


INTERAGENCY AGREEMENT		1. IAA NO. 31310018S0039			PAGE OF 1 2	
2. ORDER NO.		3. REQUISITION NO. NMSS-18-0131		4. SOLICITATION NO.		
5. EFFECTIVE DATE 10/01/2018		6. AWARD DATE 09/18/2018		7. PERIOD OF PERFORMANCE 10/01/2018 TO 09/30/2023		
8. SERVICING AGENCY ENERGY IDAHO OPERATIONS OFFICE UNITED STATES DEPT OF ALC: DUNS: 048105530 +4: 1955 FREMONT AVE IDAHO FALLS ID 834021510 POC [REDACTED] TELEPHONE NO. [REDACTED]				9. DELIVER TO TED CARTER US NUCLEAR REGULATORY COMMISSION OFFICE OF NMSS 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 Sandra Nesmith TELEPHONE NO. 301-415-6836				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-07B20M WASHINGTON DC 20555-0001				13. LEGISLATIVE AUTHORITY Economy Act		
				14. PROJECT ID		
				15. PROJECT TITLE SAMPLE ANALYSIS		
16. ACCOUNTING DATA 2018-X0200-FEEBASED-50-50D009-1061-35-4-117-253D-3						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
	Agreement No. 31310018S0039 Title: Sample Analysis The NRC and the Radiological and Environmental Sciences Laboratory (RESL) hereby enter into this Agreement for the project entitled "Sample Analysis." Period of Performance: October 1, 2018 - September 30, 2023 Continued ...					
23. PAYMENT PROVISIONS				24. TOTAL AMOUNT \$10,000.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)				25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) 		
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER SANDRA R. NESMITH		26c. DATE 9/21/19	

Consideration and Obligations:

(a) Authorized Cost Ceiling \$593,280.00

(b) The amount presently obligated with respect to this Interagency Agreement is \$10,000.00. When and if the amount(s) paid and payable to RESL hereunder shall equal the obligated amount, RESL 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 Interagency Agreement. Any work undertaken by RESL in excess of the obligated amount specified above is done so at RESL's sole risk.

The following documents are hereby made a part of this Agreement:

- Attachment No. 1: Statement of Work
- Attachment No. 2: IAA Standard Terms and Conditions

This agreement is entered into pursuant to the authority of the Economy Act (31 U.S.C. 1535).

[x] Fee Recoverable Work

NRC COR: Ted Carter, 301-415-5543,
ted.carter@nrc.gov

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

STATEMENT OF WORK (SOW)

NRC Agreement Number 31310018S0039	NRC Agreement Modification Number	NRC Task Order Number (If Applicable)	NRC Task Order Modification Number (If Applicable)
Project Title Sample Analysis			
Job Code Number	B&R Number	DOE Laboratory/Service Agency INL-RESL	
NRC Requisitioning Office NMSS		Period of Performance October 1, 2018 – September 30, 2023	
NRC Form 187, Contract Security and Classification Requirements <input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable		<input type="checkbox"/> Involves Proprietary Information <input type="checkbox"/> Involves Sensitive Unclassified	
<input type="checkbox"/> Non Fee-Recoverable		<input checked="" type="checkbox"/> Fee-Recoverable (If checked, complete all applicable sections below)	
Docket Number (If Fee-Recoverable/Applicable) TBD		Inspection Report Number (If Fee Recoverable/Applicable) TBD	
Technical Assignment Control Number (If Fee-Recoverable/Applicable) TBD		Technical Assignment Control Number Description (If Fee-Recoverable/Applicable) TBD	

CONTRACTING OFFICER'S REPRESENTATIVE

Contracting Officer's Representative

Name: Ted Carter
Agency: U.S. Nuclear Regulatory Commission
Office: Nuclear Material Safety and Safeguards
Mail Stop: T-5A10
Washington, DC 20555-0001
E-Mail: ted.carter@nrc.gov
Phone: 301-415-5543

Alternate Contracting Officer's Representative

Name: Kimberly Conway
Agency: U.S. Nuclear Regulatory Commission
Office: Nuclear Material Safety and Safeguards
Mail Stop: T5A10
Washington, DC 20555-0001
E-Mail: kimberly.conway@nrc.gov
Phone: 301-415-1335

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1.0 BACKGROUND

As part of its mission to protect the public, workers, and the environment, the NRC conducts routine and special inspections of nuclear facilities. During these inspections, samples are collected by NRC inspectors and staff to determine the radiological status and provide an independent verification of the radiological condition of the site.

