

UNITED STATES NUCLEAR REGULATORY COMMISSION

WASHINGTON, D.C. 20555-0001

MAY 1 7 2818

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-DR-08-10-315,

ENTITLED "IAEA OPERATIONAL SAFETY REVIEW TEAM (OSART) FOLLOW-

UP MISSION"

Dear Mr. Lipar:

The U.S. Nuclear Regulatory Commission (NRC) and the International Atomic Energy Agency (IAEA) desire to enter into an agreement whereby IAEA will send an Operational Safety Review Team (OSART) Follow-up 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 agreement is to have the International Atomic Energy Agency (IAEA) send a mission to follow-up the Operational Safety Review Team (OSART) mission originally sent to the Arkansas Nuclear One (ANO) Nuclear Power Plant in Russellville, Arkansas June 15 - July 2, 2008. The purpose of this June 8-11, 2010 follow-up mission is to review with plant staff and management, actions taken by the plant in response to IAEA recommendations and suggestions. Those recommendations and suggestions were made in the OSART team report, provided to the NRC and plant management.



Responsibilities:

It is agreed that the NRC and IAEA will share costs associated with an OSART follow-up mission to the Arkansas Nuclear One (ANO) Nuclear Power Plant in Russellville, Arkansas, currently scheduled for June 8-11, 2010 under the terms and conditions set forth below:

The NRC shall:

- a. Reimburse IAEA for air and ground travel to Russellville, Arkansas. The NRC shall reimburse the IAEA for 100% of the lowest logical air-fare of the Team Leader, 50% of the full economy air-fare for the Operation Safety Reviewers from Japan and Hungary, and 40% of the full economy air-fare for the Operational Safety Reviewer from the United States. Additionally, the NRC shall reimburse the hotel and per diem expenses for these 4 participants for a period of 4 days, or the duration of the mission. NRC agrees to reimburse the IAEA at the estimated per diem rate of \$179.60 (includes hotel at \$101 per day and the daily subsistence allowance/meals and incidental expenses at \$78.60 per day) and an additional 7% to cover the cost of the IAEA's program support and administrative services. Finally, the NRC shall reimburse the IAEA \$76 for the Team Leader's terminal allowance. The NRC shall not be 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. Reimburse Arkansas Nuclear One (ANO) Nuclear Power Plant for rental, insurance and fuel costs for one vehicle (mid-size car or SUV) for the duration of the mission for travel between the airport and Arkansas Nuclear One (ANO) Nuclear Power Plant. The costs associated with this reimbursement shall be paid by the Office of International Programs via the office's Government Purchase Card.

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 sump payment shall consist of 50% of the price of the full fare economy airline tickets for the reviewers with the exception of one reviewer traveling from the territory of USA who will receive 40%;
 - 100% of an airline ticket of the lowest logical air-fare for team leader;
 - A terminal allowance of a total of USD \$76 for team leader.
 - 30% of the normal IAEA daily subsistence allowance (DSA) rate (estimated for FY 2010) of \$262, which will amount to approximately USD \$78.60 per day per person.
 - Hotel costs, per room, estimated at USD \$101 per day per person.
- b. Provide insurance coverage 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, terminal allowances and program support costs currently estimated USD \$14,992.41, but not to exceed USD \$18,000.00. 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 90 days after completion of said mission.

ARTICLE II - Period of Performance

The period of performance for this International Interagency Agreement shall be from the effective date of this award through June 12, 2010 (includes 24 hour travel time to and from Arkansas Nuclear One (ANO) Nuclear Power Plant, i.e., one day before and after the scheduled follow-up dates). 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-DR-08-10-315

Appropriation Number:

31X0200

B&R Number:

07G-15-11A-292

Job Code: BOC Number: N7334 252A

FFS Number:

OIP-10-315

Obligation:

\$18,000.00

Payment to the IAEA shall be on a reimbursable basis. The IAEA shall submit an invoice in accordance with the enclosed "Billing Instructions for NRC/IAEA International Interagency Agreement" which is enclosed herewith and made apart hereof. The IAEA will consider this payment as a voluntary contribution to the IAEA budget from a Member State.

ARTICLE IV - Obligation of Funds and Estimated Amount

The total estimated amount of this Agreement is \$14,992.41

The amount presently obligated by the NRC for is Agreement is \$18,000.00 (reserved additional funds to account for possible exchange rate and flight fare changes).

ARTICLE V - Amendments, Modifications, and Termination

This 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:

Joan M. McDevitt
Senior Program Analyst
Office of International Programs
U. S. Nuclear Regulatory Commission
Mail Stop OWFN-4E21
Washington, D. C. 20555
Telephone: (301)415-6027

The NRC Desk 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)415-2317

The NRC Contract Specialist for this agreement is:

James Leedom, Contract Specialist Division of Contracts U. S. Nuclear Regulatory Commission Mail Stop TWB-01-B10M Washington, D. C. 20555 Telephone: (315)405-8102

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 one fully executed electronic copy to James Leedom @ James.Leedom@nrc.gov. Please retain one copy for your records.

Should you have any questions, or require any assistance, please do not hesitate to contact James Leedom on 315-405-8102

International Atomic Energy Agency		U.S. Nuclear Regulatory Complission	
Title:	Philippe Jamet Director Division for Nuclear Installation Safety	Title:	Donald A. King Contracting Officer Division of Contracts Contracts Management Branch #1
Date:-	Department of Nuclear Safety		Office of Administration Date: