National Nuclear Security Administration
Sandia Field Office
P.O. Box 5400
Albuquerque, New Mexico 87185-5400

US Nuclear Regulatory Commission
April Bucher
Mailstop OWFN 14 A31
11555 Rockville Pike
Rockville, MD 20852-

06/27/2017

Letter Number:
SNL/OFA:17 - 13446

Funding Document:	NRCHQ7G17D0001-0
Document Purpose:	$100,000.00 (SNL $97,087.38, DOE $2,912.62)
Agreement Performance End Date:	Jun 30, 2021
DOE Facility:	Sandia National Laboratories,NM
DOE Contractor:	National Technology and Engineering Solutions of Sandia, LLC
DOE Contact:	MARTINEZ, M. CHRISTINA (505) 845-4577 CHRISTINA.MARTINEZ@NNSA.DOE.GOV
Proposal Title:	NRC Support for Iraq
Proposal Number:	NRC7G17D0001 - 0 $100,000.00

Dear Sir or Madam:

The Department of Energy (DOE), National Nuclear Security Administration (NNSA), Sandia Field Office (SFO) has accepted the above-referenced funding document subject to the terms and conditions described herein. The referenced proposal has been reviewed and found acceptable by DOE. Commencement of the referenced work will be contingent upon a DOE-approved National Environmental Policy Act (NEPA) determination.

Funds have been certified as available for placement under Contract DE-NA0003525 with National Technology and Engineering Solutions of Sandia, LLC for performance of the referenced project as reimbursable work on a noninterference basis with DOE-funded programs. By copy of this letter, performance of the work is authorized subject to the above contingency since a valid budgetary resource has been reflected in the current contract modification or will be reflected in the next scheduled contract modification for National Technology and Engineering Solutions of Sandia, LLC.

Consistent with DOE's full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a Laboratory Directed Research and Development (LDRD) cost. Based on the amount of funds being accepted for this project, $5,825.24 represents the estimated amount that will be used for LDRD efforts. DOE believes that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the Laboratory. The Department will conclude that by providing funds to DOE to perform work, you acknowledge that such activities are beneficial to your organization and consistent with Appropriation Acts that provide funds to you.

The referenced project shall be performed under the aforementioned operating contract; the U.S. Economy Act of 1932, as amended; and in accordance with other applicable laws and regulations, if applicable or as noted in the attached funding document. Billing for this work will be done in accordance with current DOE policies. Should additional funding be required to complete the project, you will be notified as to the amount and date

additional funds are needed.

Questions or concerns regarding this submission should be directed to the DOE contact named above and should reference the proposal number.

Sincerely,

Jon E. Holmberg

Digitally signed by Jon E. Holmberg
DN: c=us, o=u.s. government, ou=department of energy, ou=Energy IT Services, ou=DOE Common Operating Environment, ou=People, cn=Jon E. Holmberg
Date: 2017.06.27 09:27:44 -06'00'

Contracting Officer
Sandia Field Office

Enclosure

Copy to: (w/enclosure)

SESANBO@SANDIA.GOV	SCOTT EDWARD SANBORN
MRCHARY@SANDIA.GOV	MICHELE R. CHARY
WFOTEAM@NNSA.DOE.GOV	OFFM WFO ANALYSTS
REIMBFND@SANDIA.GOV	
DONSMIT@SANDIA.GOV	DONNA M. SMITH
CDWHITL@SANDIA.GOV	CHRISTINE D. WHITLEY
APRIL.BUCHER@NRC.GOV	APRIL BUCHER

06/27/2017

INTERAGENCY AGREEMENT

1. IAA NO. NRC-HQ-7G-17-D-0001

PAGE 1 OF 2

2. ORDER NO.

3. REQUISITION NO. OIP-17-0019

4. SOLICITATION NO.

5. EFFECTIVE DATE 06/06/2017

6. AWARD DATE 06/06/2017

7. PERIOD OF PERFORMANCE ~~06/15/2017~~ TO 06/30/2021 Sandia start date is date of SFO CO acceptance

8. SERVICING AGENCY
ALBUQUERQUESANDIA NATL LAB
ALC:
DUNS: 155505027 +4:
DOENNSASFO
CONTRACTING OFFICER
PO BOX 5400
ALBUQUERQUE NM 87185-5400

POC Christine Whitley
TELEPHONE NO. 505-844-3811

9. DELIVER TO
JACK RAMSEY
US NUCLEAR REGULATORY COMMISSION
MAILSTOP OWFN 14 A31
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 APRIL BUCHER
TELEPHONE NO. 301-415-0144

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-8E06M
WASHINGTON DC 20555-0001

