



UNITED STATES
NUCLEAR REGULATORY COMMISSION
WASHINGTON, D.C. 20555-0001
May 18, 2011

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-HQ-11-I-08-0003
ENTITLED "IAEA OPERATIONAL SAFETY REVIEW TEAM (OSART) 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) mission to the Seabrook Nuclear Power Plant in Seabrook, New Hampshire.

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 the Seabrook Nuclear Power Plant in Seabrook, New Hampshire June 6-23, 2011. 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 Seabrook Nuclear Power Plant in Seabrook, NH, currently scheduled for June 6-23, 2011 under the terms and conditions set forth below:

The NRC shall:

- a. Reimburse IAEA for air and ground travel to Seabrook, New Hampshire, (100% of the lowest logical fare for a Team Leader* and 50% or 40% of the full economy air fare for 12 Operational Safety Reviewers, and hotel and per diem expenses for these 12 participants for a period of 19 days (18 days for team leader and deputy team leader), or the duration of the mission. NRC agrees to reimburse the IAEA at the estimated per diem rate of \$262.00 (includes hotel at \$120.00 per day for reviewers/\$130.00 per day for team leader and deputy team leader

* and deputy team leader

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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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. 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. Reimburse Seabrook Nuclear Power Plant for rental, insurance and fuel costs for two vans and one mid-size car or SUV for the duration of the mission for travel between the airport, and the Seabrook Nuclear Power Plant. Note: Ground transportation to be paid directly to the Seabrook Nuclear Power Plant through a separate request for procurement action.

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 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 Canada who will receive 40%;
 - an airline ticket of the lowest logical fare for team leader, *and deputy team leader*
 - a terminal allowance of a total of USD \$152.00 (\$76.00 per person) for team leader and deputy team leader.
 - 30% of the normal IAEA daily subsistence allowance (DSA) rate (estimated for FY 2011) of \$262.00, which will amount to approximately USD \$78.60 per day per person.
 - hotel costs, per room, estimated at USD \$120.00 per day per person for reviewers and \$130.00 per day per person for team leader and deputy team leader.
- 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 \$74,000.00, but not to exceed USD \$81,370.00 (Includes 10% reserve under Article IV). 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.

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 5-24, 2011 (includes 24 hour travel time to and from Seabrook 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.

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ARTICLE III - Payment by NRC to IAEA

Accounting and Appropriation Data:

Interagency Agreement Number:	NRC-HQ-11-I-08-0003
Appropriation Number:	31X0200.77G
B&R Number:	2011-7G-51-L-141
Job Code:	N7334
BOC Number:	252A
FFS Number:	112640
Obligation:	\$81,370.00

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. 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 \$81,370.00

The amount presently obligated by the NRC for this Agreement is \$81,370.00 (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

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The NRC Contract Specialist for this agreement is:

Daniel App, Contract Specialist
Division of Contracts and Property Management
U. S. Nuclear Regulatory Commission
Mail Stop TWFN-T712
Washington, D. C. 20555
Telephone: (301)492-3606

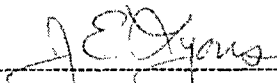
The IAEA point of contact for this agreement is:

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 Daniel App at Daniel.App@nrc.gov. Please retain one copy for your records.

Should you have any questions, or require any assistance, please do not hesitate to contact Daniel App at Daniel.App@nrc.gov or on 301-492-3606

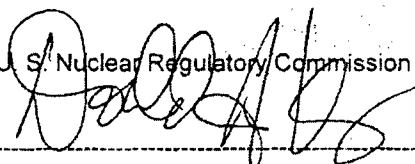
International Atomic Energy Agency



Title: James Lyons
Director
Division for Nuclear Installation
Safety
Department of Nuclear Safety

Date: 20 May 2011

U. S. Nuclear Regulatory Commission



Title: Donald A. King
Contracting Officer
Division of Contracts

Office of Administration

Date: May 18, 2011