In order to accomplish this tasks, contractor assistance is required to provide survey instrumentation and laboratory analysis capabilities that are otherwise not available in-house to NRC staff and to augment the NRC staff's technical expertise. The U.S. Department of Energy Radiological Environmental Sciences Laboratory (RESL) at the Idaho National Laboratory does not participate in projects that create potential or perceived conflict of interest or otherwise jeopardize the impartiality of verification work. This autonomy provides a greater assurance to stakeholders that the result obtained is untainted by commercial interests.

2.0 OBJECTIVE

The objective of this SOW is to provide NRC Headquarters and Regional Offices with technical support and independent verification for the following type of work: performing sample analysis (soil, water, vegetation) and document results related to non-power and power nuclear reactor, fuel facility, uranium recovery, and materials facilities preparing to or undergoing decommissioning.

3.0 SCOPE OF WORK/TASK

RESL shall provide all resources necessary (personnel, equipment, and material) to accomplish the tasks and deliverables described in this SOW. This task will be administered, authorized, and controlled using Request for Technical Assistance forms (RFTAs). All RFTAs assigned shall be coordinated with the U.S. Department of Energy (DOE) Idaho National Laboratory Site Office prior to work commencement.

Task - Sample Analyses

RESL shall perform laboratory measurements and radiochemical analysis of samples provided by NRC inspectors and staff. NRC personnel may request RESL to provide shipping packages and sample containers for obtaining the samples at various NRC-licensed and unlicensed facilities. NRC personnel will provide NRC Form 303/303A, "Request for Sample Analysis and Chain-of-Custody," with all samples requiring analysis.

The types of analysis may include but are not limited to the following:

Gamma Spectroscopy, Alpha Spectroscopy, Gross Alpha/Beta, Liquid Scintillation Counting, Isotopic Radium, Isotopic Strontium, Technetium-99, and special analyses.

On occasion, samples will require emergency processing. Samples requiring emergency processing will be identified by the COR and shall be given priority over all other work under this agreement. Any remaining sample(s) will be disposed of by RESL, unless they are requested to be returned.

Laboratory work shall be conducted in accordance with the RESL QA program compliant with ASME-NQA-1, "Quality Assurance Program Requirements for Nuclear Facilities" and accredited to ISO/IEC 17025.

4.0 LIST OF DELIVERABLES

To be further defined on individual RFTAs.

RESL will comply with NRC requirements for Sample Receipt, Sample Handling and Storage, Quality Assurance and Quality Control.

All actinide samples will undergo molten salt fusions and the oxidation states of the analytes in interest will be adjusted to allow complete exchange of the isotopic tracer. Samples submitted for analysis by gamma spectrometry will be put into standard geometries and analyzed directly unless there is a reason to do something different, i.e. sieve, crush, homogenize, etc.

All Analytical Results will be reported with a Total Propagated Uncertainty of 1 sigma.

Depending on the sample, nuclides that may not form refractory or intractable compounds may not undergo the front end chemistry requiring total dissolution by molten salt fusions. If a sample does not require total dissolution front end chemistry then it will be discussed when the project specific requirements are discussed and before the analysis is performed.

The project specific requirements for measurement sensitivity will have to be agreed upon before sample analysis as it is dependent on the instrument count times and sample size. RESL will adjust instrument counting time and sample size accordingly and only within reason.

RESL will not report a minimal detectable concentration after a sample is analyzed. The total propagated uncertainty will be reported with every result and will be reported at one sigma. The interpretation of the result is that small negative and other results less or equal to two sigma are 'zero' or as not detected. For results greater than two sigma but less than or equal to three sigma, detection is questionable. Results greater than three sigma indicate detection.

SAMPLE LOAD/ADDITIONAL COSTS

RESL will analyze up to 75 samples by Gamma Spectrometry per year at a cost of \$150

each. RESL will analyze up to 75 Alpha Emitter/Sr-90 samples per year at a cost of \$600 each. RESL will analyze up to 75 gross alpha/beta samples per year at a cost of \$50 each. A full suite of request analyses includes a Gamma Scan, Alpha Emitters, Sr-90, and gross alpha/beta for a total cost of \$800 for each sample. RESL will report the Direct Costs for each sample in the monthly letter status report, see section 8.1. Each analysis performed for a miscellaneous sample submitted will count as a sample. Samples will be classified as Gamma, Alpha, Beta or Gross. Thus if a sample is submitted with the request for Gamma, Sr-90 and Am-241, then one Gamma sample will be counted and two miscellaneous samples will be counted. Miscellaneous samples nuclides analyzed include: Am-241, Cm-244, Np-237, Pu-238, Pu-239/240, U-234, U-235, U-238, Th-228, Th-230, Th-232, Ra-226, H-3, Fe-55, Ni-59/63, Tc-99, Sr-89/90, and GAB. Certain groups of nuclides will be counted as a single sample, i.e Pu-238 and Pu-239/240 is a single sample, U-238 and U-234 is a single sample, Th-228, Th-230 and Th-232 is a single sample.