13. LEGISLATIVE AUTHORITY
Energy Reorganization Act of 1974

14. PROJECT ID
SNL Proposal #NRC7G17D0001 per attached email dated 6/13/17 - CW, Org 10575

15. PROJECT TITLE
SEE BLOCK 18

16. ACCOUNTING DATA
2017-X0200-FEEBASED-7G-7GD001-34-3-208-1061-253D

17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	The NRC and the DOE Laboratory (SNL) hereby enter into this Agreement NRC-HQ-7G-17-D-0001 for the project entitled, "Strengthening Regulatory Oversight of the utilization, storage, and disposal of radioactive materials in the Republic of Iraq." The performance period for this agreement shall commence on ~~June 15, 2017~~ Sandia start date is date of SFO CO acceptance and will expire on June 30, 2021. Notwithstanding the agreement effective dates and period of performance start dates stated in the agreement, the effective date of Continued ...			45014037D (7000109) 3Z (05499) SNL $97,087.38 58 $ 2,912.62 NRCHQ7G17D0001 Annette M. Leyba, Certifying Officer PPB&E, SPP, NA-MB-53 2017.06.23 13:18:06 -06'00'	

23. PAYMENT PROVISIONS

24. TOTAL AMOUNT $100,000.00

25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)
Jon E. Holmberg
Digitally signed by Jon E. Holmberg
DN: c=us, o=u.s. government, ou=department of energy, ou=Energy IT Services, ou=DOE Common Operating Environment, ou=People, cn=Jon E. Holmberg
Date: 2017.06.27 09:27:58 -06'00'

26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING)

25b. NAME AND TITLE
Jon E. Holmberg, NNSA Contracting Officer

25c. DATE

26b. CONTRACTING OFFICER
MICHAEL A. TURNER

26c. DATE 6/6/2017

the agreement and start date of the period of performance are the last date of signature by the parties.

Consideration and Obligations:

(a) Authorized Cost Ceiling:$801,890.00

(b) The amount presently obligated with respect to this DOE Agreement is $100,000.00. When and if the amount(s) paid and payable to the DOE Laboratory hereunder shall equal the obligated amount, the DOE Laboratory shall not be obligated to continue performance of the work unless and until the NRC Contracting Officer shall increase the amount obligated with respect to this DOE Agreement. Any work undertaken by the DOE Laboratory in excess of the obligated amount specified above is done so at the DOE Laboratory's sole risk.

The following documents are hereby made part of this Agreement:

Attachment No. 1: Statement of Work
Attachment No. 2: DOE Laboratory Standard Terms and
Conditions

[ ] Fee Recoverable Work
[x] Non-fee Recoverable Work

This agreement is entered into pursuant to the authority of the Energy Reorganization Act of 1974, as amended (42 U.S.C 5801 et seq.). This work will be performed in accordance with the NRC/DOE Memorandum of Understanding dated November 24, 1998. To the best of our knowledge, the work requested will not place the DOE and its contractor in direct competition with the domestic private sector.

DUNS: 040535809
TAS: 31X0200.320
ALC: 31000001
Master IAA: N/A

From:	Chary, Michele
To:	Whitley, Christine
Cc:	Interagency Agreement Admin
Subject:	RE: ACTION: NEED SNL PROPOSAL # -- NRCHQ7G17D0001-00
Date:	Tuesday, June 13, 2017 10:04:37 AM
Attachments:	image001.png

Hi Christine,

This is the proposal # in SPP

Proposal: NRC7G17D0001

Thanks,

Michele Radha Chary

Project Controller for NRC & CASL Projects

Telephone: 505 844 4499

Email: mrchary@sandia.gov

From: Whitley, Christine
Sent: Friday, June 09, 2017 8:37 AM
To: Chary, Michele
Cc: Interagency Agreement Admin
Subject: ACTION: NEED SNL PROPOSAL # -- NRCHQ7G17D0001-00

Michele,

You received the attached IA/SOW/GT&C from NRC for $100K and the IA does not identify the SNL Proposal number that will receive the funding. I checked SPPa and was unable to locate a Proposal under NRC #NRC7G17D0001. Please send the Proposal number to us to complete the review.

Christine Whitley

OFA Interagency Agreements Team Lead

SPP CRADA Agreements Dept. 10575

MS-0115

Phone: (505) 844-3811

Fax: (505) 844-8616

Albuquerque, NM 87185-0115

Email: iaadmin@sandia.gov

-----Original Message-----

From: Bucher, April [mailto:April.Bucher@nrc.gov]

Sent: Tuesday, June 06, 2017 10:16 AM

To: Chary, Michele <mrchary@sandia.gov>; Interagency Agreement Admin <iaadmin@sandia.gov>; NRC Support <nrcsupport@sandia.gov>

Cc: Ramsey, Jack <Jack.Ramsey@nrc.gov>

Subject: [EXTERNAL] FOR SIGNATURE: NRC-HQ-7G-17-D-0001

Good afternoon,

Please see the attached award document for signature. Please sign and return as soon as possible, thank you.

