

INTERAGENCY AGREEMENT		1. IAA NO. NRC-HQ-84-15-I-0003			PAGE OF 1 17	
2. ORDER NO.		3. REQUISITION NO. OCHCO-15-0100		4. SOLICITATION NO.		
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE 06/12/2015		7. PERIOD OF PERFORMANCE 07/26/2015 TO 07/25/2016		
8. SERVICING AGENCY NATIONAL TECHNICAL INFORMATION ALC: DUNS: +4: OFFICE OF FEDERAL SERVICES NATIONAL TECHNICAL INFORMATION SERVICE DEPARTMENT OF COMMERCE POC Ms. Lu Lathan TELEPHONE NO. 703-605-6186				9. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852 USA		
10. REQUESTING AGENCY HR ALC: 3100 DUNS: +4: US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE ROCKVILLE MD 20852-2738 POC Fatima Shuler TELEPHONE NO. 301-415-7044				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 Economy Act		
				14. PROJECT ID		
				15. PROJECT TITLE TIER 1 LEARNING MANAGEMENT SYSTEM (LMS) HELP DESK		
16. ACCOUNTING DATA 2015-X0200-FEEBASED-84-84D003-51-N-156-6024-251E						
17. ITEM NO.	18. SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE
00001	<p>This is Master IAA: N/A</p> <p>iLearn Tier 1 Learning Management System (LMS) Help Desk Support renewal Total Obligated Amount\$56,417.36 Incrementally Funded Amount: \$36,000.00</p> <p>The total amount of award: \$56,417.36. The obligation for this award is shown in box 24.</p>					56,417.36
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$36,000.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)		
25b. NAME AND TITLE Tier 1 LMS Help Desk Support		25c. DATE		26b. CONTRACTING OFFICER DANIEL APP		26c. DATE 06/15/2015

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

DEC 09 2015

ADM002

STATEMENT OF WORK

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), established by the Energy Reorganization Act of 1974, is responsible for regulating domestic activities related to radiation protection and nuclear safety for nuclear facilities and for promoting the common defense and security related to uses of radioactive materials. The NRC also licenses the import and export of radioactive materials, participates in international nuclear activities including multilateral and bilateral safety and security activities, and works closely with its international counterparts to enhance nuclear safety and security worldwide.

The goals of the Commission are:

Safety: Ensure adequate protection of public health and safety and the environment.

Security: Ensure adequate protection in the secure use and management of radioactive materials.

The NRC must provide a robust program of training, development, and knowledge transfer to ensure that employees attain and sustain the skills needed to implement the Commission's mission and strategic goals.

While the Office of the Chief Human Capital Officer (OCHCO), Human Resources Training and Development (HRTD) has successfully met the majority of the NRC's training needs, the agency has identified a number of challenges that may impact the ability of the program to sustain a level of support, such as the need for new skills in threat analysis and emergency preparedness, the introduction of new nuclear power technologies, and increased licensing and regulatory activities to renew existing power plant licenses, to name a few.

NRC has a requirement for support of the Tier 1 Learning Management System (LMS) Help Desk for the NRC.

2.0 OBJECTIVE

The objective is to provide LMS help desk support for NRC employees and contractors.

3.0 SCOPE OF WORK

The servicing agency must provide all resources necessary to accomplish the tasks and deliverables described in this statement of work (SOW). The servicing agency must provide Tier 1 LMS Help Desk Support. The Tier 1 LMS Help Desk Support provides basic software application or hardware support to customers via e-mail or phone call.

The purpose of this project is to provide the NRC with these services.

- **Tier 1 Support:** Tier 1 provides basic software application and/or hardware support to callers.
- **Tier 2 Support:** Tier 2 provides more complex support and/or subject matter expertise on software applications and/or hardware and is usually an escalation of the incident from Tier 1.

- **Tier 3 Support:** Tier 3 provides support on complex hardware and network operating system software and usually involves certified systems engineers. Call lengths on Tier 3 vary widely depending upon the type of incident.

