAEA OPERATIONAL SAFETY REVIEW TEAM (OSART) MISSION"

Dear Mr. Lipar:

Pursuant to the Atomic Energy Act of 1954, Section 3e. and 161c., and the International Atomic Energy Agency (IAEA) Participation Act of 1957, the U.S. Nuclear Regulatory Commission (NRC) and the IAEA desire to enter into an agreement whereby IAEA will send an Operational Safety Review Team (OSART) mission to the Arkansas Nuclear One (ANO) Nuclear Power Plant in Russellville, Arkansas.

Accordingly, upon your agreement as provided below, the terms and conditions of this International Interagency Agreement are as follows:

Article 1 - Scope of Work

The purpose of this international interagency agreement is to have the IAEA send an OSART to the ANO Nuclear Power Plant in Russellville, Arkansas June 15 to July 31, 2008. This OSART mission offers a means, outside the normal NRC regulatory process, to improve licensee performance and to reinforce plant self-assessments through an independent peer review process. OSART focus is on the safety and reliability of plant operation. They review the operation of the plant and the performance of the plant's management and staff rather than the adequacy of a plant's design.

Responsibilities:

It is agreed that the NRC and IAEA will share costs associated with an OSART mission to the ANO Nuclear Power Plant in Russellville, Arkansas, currently scheduled for June 15 - July 31, 2008 under the terms and conditions set forth below:

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

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ADM002

The NRC shall:

- a. Reimburse IAEA for air and ground travel to Russellville, Arkansas, (100% for a Team Leader, a Deputy Team Leader and, 70% for 10 Operational Safety Reviewers, and hotel and per diem expenses for these 12 participants for a period of approximately 20 days (19 hotel evenings), or the duration of the mission. NRC agrees to reimburse the IAEA at the negotiated per diem rate up to a maximum of \$171.00 (includes hotel at \$94 per day and the daily subsistence allowance/meals and incidental expenses at \$77 per day). The NRC is not responsible for payment associated with compensation under the IAEA special service agreement, any insurance coverage and is not liable for the activities of the IAEA team members.
- b. Pay for rental, insurance and fuel costs for Mini Van(s) or SUVs to accommodate the 12 team members for the duration of the mission for travel between the airport, ANO Nuclear Power Plant and lodging.

The IAEA shall:

- a. Provide the team members with their lump sum payment for travel, meals and incidentals, pay the hotel accommodation and coordinate the travel arrangements.
 - The lump sum payment will consist of 100% of the price of the full fare economy airline ticket for the Team Leader and the Deputy Team Leader, and 70% of the price of the full fare economy airline tickets for the reviewers with the exception of one team member from Canada who will receive 50%;
 - a terminal allowance of a total of USD \$60 for team and deputy team leaders.
 - 38% of the normal IAEA daily subsistence allowance (DSA) rate (estimated for FY 2008) of \$201, which will amount to approximately USD \$77 per day.
 - hotel costs, per room, estimated at USD \$94 per day.
- b. Provide compensation for team members according to the Annex to Special Service Agreement.
- c. Invoice NRC for a lump sum amount for travel and per diem, including cost of food and lodging, not to exceed USD \$71,417.00. Said Invoice shall be in conformance with "Billing Instructions for NRC/IAEA International Interagency Agreement." The detailed costs will consist of the calculation for those items noted in a) above for each team member. No individual receipts supporting actual costs will be provided by individual team members.
- d. An invoice for all expenditures shall be submitted to the NRC within 60 days after completion of said mission.

NRC and IAEA agree

- a. No fees or honoraria shall be payable to the reviewers or to the organizations providing them.
- b. Salaries for this period for the reviewers will be paid by their employer in the respective IAEA Member State, for the team leader and deputy team leader by the IAEA.

ARTICLE II - Period of Performance

The period of performance for this International Interagency Agreement shall be from the effective date of this award through July 31, 2008 (includes 24 hour travel time to and from the ANO Nuclear Power Plant). The period of performance may be extended by mutual agreement.

ARTICLE III - Payment by NRC to IAEA

Accounting and Appropriation Data:

Interagency Agreement Number:	NRC-08-08-315
Appropriation Number:	31X0200.87G
B&R Number:	87G-15-11A-292
Job Code:	N7334
BOC Number:	252A
FFS Number:	OIP-08-315
Obligation:	\$71,417.00

Payment to the IAEA shall be on a reimbursable basis. The IAEA will submit an invoice in accordance with the enclosed "Billing Instructions for NRC/IAEA International Interagency Agreement" which is enclosed herewith and made apart hereof.

ARTICLE IV - Obligation of Funds and Estimated Amount

The total estimated amount of this Agreement is \$71,417.00

The amount presently obligated by the NRC for is Agreement is \$71,417.00.

ARTICLE V - Amendments, Modifications, and Termination

This International Interagency Agreement may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this Agreement by providing 15 days written notice to the other party. In the event of termination the NRC shall continue to be responsible for all costs incurred by the IAEA up to time of termination under this Agreement.

ARTICLE VI - Points of Contact

The NRC Project Officer for this agreement is:

Jennifer K. Schwartzman
International Relations Specialist
Office of International Programs
U. S. Nuclear Regulatory Commission
Mail Stop OWFN-4E21
Washington, D. C. 20555
Telephone: (301)415-2371

The NRC Contract Specialist for this agreement is:

Sharlene McCubbin, Contract Specialist
Division of Contracts
U. S. Nuclear Regulatory Commission
Mail Stop TWFN-T7I2
Washington, D. C. 20555
Telephone: (301)415-6565

The IAEA point of contact for this agreement is:

Miroslav Lipar, Section Head
Operational Safety Section
Division of Nuclear Installation Safety
Department of Nuclear Safety
International Atomic Energy Agency
Telephone: 43 1 2600 22691

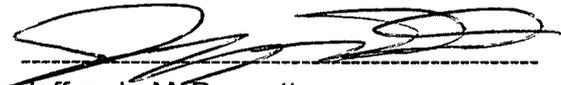
If this Agreement is acceptable to the IAEA, please so indicate by signing in the space provided below and returning three fully executed copies to me. The fourth copy is for your records.

Should you have any questions, or require any assistance, please do not hesitate to contact Sharlene McCubbin on 301-415-6565.

International Atomic Energy Agency

U. S. Nuclear Regulatory Commission

Philippe Jamet
Title: Director
Division for Nuclear Installation
Safety
Department of Nuclear Safety


Jeffrey L. McDermott
Title: Contracting Officer
Division of Contracts
Office of Administration

Date: 8/5/08

Date: 5/2/08

BILLING INSTRUCTIONS FOR NRC/IAEA INTERNATIONAL INTERAGENCY AGREEMENT

The IAEA shall submit the Invoice

The following information shall be provided by IAEA when submitting the invoice:

1. Date of Billing
1. International Interagency Agreement Number
2. Name and address of agency performing the work
3. NRC Project Officer or Technical Contact
5. Billing period or beginning/ending dates (day, month, and year) of the period in which costs were incurred and for which reimbursement is requested. If reimbursable costs are incurred during the agreement period and claimed after the agreement has expired, the period during which these costs were incurred must be cited.
6. Cost detailed by major costs elements:
 - a. The travel cost - airfare, train, local travel.
 - b. Lodging and food.

IAEA shall provide backup documentation supporting all actual costs incurred by the travelers.