U.S.NRC
United States Nuclear Regulatory Commission
Protecting People and the Environment

COVER PAGE ADDENDUM TO:
STATEMENT OF WORK (SOW)
(Interagency Agreements including DOE Laboratory)

NRC Agreement Number NRC-HQ-7G-17-D-0001	NRC Agreement Modification Number	NRC Task Order Number (If Applicable)	NRC Task Order Modification Number (If Applicable)
Project Title Strengthening regulatory oversight of the utilization, storage, and disposal of radioactive materials in the Republic of Iraq			
Job Code Number	**B&R Number**	**Servicing Agency Sandia National Laboratory**	
NRC Requisitioning Office Office of International Programs		**Period of Performance** June 15, 2017– June 30, 2021	
NRC Form 187, Contract Security and Classification Requirements ☐ Applicable ☒ Not Applicable		☐ Involves Proprietary Information ☐ Involves Sensitive Unclassified	
☒ Non Fee-Recoverable		☐Fee-Recoverable (If checked, complete all applicable sections below)	
Docket Number (If Fee-Recoverable/Applicable)		**Inspection Report Number (If Fee Recoverable/Applicable)**	
Technical Assignment Control Number (If Fee-Recoverable/Applicable)		**Technical Assignment Control Number Description (If Fee-Recoverable/Applicable)**	

CONTRACTING OFFICER'S REPRESENTATIVE

Contracting Officer's Representative

Name: Jack Ramsey
Agency: U.S. Nuclear Regulatory Commission
Office: Office of International Programs
Mail Stop: O-14A20
Washington, DC 20555-0001
E-Mail: Jack.Ramsey@NRC.gov
Phone: 301-287-9436

GOVERNMENT-FURNISHED PROPERTY (GFP)

N/A

STATEMENT OF WORK (SOW)

(Interagency Agreements)

Contents

1.0 Background
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  8.1 Monthly Letter Status Report (MLSR)
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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(Interagency Agreements)

1.0 BACKGROUND

The U.S. Nuclear Regulatory Commission has been providing regulatory assistance and support to international regulatory counterparts since 1993 to improve the safe and secure use of nuclear and radioactive materials. The goal of these efforts is to strengthen international capabilities for providing effective regulatory oversight of the use of nuclear and radioactive materials. The general areas where NRC has provided technical assistance include oversight of radioactive sources, decommissioning of nuclear facilities, radiation protection/health physics and management and disposal of radioactive wastes.

Sandia has provided technical support to NRC for regulatory assistance activities since 2012. Specifically, Sandia performed technical project and management work through “Strengthening Nuclear Regulatory Oversight in Iraq,” N7510. The proposed work is a continuation of this effort and would leverage previous experience to support nuclear regulatory safety engagement with the IAEA and other countries.

2.0 OBJECTIVE

The principal objectives of this effort are to 1) provide regulatory safety assistance to the regulatory authorities of Iraq (including the Iraqi Radioactive Sources Regulatory Authority (IRSRA) and the Radiation Protection Center of the Ministry of Environment (RPC. To meet these principal objectives, Sandia shall provide personnel with a wide range of scientific and technical disciplines applicable to nuclear safety and security regulations to assist the NRC’s Office of International Programs staff in providing a continuing and uninterrupted transfer of nuclear-related assistance to the Iraqi regulatory counterparts. This includes personnel with experience in such areas as project management, safety and security of radioactive sources, radiation protection/health physics, nuclear facility decommissioning, and radioactive waste management and disposal. Such personnel shall also have background and experience working with Iraqi counterparts and the IAEA.

3.0 SCOPE OF WORK/TASKS

Sandia National Laboratories must provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The servicing agency must provide the listed services described below.

Sandia National Laboratories shall assist the NRC Contracting Officer's Representative (COR) in 1) coordinating activities with other assistance providers, 2) Support Surveying of Radioactive Sources in Iraq, 3) assist the Iraqi Government in developing, adopting and implementing any new laws covering the regulation of nuclear and radioactive materials, 4) provide technical assistance to the Radiation Protection Center of the Iraqi Ministry of Environment (RPC) and Iraqi Radioactive Sources Regulatory Authority (IRSRA) for licensing of a radioactive waste storage/disposal facility, and 5) provide Radioactive Material Inspector training for IRSRA and/or RPC personnel, support the NRC COR in planning and conducting periodic planning meetings with appropriate IRSRA and RPC leadership.

Task 1 Assistance Coordination, Integration and Project Management

Sandia's project manager shall assist the NRC COR in coordinating ongoing or planned activities with other assistance providers. Such coordination could include (though not limited to) representatives of other entities within the government of the United States, representatives of entities within other governments and representatives of international organizations.