The NRC will provide LMS administrative access to the Tier 1 LMS Help Desk Support so they can perform the outlined tasks. The NRC will be available to assist the servicing agency with incidents outside of the defined scope (e.g., new or unfamiliar incidents and escalation to Tier 2 Support). The NRC will inform the servicing agency of system errors and scheduled or unscheduled maintenance of the LMS which may require system downtime. The NRC will inform the servicing agency of planned course assignments, including the assignment date, due date, and audience.

4.0 SPECIFIC TASKS

The servicing agency will support the current SuccessFactors LMS version, as well as future upgrades and releases. Support is currently provided by GP Strategies Corporation (GP Strategies). GP Strategies will continue to provide support 24 hours per day, 7 days per week, less Federal Government holidays.

Support includes:

- Dedicated Tier 1 domestic toll-free phone number
- Dedicated Tier 1 e-mail address
- End user-specific agent phone response
- End user-specific formatting and content included in response e-mail
- Report of weekly help desk incidents
- Report of monthly aggregate data including call center statistics, e-mail statistics, and customer satisfaction survey data
- Report of annual volume and trends

The servicing agency will provide troubleshooting and LMS usage assistance to the customer's LMS end users which will include, but will not be limited to, the following:

- User ID verification
 - Provide User ID information to end users after confirmation of their identity.
- Supervisor Select assistance
 - Provide instruction to end users who request to change their supervisor in the LMS.
- Registration issues
 - Assist NRC staff with scheduled offering registrations and cancellations for internal instructor-led courses.
- Password resets and lockouts
 - The servicing agency will follow NRC guidance for password resets.
- General navigation of the LMS
 - Provide assistance to end users about where to find information in their LMS account.
- Certificates of completion

- Provide instruction to end users about printing certificates of completion from their Completed Work List.
- Browser compatibility and verification
 - Assist end users with the Check My Computer function to check their computer's compatibility with the LMS.
- Content launch/tracking issues
 - For course launch issues, the servicing agency should walk end users through the steps of launching the course to identify the issue.
 - The NRC will provide scripts and screenshots to the servicing agency for common course issues.
- Pop-up blocker
 - Assist end users with the Check My Computer function in the LMS to determine if the end user's pop-up blocker is enabled, and instruct end users how to disable their pop-up blocker.
- Java Runtime Environment (JRE) compatibility and verification
 - Assist end users with the Check My Computer function in the LMS to determine if the JRE is compatible with the LMS.
- Flash Player compatibility and verification
 - Assist end users with the Check My Computer function in the LMS to determine if the Flash Player is compatible with the LMS.
- External training (SF-182) assistance
 - Provide assistance to end users on how to complete and submit an SF-182 in the LMS, and how to view their approval status.
- Referrals to NRC Tier 2 Support
 - Escalate incidents and requests outside of the defined scope to NRC Tier 2 Support.

5.0 DELIVERABLES AND/OR MILESTONES SCHEDULE

The servicing agency must electronically submit a monthly status report to the contracting officer representative (COR). The monthly status report outlines the prior month's incoming incident statistics, service level agreements, and customer satisfaction survey results. The servicing agency will participate in monthly conference calls with the COR, in which the monthly status report will be discussed. In addition, the servicing agency should provide the COR with a weekly report detailing the incidents received.

6.0 TECHNICAL AND OTHER SPECIAL QUALIFICATIONS REQUIRED

Specialized experience must include proficiency with the SuccessFactors LMS.

7.0 ESTIMATED LABOR CATEGORIES AND LEVELS OF EFFORT

N/A

8.0 MEETINGS AND TRAVEL

There will be no domestic or foreign travel for meetings.

All travel requires written government approval from the contracting officer (CO), unless otherwise delegated to the COR.

Foreign travel for the servicing agency's personnel requires a 60-day lead time for NRC approval. For prior approval of foreign travel, the servicing agency shall submit an NRC Form 445, "Request for Approval of Official Foreign Travel." NRC Form 445 is available in the NRC Documents Library (<http://www.nrc.gov/reading-rm/doc-collections/forms/>). Foreign travel is approved by the NRC Executive Director for Operations (EDO).

