

INTERAGENCY AGREEMENT		1. IAA NO. NRC-HQ-84-15-I-0002			PAGE OF 1 6	
2. ORDER NO.		3. REQUISITION NO. OCHCO-15-0079		4. SOLICITATION NO.		
5. EFFECTIVE DATE 07/01/2015		6. AWARD DATE 07/01/2015		7. PERIOD OF PERFORMANCE 07/01/2015 TO 06/30/2016		
8. SERVICING AGENCY OFFICE OF PERSONNEL MANAGEMENT ALC: DUNS: +4: 601 EAST 12TH ST ROOM 131 KANSAS CITY MO 641106 POC Amanda Custer TELEPHONE NO. 202-520-3782				9. DELIVER TO BASIA SALL US NUCLEAR REGULATORY COMMISSION 11555 ROCKVILLE PIKE ROCKVILLE MD 20852		
10. REQUESTING AGENCY ACQUISITION MANAGEMENT DIVISION ALC: 31000001 DUNS: 040535809 +4: US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE ROCKVILLE MD 20852-2738 POC Geoffrey Coleman TELEPHONE NO. 301-415-5517				11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP O3-E17A ROCKVILLE MD 20852-2738		
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				13. LEGISLATIVE AUTHORITY Energy Reorganization Act of 1974		
				14. PROJECT ID T8475		
				15. PROJECT TITLE ELS ON CONFLICT MANAGEMENT		
16. ACCOUNTING DATA 2015-X0200-FEEBASED-84-84D003-51-N-192-T8475-251B						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
	The purpose of this Interagency Agreement is to provide an in person workshop to NRC Supervisors, managers, and executive that will cover the basics and forgings of conflict, help identify what participants' workplace conflict resolution style and discuss strategies to manage conflict. Master IAA: N/A					
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$4,000.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING) REBECCA AYERS Digitally signed by REBECCA AYERS Date: 2015.07.02 09:20:01 -04'00'				26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) <i>Erika Eam</i>		
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER ERIKA EAM		26c. DATE 7/6/2015	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 22 2015

ADM002

NRC GENERAL TERMS AND CONDITIONS (GT&C) FOR INTERAGENCY AGREEMENTS (IAA)

General Guidance

1. Technical Direction

The NRC Contracting Officer's Representative (COR), as named in the NRC SOW, is responsible for ensuring that the services required under this project are delivered in accordance with the terms of the SOW. All technical direction instructions to the Servicing agency must be issued through the COR.

Technical direction includes interpreting technical specifications, providing needed details, and suggesting possible lines of inquiry. Technical direction must not constitute new work or affect overall project cost or period of performance. Technical direction must be confirmed in writing to the servicing agency with a copy provided to the cognizant NRC Contracting Officer (CO).

2. Billing Requirements

Servicing agency shall bill NRC monthly for costs paid in support of NRC projects by the agreement number. The servicing agency shall bill and collect from NRC by an electronic transfer of funds through the U.S. Treasury Intergovernmental Payment and Collection System (IPAC).

The servicing agency voucher shall identify the NRC agreement number, and the NRC and servicing agency budget and reporting (B&R) numbers.

The servicing agency voucher, at a minimum, shall indicate the month that costs were incurred and the dollar amount of these costs. In some instances because of accrual accounting and other adjustments, the amounts may differ slightly from the original accrual amount.

When the Status Report costs differ from the amount billed, servicing agency shall provide an explanation of the difference on the voucher.