Sandia's project manager shall also assist the NRC COR with sharing information on NRC's ongoing and/or planned assistance activities with the international nuclear safety and security community. Activities include publication of written reports in scientific journals and presentations at international conferences and workshops (including those conducted by the International Atomic Energy Agency). This effort includes provision of logistical and travel support for assistance recipients delivering such presentations at international conferences and workshops.

Task 2 Strengthening Regulatory Oversight in Iraq

<u>Support Surveying of Radioactive Sources in Iraq (Task 2.1)</u> - Sandia shall provide technical, administrative and financial assistance to IRSRA to support IRSRA's efforts to develop and maintain a national inventory of radioactive sources in Iraq. This should include supporting IRSRA's inspecting facilities licensed to possess radioactive sources. Activities may include verifying the national inventory of radioactive sources in recently liberated provinces in Iraq. As appropriate, this financial assistance under this task will cover travel expenses and incidental costs associated with conduct of such inspections.

Harmonization of Regulatory Infrastructure in Iraq (Task 2.2) - Sandia shall assist the Iraqis in developing, adopting and implementing any new laws covering the regulation of nuclear and radioactive materials in Iraq to support a merger of the IRSRA and RPC into one regulatory entity. This includes assessing and identifying an appropriate organization structure for a potential new regulatory authority, as well as an assessment and identification of any new training or infrastructure needs. Sandia will also foster cooperation between IRSRA and RPC, including before, during and after a proposed reorganization.

Licensing of LLW Storage and/or Disposal Facility in Iraq (Task 2.3) - Sandia shall provide technical assistance to the RPC and IRSRA for licensing of a radioactive waste storage/disposal facility. This includes potential a potential low-level radioactive waste (LLW) storage facility at Al-Tuwaitha, Iraq and/or a potential disposal facility at Al-Tuwaitha. Assistance provided could include technical advice, training and/or support for scientific visits or fellowships.

Radioactive Material Inspector Training (Task 2.4) - Regulatory inspection activities involving nuclear and radioactive materials frequently necessitate that licensees and inspectors be exposed to ionizing radiation. Such personnel must have sufficient background, experience and training to ensure that their exposures are as low as reasonably achievable. Consistent with this need, Sandia shall provide Radioactive Material Inspector training for IRSRA and/or RPC personnel. The training should address inspection fundamentals such as: 1) shielding of licensed material; 2) comprehensive safety measures; 3) control of licensed material; 4) radiation dosimetry program; and 5) radiation safety training and practices.

Program Planning and Review (Task 2.5) – Sandia shall support the NRC COR in planning and conducting periodic planning meetings with appropriate IRSRA and RPC leadership. Such meetings will identify specific activities, and timetables, for implementation of Activities 2.1 to 2.4 above. Sandia will also track implementation status of each of these activities.

4.0 LIST OF DELIVERABLES

Task 1 Assistance Coordination, Integration and Project Management

Sandia National Laboratories shall provide the NRC COR with draft and final copies of any reports prepared for scientific journals and/or copies of any presentations prepared for international conferences and workshops. Draft copies shall be provided no later than 30 days prior to publication/presentation and final copies no later than two weeks prior to publication/presentation.

Task 2 Strengthening Regulatory Oversight in Iraq

Sandia National Laboratories shall provide the NRC COR with copies of all training material developed for use with IRSRA and/or RPC. Sandia shall also provide the NRC COR with description of any technical advice, training and/or support for scientific visits provided under Task 2. Draft copies shall be provided no later than 30 days prior to training and final copies no later than two weeks prior to training.

Sandia shall provide the NRC COR with copies of any trip reports associated with foreign or domestic travel conducted to support Task 2.

Sandia National Laboratories shall provide a Monthly Letter Status Report (MLSR) summarizing the activities completed during the previous month, providing a detailed spending breakdown during the previous month, summary of the spending to date, and an updated spending plan through the end of the contract. The MLSR must also include all potential delays in deliverables and anticipated travel in the upcoming month. The MLSR should be sent to the NRC COR and backup COR listed on the agreement and to any NRC staff added as a COR after execution of the initial agreement.

Task Number	**Deliverable and Acceptance Criteria**	**Deliverable Format**	**Due Date**
1	a. Draft Outline and written document/s Acceptance Criteria: Provide the NRC COR with the draft copies of any reports prepared for scientific journals and/or presentations prepared for international conferences and workshops.	a. Any editable format (e.g. MS Word, PowerPoint, etc.	a. NLT 30 days prior to publication/ training. The NRC staff will complete review and provide any comments within one week from receipt of the draft material, to the maximum extent possible
	b. Final Outline and written document/s Acceptance Criteria: Provide the NRC COR with the final copies of	b. Any commonly used NRC software.	b. NLT two weeks prior to publication/training