9.0 REPORTING REQUIREMENTS

The servicing agency reports the incidents received on a weekly basis to the COR. On a monthly basis, the servicing agency reports a summary of the prior month's incoming incident statistics, service level agreements, and customer satisfaction survey results.

10.0 PERIOD OF PERFORMANCE

The estimated period of performance for this work is July 26, 2015 to July 25, 2016. The servicing agency must provide support during this time, less Federal Government holidays.

11.0 CONTRACTING OFFICER'S REPRESENTATIVE

The COR monitors all technical aspects of the agreement/task order and assists in its administration. The COR is authorized to perform the following functions: assure that the servicing agency performs the technical requirements of the agreement/task order; perform inspections necessary in connection with agreement/task order performance; maintain written and oral communications with the servicing agency concerning technical aspects of the agreement/task order; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor the servicing agency's performance and notify the servicing agency of any deficiencies; coordinate availability of NRC-furnished material and/or government-furnished property; and provide site entry of servicing agency personnel.

Contracting Officer's Representative

Name: Danielle Sullivan
Agency: U.S. Nuclear Regulatory Commission
Office: OCHCO
Mail Stop: 3WFN-02C28M
Washington, DC 20555-0001
E-Mail: Danielle.Sullivan@nrc.gov
Phone: 301-287-0586

Alternate Contracting Officer's Representative

Name: Andrey Korsak
Agency: U.S. Nuclear Regulatory Commission
Office: OCHCO
Mail Stop: 3WFN-02C28M
Washington, DC 20555-0001
E-Mail: Andrey.Korsak@nrc.gov
Phone: 301-287-0574

12.0 MATERIALS REQUIRED

N/A

13.0 NRC-FURNISHED PROPERTY/MATERIALS

N/A

14.0 RESEARCH QUALITY

N/A

**15.0 STANDARDS FOR CONTRACTORS WHO PREPARE NUREG-SERIES
MANUSCRIPTS**

N/A

16.0 OTHER CONSIDERATIONS

References

N/A

Access to Non-NRC Facilities/Equipment

N/A

Applicable Publications

N/A

Controls over document handling and non-disclosure of materials

N/A

ATTACHMENT 2

PRICE SCHEDULE RESULTING FROM STATEMENT OF WORK

The following chart provides a price breakdown for the services described in this proposal. Period of performance is from July 26, 2015 through and concluding July 25, 2016.

Task	Monthly Cost	Units	Contract Type	Total Cost
Implementation and set up fee	N/A		Firm Fixed Price	\$0
Monthly Tier 1 Help Desk Support			Firm Fixed Price	
TOTAL MONTHLY COST				
SUB TOTAL ANNUAL COST				
NTIS' Labor, Overhead and Management Fee				
TOTAL	\$56,417.36			

Billing Terms

- Pricing for services is a fixed price.
- Payment terms are Net 30 days on all invoices.
- GP Strategies will bill the service line items at the beginning of each month for the previous month's support.

ATTACHMENT 3

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. Key Personnel

The individual(s) identified as key personnel is (are) considered essential to the successful performance of the work. The servicing agency agrees that these personnel shall not be removed from the project or replaced without complying with the following:

- If one or more of the key personnel, for whatever reason, becomes or is expected to become unavailable for work under this IAA for a continuous period exceeding 30 workdays, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the servicing agency shall immediately notify the NRC CO of its intent to make key personnel replacements.
- All requests for approval of substitutions on a project shall be in writing and shall provide detailed explanation of the circumstances necessitating the proposed substitutions. The request shall contain a complete résumé for the proposed substitute and other information requested by the NRC CO to approve or disapprove the proposed substitution. The NRC will evaluate such requests and promptly notify the servicing agency of its approval or disapproval thereof in writing.
- The project may be terminated if the NRC determines that:
 - o Suitable and timely replacements of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the project are not reasonably forthcoming.
 - o The resultant reduction of effort or expertise would be so substantial as to impair the successful completion of the work order.

3. 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 O3-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

4. Status Reports

The servicing agency shall submit a Status Report in accordance with the SOW and the Status Report Requirements, if attached to the SOW, to the NRC CO and NRC COR with a copy to the Office of Administration/Acquisition Management Division to ContractsPOT.Resource@nrc.gov.