The servicing agency voucher shall be sent to support the IPAC funds transfer. The instructions must identify the billable activities as specified by 10 CFR Part 170. The servicing agency voucher and other required documentation shall be submitted to-

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop 03-E17A
Rockville, MD 20852-2738

Electronic Commercial Vendor and IPAC Payments:

Effective immediately, commercial vendors and Federal entities should use the new electronic mailing addresses shown below:

Invoice and training billing Email address – NRCPayments@NRC.gov

IPAC billing Email address – NRCIPAC.Resource@NRC.gov

3. *Limitation of Funds*

NRC is not obligated to reimburse the servicing agency for costs incurred by its contractors in excess of the total amount obligated by an appropriately executed IAA form. The NRC Contracting Officer will formally notify the servicing agency of any projects that are intended to be phased out or terminated as soon as such intent is known, preferably at least 30 days before the proposed termination date. For IAAs with fixed performance periods, the servicing agency should assume that the program will terminate on the last day of the period specified on the IAA form.

If at any time the servicing agency has reason to believe that the costs will exceed the total amount authorized, the servicing agency must notify the NRC CO. In the absence of formal NRC instructions to continue or to terminate a work order, the servicing agency will notify the NRC CO in writing when the accrued costs of any NRC Order approaches 75 percent of the authorized funding level provided on the IAA form.

The notification should include the estimated date when the accrued costs will equal the authorized funds, and may, if appropriate, recommend or request the NRC action desired. After this notification, the NRC will evaluate costs incurred against technical progress and, if necessary, will:

- Increase funding authorization
- Change the scope of the work
- Change the period of performance
- Terminate the project

The servicing agency shall notify the NRC CO in writing when it is anticipated that the work cannot be completed within the period of performance indicated on the IAA form. Notification shall be made in sufficient time to allow for the issuance of a modification to the IAA authorizing an extension of the work period to the date necessary to complete the authorized work. If the period of performance is not extended, the NRC CO shall notify the servicing agency via issuance of a modification for closeout of the IAA.

4. *Acquired Material, Equipment, or Software (Property)*

Under the terms and conditions of this contractual agreement, all agency/user data including training completions, student records, bookmarks, and user profile data **are the property of the NRC** as the client agency. The client agency understands and accepts that they are buying into a "Shared Systems Applications" environment and are purchasing this as a "Service" and have no rights or ownership of any/all applications or application extensions developed or customized during this contractual engagement.

At the end of any contract Period of Performance (POP) if/when the agency determines not to renew services and terminates the existing contractual agreement, the agency's data will be exported and provided to the agency in a comma delimited flat file format within 5 working days of contract expiration.

The agency assumes ALL responsibility and costs associated with the successful migration of the agencies data into fully functional replacement systems environment.

The Assessment of Security Controls and Authorization of Operation (A&A) is designated to USALearning dedicated environment. That Authorization of Operation and the supporting security documentation ARE NOT reproducible or transferable under any circumstances.

The applications environment to include ANY agency specific customizations e.g.: custom electronic forms, tailored database functions, customized reports, site layout, themes, cascading style sheets, JavaScript, HTML, DTML, PHP code, and other infrastructure software are proprietary to USALearning and are owned by USALearning.

5. Software Development

Systems development efforts shall comply with applicable Government-wide Federal Information Processing Standards developed by the National Institute of Standards and Technology, applicable public laws, Office of Management and Budget circulars, and NRC policies and procedures. Particular attention is necessary to incorporate security features in the design of systems that process sensitive data. The format of software deliverables is specified in NRC Bulletin 0904-4. If any deliverable is provided on diskette, the diskette shall be scanned for viruses by the contractor and verified to be free of viruses before delivery to NRC. All software development, modification, or maintenance tasks shall follow general guidance provided in NUREG/BR-0167, "Software Quality Assurance Program and Guidelines." NRC shall advise the servicing agency Patent Counsel with respect to any rights in the software that NRC desires under any particular project, which rights include NRC imposing restrictions on use, and distribution of the software by servicing agency.