	any reports prepared for scientific journals and/or presentations prepared for international conferences and workshops.		
2	a. Draft outline and training material Acceptance Criteria: Provide the NRC COR with draft copies of the outline and all training material developed for use with IRSRA and/or RPC. b. Final outline and training material Acceptance Criteria: Provide the NRC COR with the final copies of the outline and all training material developed for use with IRSRA and/or RPC.	a. Any editable format (e.g. MS Word, PowerPoint, etc. b. Any commonly used NRC software.	a. NLT 30 days prior to publication/ training. The NRC staff will complete review and provide any comments within one week from receipt of the draft material, to the maximum extent possible. b. NLT two weeks prior to publication/training
All	a. Per SOW Section 8.1, Monthly Letter Status Reports (MLSRs) Acceptance Criteria: Report contains all required information as stated herein. b. Trip Report Acceptance Criteria: Sandia shall provide the NRC COR with a trip report summarizing the purpose of the trip, performed tasks, outcomes, and accomplishments.	a. Adobe PDF b. Adobe PDF	a. NLT than 20th of the following month c. NLT 30 days after completion of travel

5.0 ESTIMATED LABOR CATEGORIES, KEY PERSONNEL AND LEVELS OF EFFORT

5.1 Labor Categories, Requirements, and Key Personnel.

Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Project Manager	• Bachelor's degree in Engineering, Health Physics, or Physical Sciences • Fifteen-year experience managing projects, including, at least 5-years managing projects related to nuclear waste or source material regulation. • Extensive experience (10 years+) in coordinating between various U.S. Government Agencies and Middle Eastern Governments on nuclear material and nuclear waste	*Yes*
Senior Investigator	• Bachelor's degree in Engineering, Health Physics, or Physical Sciences • Fifteen-year experience investigating and supporting radioactive clean-up activities • Thorough understanding of the Iraqi nuclear program and Iraqi nuclear regulations	*Yes*
Investigator	• Bachelor's degree in Engineering, Health Physics, or Physical Sciences • Five-year experience investigating and supporting radioactive clean-up activities • Experience (5 years+) in coordinating between various U.S. Government Agencies and Middle Eastern Governments on nuclear material and nuclear waste	*Yes*

5.2 Level-of-Effort (in hours).

		Fiscal Year 2017	**Fiscal Year 2018**	**Fiscal Year 2019**	**Fiscal Year 2020**	**Fiscal Year 2021**	***Total***
Task	**Labor Category**	**Estimated Hours**	**Estimated Hours**	**Estimated Hours**	**Estimated Hours**	**Estimated Hours**	
1	Project Manager	40	80	80	80	40	320
2	Project Manager	8	16	16	16	8	64
1	Principal Investigator	16	16	16	16	16	80
2	Principal Investigator	72	144	144	144	72	576
1	Investigator	16	16	16	16	16	80
2	Investigator	104	232	232	232	104	904

6.0 CERTIFICATION AND LICENSE REQUIREMENTS

N/A

7.0 MEETINGS AND TRAVEL

Performance of this work will require international travel by Sandia National Laboratories personnel , and to a lesser extent, travel by representatives of IRSRA and/or RPC to other countries (including the United States). Exact dates, duration, and participants in travel are to be determined. Periodic travel to International Atomic Energy Agency headquarters in Vienna, Austria and the NRC headquarters in Rockville, Maryland is also expected.

Foreign travel requires a 30-day lead time for NRC approval. For prior approval of foreign travel, Sandia should submit to the NRC COR an NRC Form 445, "Request for Approval of Official Foreign Travel." NRC Form 445 is available in the MD 11.7 Documents library and on the NRC Web site at: http://www.nrc.gov/reading-rm/doc-collections/forms/

All foreign travel requires prior written approval, utilizing the NRC Form 445, from the NRC's Office of International Programs (OIP).

Sandia National Laboratories is responsible for structuring the deliverables to current agency standards and must submit deliverables free of spelling and grammatical errors and shall conform to requirements stated in this section.

8.1 Monthly Letter Status Report (MLSR)

Sandia National Laboratories must provide a Monthly Letter Status Report which consists of a technical progress report and financial status report. This report will be used by the sponsoring agency to assess the adequacy of the resources utilized by the servicing agency to accomplish the work contained in this SOW and to provide status of the servicing agency progress in achieving tasks and producing deliverables. The report shall include agreement/order summary information, work completed during the specified period, milestone schedule information, problem identification and resolution, travel plans, and staff hour summary. Copies must be sent to the COR and AMD at ContractsPOT.Resource@nrc.gov.

A separate MLSR must be submitted for each task order with a summary project MLSR, even if no work has been performed during a reporting period. Once NRC has determined that all work on a task order is completed and that final costs are acceptable, a task order may be omitted from the MLSR.

The MLSR must include the following: agreement number; task order number, if applicable; job code number; title of the project; project period of performance; task order period of performance, if applicable; COR's name, telephone number, and e-mail address; full name and address of the performing organization; principal investigator's name, telephone number, and e-mail address; and reporting period. At a minimum, the MLSR must include the information discussed in the NRC's [preferred] MLSR template and as outlined in Section 4.0 of this document.