5. 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.

7. Incompatibility Between Regular Duties and Private Interests

(a) Employees of the servicing agency's contractor shall not be permitted to make or influence any decision on behalf of the contractor which directly or indirectly affect the interest of the Government, if the employee's personal concern in the matter may be incompatible with the interest of the Government. For example: An employee of a contractor will not negotiate, or influence the award of, a subcontract with a company in which the individual has employment relationship or significant financial interest; and an employee of a contractor will not be assigned the preparation of an evaluation for the servicing agency for any technical aspect of the work of another organization with which the individual has an employment relationship, or significant financial interest, or which is a competitor of an organization (other than the contractor who is the individual's regular employer) in which the individual has an employment relationship or significant financial interest.

(b) The contractor shall be responsible for informing employees that they are expected to disclose any incompatibilities between duties performed for the contractor and their private interests and to refer undecided questions to the contractor.

9. Acquired Material, Equipment, or Software (Property)

In accordance with the SOW, the servicing agency proposal must include a description of the property required for project performance that has an estimated acquisition cost of \$500 or more. The proposal must also identify the potential development of NRC-funded software during

the project. NRC-funded software is software specifically developed for NRC by the servicing agency and is generally the deliverable for the project.

After the NRC reviews the list of property and NRC-funded software included in the servicing agency proposal, any questions regarding the acquisition of property or the development of NRC-funded software will be addressed with the servicing agency during negotiations. After negotiating project terms and conditions, NRC shall issue the IAA for the servicing agency's acceptance authorizing the work and approving acquisition of property or development of NRC-funded software.

The servicing agency shall submit a written request to the NRC CO for approval to develop additional NRC-funded software or purchase additional property with an estimated acquisition cost of \$500 or more after work initiation. The NRC CO shall approve or disapprove the acquisition or development of any additional items in writing.

The servicing agency shall report property, including software, with an acquisition cost of \$500 or more in the status report in the month the property or software was acquired. The servicing agency shall provide the information required by the Status Report Requirements for each item reported as appropriate, in the status report:

10. Dissemination of Project Information/Publication Requirements

(a) Prior to any dissemination, display, publication, presentation, or release of papers, articles, reports, summaries, or abstracts developed under the NRC/servicing agency agreement, the servicing agency shall submit them to the NRC for review and comment. NRC shall have a review and comment period of at least [60] days, after which both an NRC and servicing agency representative at the lowest management level, shall attempt to resolve any differing viewpoints or statements which are the subject of NRC objection. If the matter cannot be resolved at that level, the issue shall be brought up to the next management level in both organizations until an agreement can be reached or it reaches the Office Director level. In the event resolution cannot be achieved, the NRC may direct the servicing agency to not publish the work as a NUREG/CR, but publish as a servicing agency report without the NRC office name or Contracting Officer's Representative (COR)'s name listed on the report, and with a Disclaimer conspicuously noted on the report, article, summary, abstract or related document that the servicing agency intends to release, display, disseminate or publish to other persons, the public or any other entities:

"The views expressed in this [paper, journal article, report, summary, or abstract] do not represent those of the U.S. Nuclear Regulatory Commission."

(b) The NRC and servicing agency agree to handle all classified information provided or developed during the course of this project in accordance with all applicable laws and regulations governing the handling of such information. In the event NRC determines during its review and comment period that a draft servicing agency paper, article, report, summary, or abstract contains classified information regarding the work performed for NRC, NRC, in addition to commenting on the subject matter, shall also direct the servicing agency to direct an authorized classification authority to appropriately review, classify and mark the product, pursuant to nationally acceptable standards/guidelines. Under these circumstances, the Laboratory will either publish the work solely as a classified product pursuant to NRC direction, or not publish the work in any format. In cases where classification of the product is in dispute,

NRC may consult with servicing agency's Office of Classification; however NRC retains the ultimate authority over the classification of the product.