6. Stop-Work Order

The NRC CO may, at any time, by written modification to the servicing agency, require the servicing agency to stop all or any part of the work called for by this work order for a period of up to 90 days after the order modification is delivered to the servicing agency, and for any further period to which the parties may agree. Any such order will be specifically identified as a "stop-work order" issued pursuant to this clause. Upon receipt of such an order, the servicing agency shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work order is delivered to servicing agency or within any extension of that period to which the parties shall have agreed the office shall either:

Cancel the stop-work order

Terminate the work covered by this work order

If a stop-work order issued under this clause is cancelled or the period of the stop-work order or any extension thereof expires, servicing agency will authorize the resumption of the work. An adjustment will be made in the delivery schedule or cost, or both, and the Order must be modified in writing accordingly. If a stop-work order is not cancelled and the work covered by the order is terminated in accordance with the terms of the GT&C section of the IAA, costs resulting from the stop-work order will be allowed in arriving at the termination settlement.

STATEMENT OF WORK

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) is an independent agency established by the Energy Reorganization Act of 1974 that began operations in 1975 as a successor to the Atomic Energy Commission. The agency's mission is to license and regulate the Nation's civilian use of radioactive materials to protect public health and safety, promote the common defense and security, and protect the environment. The Nuclear Regulatory Commission (NRC) as a collegial body formulates policies, develops regulations governing nuclear reactor and nuclear material safety, issues orders to licensees, and adjudicates legal matters.

NRC seeks to renew the partnership with the Office of Personnel Management's Performance Management Solutions (OPM) to provide a workshop for NRC supervisors, managers, and executives. In the fall of 2013, supervisors and managers attended a workshop on the importance of informal feedback, how to structure formal feedback to ensure it is meaningful and influences performance, and how to have difficult conversations. NRC wants to continue this conversation by hosting another workshop focusing on conflict management. OPM has been acknowledged by numerous public agencies for providing cost-effective, practical, and strategic solutions to HR issues.

II. SCOPE OF WORK

OPM proposes the following service to further NRC's commitment to improving the quality of communication and conflict management.

1. **Performance Management Workshop:** OPM will provide an in-person workshop to NRC supervisors, managers, and executives. The workshop will cover the basics and origin of conflict, help identify what participants' workplace conflict resolution style, and discuss strategies to manage conflict. Similar to the first workshop, there will be a role play exercise so participants can immediately apply the material covered in the workshop. OPM will provide soft copies of the training slide deck and hard copies of any handouts and exercises.

III. THE NUCLEAR REGULATORY COMMISSION RESPONSIBILITIES

To ensure the success of this project, NRC agrees to:

1. Provide timely responses to requests for information and relevant materials.
2. Designate a Point of Contact for the workshop.
3. Handle the scheduling and registration for the workshop.
4. Provide physical space for the workshop.
5. Furnish OPM all documents and data necessary to execute the scope of work outlined (EVS results, 360 leadership assessment results, etc.)
6. Allow OPM to bring OPM property (e.g. computers, cellular telephones) onsite. In the event NRC facilities cannot accommodate this provision due to security requirements, NRC will furnish comparable equipment to OPM while onsite.

IV. TIMEFRAMES

OPM has identified consultants who are positioned to being work on this initiative shortly after a Statement of Work is signed by both parties. The workshop is targeted for late May or early June, based on availability of space to host the workshop and schedule of the trainer.

V. COST ESTIMATES

1. Workshop.....	\$4,000
Total.....	\$4,000

VI. OTHER PROVISIONS

Warranties by OPM: OPM represents and warrants to NRC that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any Federal, state or municipal laws.

Agency Policies: Nothing in this Agreement is intended to conflict with current OPM or NRC directives. If the terms of this Agreement are inconsistent with existing directives of either of the agencies entering into the Agreement, then those portions of this Agreement determined to be inconsistent will be invalid; however, the remaining terms and conditions not affected by the inconsistency will remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an amendment to the Agreement or by entering into a new Agreement, whichever is deemed expedient to the interest of both parties.