9.0 REQUIRED MATERIALS, FACILITIES, HARDWARE/SOFTWARE

N/A

10.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

N/A

11.0 DATA RIGHTS

N/A

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

General Guidance

Note: If the Order(s) issued pursuant to the GT&Cs will be fully funded you may delete Clause 5, "Limitation of Funds." However, by including it in multiple Order IAAs, NRC has the option to incrementally fund future orders.

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:

    - Suitable and timely replacements of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the project are not reasonably forthcoming.

    - 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.

6. Organizational Conflict of Interest

By submitting a proposal to the NRC, the Servicing Agency acknowledges the disclosure requirements of: 1) the NRC Clause, the NRC Conflict of Interest, Management Directive 11.8; and 2) that Section 170A of the Atomic Energy Act of 1954, as amended, requires that NRC be provided with disclosures on potential conflicts when NRC obtains technical, consulting, research and other supporting services. The Servicing Agency further recognizes that the assignment of NRC work to the Servicing Agency must satisfy NRC's organizational conflict of interest (OCOI) standards.

Therefore, the Servicing Agency, in its proposal to NRC (which will be incorporated into an interagency agreement between NRC and the Servicing Agency), is required to make an assertion per #1 or #2 of Part A below. If the Servicing Agency selects #1, then, it must also fill out the accompanying Part B – whereby the Servicing Agency must, again, make an assertion by answering each of the five (5) NRC OCOI provisions per the NRC Acquisition Regulation (NRCAR).

PART A:

"In accordance with [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] role in, and responsibility for, disclosing its relationships with organizations which conduct business in the same and/or similar technical area as described by the present and/or ongoing NRC project's scope of work, and in accordance with the NRC clause as stated herein, [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby asserts that it has examined its relationships with all such organizations, and has also examined its current and future/planned work, and where appropriate, its past work (generally for the previous five years), for other organizations and [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] states the following:

1) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby discloses the following relationships _____ [state the name of persons, organizations, and business relationships, etc. **] _____ that may give rise to a potential OCOI. (Servicing Agency must answer the questions in Part B below);

Or

2) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] to the best of its knowledge and belief, asserts that it has no current work, planned work, and where appropriate, past work for the Servicing Agency and others (to mean - organizations in the same and/or similar technical area as the present and/or ongoing NRC project scope of work); and [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby asserts that it is not aware of any same/similar technical work that would give rise to any potential OCOI as defined in the Atomic Energy Act of 1954, as amended.

Signed: _____

PART B:

In accordance with [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] role/responsibility regarding OCOI disclosure, as stated in Part A, above [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] further discloses, to the best of its knowledge and belief, that:

1) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] and/or any of its organizational affiliates* as defined in Part A above [does/does not] provide advice and recommendations to the NRC in the same technical area (e.g., fire protection, PRA, seismic, vulnerability analysis, fracture mechanics) where it is also providing consulting assistance to any organization regulated by NRC. If [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] "does" - the [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby discloses such organization(s) in Part A above;

2) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] and/or any of its organizational affiliates as defined in Part A above [does/does not] provide advice and recommendations to the NRC on the same or similar matter (e.g., particular licensing amendment, particular EIS, particular high level waste repository site) on which it is also providing assistance to any organization regulated by NRC. If [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] "does" - the [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby discloses such organization(s) in Part A above;

3) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] and/or any of its organizational affiliates as defined in Part A above [will/will not] be required to evaluate its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity. If [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] "does" - the [INSERT NAME OF SERVICING AGENCY] hereby discloses such organization(s) in Part A above;

4) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] and/or any of its organizational affiliates as defined in Part A above [does/does not] have a conflicting role, given the award of the present and/or ongoing NRC project, in which its judgment or the judgment of

any of its organizations may be biased in relation to its work for NRC. If [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] "does" – the [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby discloses such conflicting role(s) with organization(s) in Part A above;

5) [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] and/or any of its organizational affiliates as defined in Part A above [are/are not] soliciting or performing concurrent work at an applicant or licensee site, while performing work in the same/similar technical area for NRC at the same site. If [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] "does" – then the [INSERT NAME OF SERVICING AGENCY OR SUBCONTRACTOR] hereby discloses such organization(s) in Part A above."

Signed: _____

*Organization affiliate – Business concerns which are affiliates (related) to each other when either directly or indirectly, one concern or individual controls or has the power to control another, or when a third party (i.e. parent firm) has the power to control both.

** The Atomic Energy Act of 1952 uses the term “person” to mean any entity – e.g., sole proprietorship, partnership, joint venture, corporation; university; limited partnership, subchapter S corporation; limited liability company, etc.

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.