(c) In addition, travel costs to present papers or reports developed under the NRC/servicing agency agreement may not be authorized if the NRC determines that presentation of the paper does not support the NRC program or project. Such determination will not affect payment of the contract work costs.

(d) The servicing agency contractor, to the extent it is permitted to and asserts copyright therein, grants a royalty-free, nonexclusive, irrevocable worldwide license to the Government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, abstracts, and related documents developed under the Agreement, for any governmental purposes and to have or authorize others to do so.

11. Review and Approval of Reports

The servicing agency shall comply with the terms and conditions of the agreement regarding the contents of the draft and final reports, summaries, data and related documents, to include correcting, deleting, editing, revising, modifying, formatting and supplementing and of the information contained therein. Corrective actions shall not be undertaken unless sufficient funding from NRC is available to cover the costs of the corrective actions. Performance under the agreement shall not be deemed accepted or completed until it complies with NRC's directions.

Identification/Marking of Sensitive Unclassified and Safeguards Information. The servicing agency shall comply with the requirements stated MD's 12.7 "NRC Safeguards Information Security Program as follows:

a) Classification Clause

To the extent that the performance of work under this work order involves classified information, the following clause is applicable:

- In the performance of work under this work order, servicing agency shall ensure that a servicing agency authorized classifier shall assign classification levels to all documents, material, and equipment originated or generated by the performing organization in accordance with classification guidance furnished by the Commission. Each subcontract and purchase order issued hereunder involving the generation of classified documents, material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, a servicing agency authorized classifier shall assign classification levels to all such documents, material, and equipment in accordance with classification guidance furnished by the NRC.
- When appropriate, the attached NRC Form 187, "Contract Security and/or Classification Requirements," is a part of this work order. It is the responsibility of the NRC office originating the work order to review the classification assigned and to refer any problems to the NRC Division of Security Operations (DSO), NSIR, for resolution.

b) Safeguards Information, Unclassified Controlled Nuclear Information, or Unescorted Access to Protected and Vital Areas of Nuclear Power Plants

To the extent that the performance of work under this work order involves Safeguards Information (SGI), the following clause is applicable:

In the performance of the work under this project, servicing agency shall assure that the Servicing agency shall mark and protect all documents, material, and equipment originated, generated, or received by the performing organization in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954, as amended, its implementing regulations (10 CFR 73.21), "Protection of Safeguards Information: Performance Requirements." Further guidance on the protection of Safeguards Information and examples of proper marking of cover; title page, and back cover are contained in NRC Management Directive (MD) 12.7, "NRC Safeguards Information Security Program" and the NRC Guide to Marking Safeguards Information.

To the extent that performance of work under this work order involves unclassified controlled nuclear information (UNCI), the following clause is applicable:

In the performance of the work under this project, servicing agency shall assure that the Servicing agency shall mark and protect all documents, material, and equipment originated, generated, or received by the performing organization in accordance with the provisions of Section 148 of the Atomic Energy Act of 1954, as amended, its implementing servicing agency regulations, and servicing agency orders and guidance.

It is the responsibility of the NRC office originating the work to indicate whether the work will involve SGI or unescorted access to protected and vital areas of nuclear power plants. An NRC Form 187, "Contract Security and/or Classification Requirements," shall be completed to indicate such access.

c) Proprietary Information

In connection with the performance of work under this work order, NRC may furnish for the servicing agency review, evaluation, or other use certain trade secrets or confidential or privileged commercial or financial information determined by the office to be exempt from public inspection or disclosure. A synopsis of such information must be submitted in writing to the servicing agency before reaching agreement with the office on the acceptance and use of the information. Up-to-date guidance on the protection of proprietary information used in reports prepared by the Servicing agency on proper marking of cover, title page, and back cover may be obtained from the NRC COR.

Proprietary or other privileged information may be provided by the office on an individual basis to servicing agency employees working as NRC consultants with the understanding that it shall be protected from disclosure and shall be returned to the office upon completion of the work. Any such claimed proprietary data will be appropriately identified and marked as such. The use of proprietary information in reports prepared by consultants requires protection. Further information may be obtained from the NRC COR.

d) Other Sensitive Unclassified Non-Safeguards Information (SUNSI)

Information other than safeguards, unclassified controlled nuclear, proprietary information, and pre-decisional information may at times be determined to be sensitive. The use of such

information in reports requires the specific NRC designation and protection as prescribed by the NRC SUNSI policy. Further information may be obtained from the NRC COR.