This SOW is based on a 75 samples for a full suite of analyses for a total analytical cost of \$60,000. Adjustments to the number of samples analyzed can be made as long as the total analytical costs do not exceed \$60,000. For example, not every project will require a full suite of analyses for every sample submitted and will therefore leave extra funds for different types of analyses. RESL will track the sample analyses and report the remaining yearly analytical costs in the monthly letter status report, see section 8.1.

DELIVERY

Standard turnaround time for sample results is 28 working days. If sample results are needed within 5 working days then a \$1000 surcharge will be applied to each sample.

KEY PERSONNEL AND LEVELS OF EFFORT

5.1 Labor Categories, Requirements and Key Personnel. Personnel working under this agreement shall meet the minimum requirements for experience and education, as follows

- Senior Technical Manager - Chemistry: Must have skills and experience to direct technical activities to support the analyses performed in this SOW for the Nuclear Regulatory Commission (NRC). Must be able to prepare proficiency testing materials, evaluate reported analytical results and provide performance evaluation report to NRC COR.
- Senior Chemist: Must be able to provide technical expertise and expert advice on radiological measurement science, measurement methods, measurement quality, and proficiency testing.
- Chemist: Must have technical experience and demonstrated ability in analytical radiochemistry.
- Chemistry Technician: Serve as the NRC sample coordinator for receipt and distribution of analytical samples received from the NRC inspectors.
- Quality Specialist: Must be able to provide comprehensive QA support for RESL programs to ensure continued adherence to quality standards.

Labor Category	Position Minimum Requirements	Key Personnel* (yes or no)
Senior Technical Manager Chemistry	5 years of experience in one or more of the technical areas described above; and preferably be a certified HP	YES
Senior Chemist	5 years of experience in one or more of the technical areas described above	YES
Chemist	2 years of experience in one or more of the technical areas described above	YES
Chemistry Technician	2 years of experience	YES
Quality Specialist	2 years of experience	YES

Key personnel proposed for this agreement include the following:



6.0 CERTIFICATION AND LICENSE REQUIREMENTS

RESL shall have appropriate certifications to perform task under appropriate NRC or Agreement State regulation.

7.0 MEETINGS AND TRAVEL

Meetings shall be via conference calls and no travel is anticipated. All travel requires written Government approval from the CO, unless otherwise delegated to the COR.

8.0 REPORTING REQUIREMENTS

RESL is responsible for structuring the deliverables to current agency standards. The RESL Laboratory 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)

RESL 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, and staff hour summary. Copies must be sent to the COR and AMD at ContractsPOT.Resource@nrc.gov.

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] MSLR template.

9.0 REQUIRED MATERIALS/FACILITIES

RESL will perform activities at a laboratory that is equipped to perform laboratory measurements and radiochemical analysis of samples to include smears, soils, sediments, ground surface water, concrete, and other potentially radiologically contaminated media, see section 8 for licensing requirements. Samples to be analyzed will be collected and provided by NRC inspectors and staff during field work. The type of analysis may include, but are not limited to: Gamma Spectroscopy, Alpha Spectroscopy, Gross Alpha/Beta, and Liquid Scintillation Counting. Nuclides to be analyzed include transuranic elements, radium, thorium, uranium, tritium, and other hard-to-detect nuclides. RESL shall have the capability to analyze the following sample media: smears, soils, sediments, ground and surface water, vegetation, and other construction material. RESL shall have the capability to develop and analyze other media as directed by the NRC COR.

10.0 APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

N/A

11.0 DATA RIGHTS

The NRC shall have unlimited rights to and ownership of all deliverables provided under this agreement, including reports, recommendations, briefings, work plans and all other deliverables. All documents and materials, to include the source codes of any software, produced under this agreement are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without prior written authorization from the CO. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

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:
 - 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.

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 a 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.