8. Intellectual Property Rights

The statutory, regulatory, and procedural intellectual property policies of Servicing Agency will be applicable to the work falling under this work order—

- Provided that information concerning disclosures of inventions identified as having been conceived or first actually reduced to practice under Commission-funded work will be reported to the Commission, and the Commission will be kept advised as to their status.

- Except that the Commission reserves the right to control title to inventions as to any rights that vest in the Commission under statute. If Servicing Agency and Servicing Agency's contractor, where the contractor has such rights, should determine not to protect these inventions either domestically or abroad, the Commission will have the right to protect these inventions.

- Provided that if the technology covered by an invention disclosure upon which the Servicing Agency intends to file a patent application on behalf of the U.S. Government is deemed by the Commission to fall within the Commission's mission, that is, when the technology relates to nuclear facilities and materials safety, safeguards, and environmental protection in support of the Commission's licensing and regulatory functions, the Commission may so notify Servicing Agency and a determination will be made by the parties as to which party will file the patent application or applications.

- Provided that neither party shall grant an exclusive patent license on an agency owned invention without the approval of the other party.

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. The 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.

- Safeguards Information Access. The Servicing Agency and Servicing Agency laboratories shall not permit any individual to have access to Safeguards Information, except in accordance with 10 Code of Federal Regulations Part 73.22 and NRC Management Directive 12.7.

- Liability. It is understood that the unauthorized disclosure or the failure to properly safeguard Restricted Data, Formerly Restricted Data, or National Security Information that may come to the Servicing Agency or to any person under an NRC/Servicing Agency order in connection with work under the order may subject the performing organization, and its agents, employees, or subcontractors, to administrative sanctions and criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended [42 U.S.C. 2011et seq.], 18 U.S.C. 793 and 794; and Executive Orders 13526 and 12968.)

- Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Commission, Servicing Agency shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this work order.

13. 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.

14. Copyright in Computer Software and Codes

In the event that the Servicing Agency desires to assert a copyright of any computer software or computer code funded in whole or in part by NRC, the Servicing Agency shall request, in writing, the written approval of the cognizant NRC CO before advising Servicing Agency's patent counsel of its desire to seek the copyright.

If NRC determines that public health and safety or other programmatic considerations dictate that the Servicing Agency contractor should not be given permission to copyright the computer software or code, the NRC CO, after consultation with the NRC program office division director or designee and the NRC Office of the General Counsel (OGC) shall so advise the Servicing Agency in writing.

Alternatively, if permission to copyright computer software or a computer code is granted, the cognizant NRC CO, after consultation with NRC program office division director or designee and OGC, shall provide the Servicing Agency with written notice of that decision. In those cases in which the NRC CO determines that the rights retained by the Government pursuant to the copyright provisions of the Servicing Agency’s contract should be modified to protect NRC's interests, NRC will advise Servicing Agency's patent counsel of NRC's desire to modify Servicing Agency's standard policy with respect to permission for a contractor to assert copyright in that code. the Servicing Agency and NRC will then jointly determine the appropriate provisions for the code. The Servicing Agency patent counsel shall provide the Laboratory with written notice, with a copy to the NRC CO, of that joint determination. The Laboratory may then proceed to assert copyright.

In no case shall the Servicing Agency take action relating to assertion of copyright until the NRC CO provides written approval of the request to assert copyright. Further, the Servicing Agency shall not permit a contractor to assert copyright of NRC-funded computer code or computer software without the written approval of the NRC CO. Where NRC has not granted permission to copyright, NRC recognizes that once the Servicing Agency has delivered to NRC a developed version of a particular code, the Servicing Agency may exercise the existing right the Servicing Agency and other parties have to further develop, without NRC funds, software codes that are in 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.

17. Contract Security Requirements for Unescorted Access to Nuclear Power Plants

If performance under this work order involves unescorted access to protected and vital areas of nuclear power plants or access to nuclear power reactor SGI, individual contractors requiring access to protected and vital areas of nuclear power plants or access to nuclear power reactor SGI shall be approved for unescorted access in accordance with the following procedures:

17.1 Temporary Approval

The contractor (Servicing Agency employees and contractors) does not need a temporary approval if he or she has a valid Government clearance, for example, a Servicing Agency "Q" or "L" clearance. If the contractor employee does not have such a clearance, the contractor shall submit the information discussed below within 30 calendar days following contract award, modification, or proposal of new personnel for contract tasks. This information shall be provided for each person proposed to perform tasks requiring unescorted access to nuclear power plants or access to nuclear power reactor SGI. If access to SGI is needed, and unescorted access is not required, the provisions of 10 CFR 73.22 must be followed as a condition for access to SGI. The information shall be provided to the NRC Division of Facilities and Security (DFS) through the NRC COR and consists of the following:

- A completed Personnel Security Forms Packet, including an SF 86, "Questionnaire for National Security Positions," and copies of the individual's 5-year employment and education history checks, including verification of the highest degree obtained

- A reference from at least one additional person not provided by the individual

- Results of a psychological evaluation (This is not a requirement of the background check that is required for access to SGI.