12. Sensitive Information Work Efforts

To the extent that the performance under this work order involves classified information, the following clauses are applicable:

- Responsibilities. The servicing agency and the servicing agency contractor, if any, shall be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other National Security Information and for protecting it against sabotage, espionage, loss, and theft in accordance with applicable NRC and servicing agency security regulations and requirements.
- Transmission of Classified Matter. Except as otherwise expressly provided, servicing agency or the servicing agency contractor shall, upon completion or termination of the work order, transmit to the NRC program office all classified matter in its possession or in the possession of any person under its control in connection with performance of this work order. If retention of any classified matter is required by servicing agency or the servicing agency contractor, servicing agency must obtain the approval of the NRC program office and complete a certificate of possession specifying the classified matter to be retained.
- Regulations. servicing agency and the servicing agency contractors shall be responsible for compliance with all applicable NRC and servicing agency security regulations and requirements.
- Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) the design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means classified information related primarily to the military utilization of atomic weapons that can be adequately safeguarded as National Security Information, subject to the restrictions on transmission to other countries and regional defense organizations that apply to Restricted Data.
- Definition of National Security Information. National Security Information is information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is so designated.
- Security Clearance of Personnel. servicing agency and servicing agency laboratories shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or National Security Information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Orders 12968 and 10865, and servicing agency regulations or requirements applicable to the particular type or category of classified information to which access is required.

the public domain and to copyright the new, non-NRC-funded versions of these codes without NRC approval.

15. *Appropriate Use of Government Furnished Information Technology (IT) Equipment and/or its Services/Access*

When the NRC work at a servicing agency site requires electronic processing of information, servicing agency will follow NIST Special Publication (SP) 800-37 Rev. 1 or later, and SP 800-53 Rev. 3 or later (which are based on FIPS-199 and FIPS-200). For those specific projects with electronic processing of Safeguards Information (SGI), Restricted Data (RD) and/or Unclassified Nuclear Information (UCNI), the NRC shall provide servicing agency with the appropriate requirements that must be met on a project by project basis. In addition, for those specific projects that require classified electronic information processing, servicing agency will follow the CNSS policy, directives, instructions, and guidance.

16. *NRC Information Technology Security Training*

The servicing agency and its contractors shall ensure that their employees, consultants, and subcontractors with access to the NRC's information technology (IT) equipment and/or IT services complete NRC's online initial and refresher IT security training requirements to ensure that their knowledge of IT threats, vulnerabilities, and associated countermeasures remains current. Both the initial and refresher IT security training courses generally last an hour or less and can be taken during the employee's regularly scheduled work day. Agency/Contractor shall ensure that their employees, consultants, and subcontractors, with access to the NRC's IT equipment, complete the Information Security (INFOSec) Awareness Training annually; no later than December 31.

The servicing agency and its contractor employees, consultants, and subcontractors shall complete the NRC's online, "Computer Security Awareness" course on the same day that they receive access to the NRC's IT equipment and/or services, as their first action using the equipment/service. For those contractor employees, consultants, and subcontractors who are already working under an existing agreement/contract, the online training must be completed in accordance with agency Network Announcements issued throughout the year.

The servicing agency and its contractor employees, consultants, and subcontractors who have been granted access to NRC information technology equipment and/or IT services must continue to take IT security refresher training offered online by the NRC throughout the term of the agreement/contract.

The servicing agency and its contractor employees will receive notice of NRC's online IT security refresher training requirements through agency-wide notices.

The NRC reserves the right to deny or withdraw the servicing agency and its contractor use or access to NRC IT equipment and/or services should the Agency/Contractor violate the Agency/Contractor's responsibility under this clause.

19. 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.

20. Termination

This Agreement may be unilaterally terminated by either party generally upon 30 days' written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.