Confidentiality: OPM recognizes and acknowledges that this Agreement creates a confidential relationship between OPM and NRC and that information provided by NRC, whether written, oral, or otherwise, may be confidential in nature. OPM will not disclose, except where required by law, rule or regulation, NRC confidential information.

Publicity & Public Statements: OPM reserves the right to promote the existence and nature of the project and the parties to the Agreement (not including monetary value of the project or Agreement) for business development purposes.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

Disagreement on Interpretation of Agreement: Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties will forward the written presentation of the disagreement to respectively higher agency officials for appropriate resolution.

Review by Inspector General: Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this Agreement may be conducted at any time. The Inspector General of OPM, or any of his/her duly-authorized representatives, will have access to any pertinent books, documents, papers and records of the parties to this Agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number NRCHQ8415I0002 - 0000 -
 GT&C # _____ Order # Amendment/Mod # _____

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
	Name U.S. Nuclear Regulatory Commission	U.S. Office of Personnel Management
	Address 11545 Rockville Pike Rockville, MD 20852	1900 E. St. N.W. Washington, DC 20415
2. Servicing Agency Agreement Tracking Number (Optional) _____		
3. Assisted Acquisition Agreement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
4. GT&C Action (Check action being taken)		
<input checked="" type="checkbox"/> New		
<input type="checkbox"/> Amendment – Complete only the GT&C blocks being changed and explain the changes being made.		
<input type="checkbox"/> Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>07-01-2015</u> End Date <u>06-30-2016</u> of IAA or effective cancellation date <small>MM-DD-YYYY MM-DD-YYYY</small>		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.		
Yes <input type="checkbox"/> If Yes, is this an: Annual Renewal <input type="checkbox"/>		
Other Renewal <input type="checkbox"/> State the other renewal period: _____		
No <input checked="" type="checkbox"/>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation		
Note: Specific advance amounts will be captured on each related Order.		

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
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IAA Number NRCHQ841510002 - 0000 -
 GT&C # _____ Order # Amendment/Mod # _____

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)
 (Optional for Assisted Acquisitions)

Direct Cost _____ \$4,000.00
 Overhead Fees & Charges _____
 Total Estimated Amount _____ \$4,000.00

Provide a general explanation of the Overhead Fees & Charges

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Revolving Working Economy Act Other
 Fund Fund Capital Fund (31 U.S.C. 1535/FAR 17.5) Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
 5 U.S.C. 1304(e)(1)

b. Servicing Agency's Authority (Check One)

Franchise Revolving Working Economy Act Other
 Fund Fund Capital Fund (31 U.S.C. 1535/FAR 17.5) Authority

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
~~OPM Part 31.501-6 (2), 300 and 335 implement Sect. 4 of Public Law 104-52~~
 5 U.S.C. 1304 (e)

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)

OPM will provide an in-person workshop to NRC supervisors, managers, and executives to further NRC's commitment to improving the quality of communication and conflict management. For details, see SOW attached.

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

Detailed in SOW attached.

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13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).
No special restrictions.

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10: Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

30

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

n/a

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

n/a

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

n/a

**United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section**

IAA Number NRCHQ841510002 - 0000 -
 GT&C # _____ Order # Amendment/Mod # _____

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)
 See SOW attached.

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)
 n/a

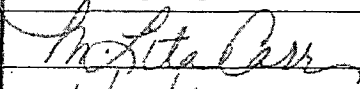
22. Annual Review of IAA
 By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23. AGENCY OFFICIAL	Requesting Agency	Servicing Agency
Name	M'Lita Carr	Rebecca Ayers
Title	Contracting Officer	Manager, Performance Management Solutions
Telephone Number(s)	(301) 415-6869	(919) 362-1439
Fax Number		
Email Address	M'Lita.Carr@nrc.gov	Rebecca.Ayers@opm.gov
SIGNATURE		REBECCA AYERS Digitally signed by REBECCA AYERS
Approval Date	6/10/15	Date: 2015.06.15 08:23:38 -04'00'