- Form FD-258, ORIMDNRC000Z (Fingerprint Card)

- A certification that the contractor has found all checks acceptable

The results of a psychological examination that uses a reliable written personality test or any other professionally accepted clinical evaluation procedure shall be used to evaluate a subject's trustworthiness, reliability, and stability. The Servicing Agency and contractor shall review all required information for accuracy, completeness, and legibility, except Part 2 of the SF 86, which must be completed in private and submitted, along with the Form FD-258 by the individual to the contractor in a sealed envelope, or the individual shall be fingerprinted by the subject utility, and the contractor shall be subject to the utility's access authorization program. As described in this section, DFS shall conduct criminal history and credit checks and a security assurance interview with the individual. On the basis of the results of these checks, DFS shall determine the individual's eligibility for temporary access and indicate an objection or no objection to NRC pending completion of the required background investigation.

17.2 Final Approval

Final approval shall be granted if:

- The individual has completed processing (by the Office of Personnel Management) of the required investigation resulting in NRC endorsement for unescorted access at all nuclear facilities for the life of the contract.

- The contractor has obtained unescorted access authorization (other than temporary access) at the specific utility through that utility's access authorization program, resulting in unescorted access at a specific facility.

- The individual possesses a valid Government-issued clearance as verified by DFS.

- A valid Government-issued clearance is defined as a U.S. Government-issued security clearance equivalent to or higher than an NRC "L" clearance (i.e., Secret) based on a comparable investigation not more than 10 years old. The investigation may involve an National Agency Check and Inquiries (NACI) or other investigation as deemed necessary by DFS in accordance with 10 CFR Part 10, 10 CFR 73.22, NRC MD's 12.3, "NRC Personnel Security Program" and 12.7 "NRC Safeguards Information Security Program." Any question regarding the individual's eligibility for unescorted access to protected or vital areas of nuclear power facilities will be resolved in accordance with the provisions set forth in MD 12.3, which are incorporated into the Order by reference as though fully set forth therein. The contractor shall, for each contractor individual approved for access under the provisions of this section, submit to DFS through NRC a signed statement from the individual that he or

she understands his or her responsibility to report information bearing on his or her continued eligibility for access authorization as specified in MD 12.3. Access to SGI not also involving unescorted access to protected and vital areas of nuclear power plants shall require the submission of a completed Personnel Security Forms Packet to DFS through NRC and will require a Background Check in accordance with 10 CFR Part 73.22 and MD 12.7. Any questions regarding the individual's eligibility for access to nuclear power reactor SGI shall be resolved in accordance with the provisions set forth in MD 12.7, which is incorporated into this contract by reference as though fully set forth herein. On the basis of the review of the applicant's security forms by DFS and/or the receipt of adverse information by NRC, the individual may be denied access to nuclear power reactor SGI until a final determination of his or her eligibility for access is made under the provisions of MD 12.7.

17.3 Fitness for Duty

Pursuant to NRC policy, all individuals proposed for work under this IAA who require unescorted access to nuclear power plants shall be subject to the requirements of the licensee's fitness-for-duty program (10 CFR Part 26).

17.4 Basic Exposure Control and Personnel Dosimetry Training Requirements

The contractor shall certify that personnel working under the scope of this contract have completed basic exposure control and personnel dosimetry training sufficient to meet the requirements of commercial nuclear power plants for unescorted access. Site specific training obtained at each site shall still be required during the performance of work under this contract in addition to the basic training.

17.5 Subcontractor Information—Subcontracting

The Servicing Agency organization shall notify the issuing NRC office in writing reasonably in advance of entering into any major or significant technical service subcontract not contained in the original proposal. "Major or significant'' must be used with judgment and related to the total value of the project and/or impact on the results. This advance notification shall include the following:

- A description of services to be called for by the subcontract

- Identification of the proposed subcontractor

- The proposed subcontract costs (in total)

- A statement that the proposed subcontract will not result in a real or apparent organizational conflict-of-interest situation. If the NRC program office requires additional specific subcontractor information or limitations, those requirements shall be stated in the IAA modification authorizing the subcontract.

18. Information on NRC Cooperative Programs with Foreign Governments and Organizations and With U.S. Industry

Servicing Agency facilities, contractors, and subcontractors working on NRC cooperative programs with foreign governments and organizations and with U.S. industry perform this work

with the understanding that draft or formal reports on this work are to be available only to participants in the program until public availability is authorized by the NRC office. Reports or codes (including data) on this work shall be issued as “Draft Preliminary Reports (Codes)” until the office authorizes issuance of the report as a formal report with the designation NUREG/IA-XXXX for international agreement reports or NUREG/CR-XXXX for contractor reports. Details of the handling of reports may be obtained from the NRC COR.

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.