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ARTICLE I - STATEMENT OF WORK

BACKGROUND

In connection with the application for export of Philippine reactor (PNPP-1) and its components the Commission has requested that the Office of Policy Evaluation briefly review and provide an assessment of major safety issues associated with the PNPP-1. In particular the Commission has requested that the geological hazards to the safety of the PNPP-1 be assessed.

WORK SCOPE

Based on review of available documents and data on the PNPP-1 and geology relevant to the site the contractor shall prepare a report. Data to be reviewed includes the PSAR; PSIR; PAEC Evaluation of the Responses on the issues raised by the 1978 IAEA Safety Mission (March 22, 1979); Philippine Nuclear Power Plant Unit No. 1 - Report of the I.A.E.A. Safety Mission on Geological Hazards and Geotechnical Aspecs (May and July 1978); and Status Summary Report on Resolution of Issues Raised by the 1978 IAEA Safety Mission to the Philippines (March 1979) This report shall include an expert assessment of the geological characteristics and related safety issues of the PNPP-1 site and shall include an assessment of the adequacy of proposed resolution of these issues. The emphasis of this report shall be placed on the seismicity, volcanism and roundation engineering. As required briefings shall be provided on conclusions reached.

The work shall be conducted within NRC offices and it is anticipated that ten man-days of effort shall be required. The contractor shall submit a hand-written report with his findings. The report shall be submitted to the NRC on or about July 15, 1979.

AKTICLE II - PERIOD OF PERFORMANCE

The period of performance shall commence on June 26, 1979 and all work including the final report shall be completed by August 15, 1979.

ARTICLE III - CONSIDERATION

In full consideration of the Contractor's performance hereunder, NRC shall pay the Contractor the fixed rate of Four hundred forty (\$440.00) do''ars per day estimated at ten (10) man-days. The Contractor will be reimbursed for all travel as described below, incurred directly and specifically in the performance of this contract, claimed by the Contractor, and accepted by the Contracting Officer.

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Domestic travel expenses incurred by the Contractor in direct performance provided such travel is necessary for the performance of this contract and not exceeding:

- a. Cost of air travel by most direct route. "Air Coach" or Air Tourist" accommodations on prop or jet aircraft constitutes the normal class of air travel which shall be utilized. First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing, (3) less than first; class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 AM and scheduled arrival is after 9:00 PM); (4) less than first class would result in additional direct costs which offset the transportation savings; or (5) less than first class will not make connections with other flights or transportation for continuation of the hourney which greatly increases the duration of the flight; or (6) less than first-class would offer accommodations which are not reasonable adequate for the physical or medical needs of the traveler.
- b. Cost of rail travel by most direct route; first-class with lower berth or nearest equivalent.
- c. Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis, or at the Contractor's option on a mileage basis at a rate of 17¢ per mile plus any toll or ferry charges.
- d. Private vehicle mileage shall be reimbursed at 17¢ per mil.
- e. Per diem not to exceed \$55.00 per day.
- Receipts are required for common carrier transportation, lodging, and miscellaneous for any one item in excess of \$15.00.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is Five thousand (\$5,000.00) dollars.

ARTICLE V - PAYMENT

Payr ant shall be made in accordance with Clause 2 of the General Provisions entitled "Payment" as soon as practicable after completion and acceptance of all of the work, upon submission by the Contractor of voucher(s) in a form satisfactory to the Contracting Officer, provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract.

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ARTICLE VI - SPECIAL PROVISIONS

VI.1 CONTRACTING OFFICER'S AUTHORIZED REPRESENTATIVE (COAR)

Performance of the work hereunder shall be subject to the technical instructions issued by the US Nuclear Regulatory Commission. The technical instructions shall be signed by the COAR.

The COAR is responsible for:

- monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirement;
- interpreting the statement of work;
- performing technical evaluation as required;
- performing the technical inspections and acceptances required by this contract; and
- 5. assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the COAR is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the COAR to the Contractor to be valid, it must:

- 1. be consistent with the description of work set forth in this contract;
- not constitute new assignment of work or change of the expressed terms, conditions, or specifications incorporated into this contract;
- not constitute a basis for an extension to the period of performance or contract delivery schedule; and
- 4. not constitute a basis for any increase in the contract price.

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If the Contractor receives guidance from the COAR which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the COAR. If the COAR and the Contractor are not able to resolve the questions within five days, the Contractor shall notify the Contracting Officer.

VI.2 - INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the COAR.

VI.3 - DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. (Two copies of any material proposed to be published or distributed shall be submitted to the contracting Officer).

VI.4 - KEY PERSONNEL

For the purpose of Clause 26 of the General Provisions, John Kelleher is identified as being essential to the work performed.

VI.5 - CLASSIFICATION

In the performance of the work under this contract, the contractor shall assign clasifications to all documents, material, and equipment originated or generated by the contractor in accordance with classification guidance in accordance with SF 187 furnished to the contractor by the Commission.

VI.6 - SECURITY (9-7.5004-II Modified)

(a) Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The Contractor shall, in accordance with the Nuclear Regulatory Commission's security regulations and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, classfied documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with the performance of this contract

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If retention by the Contractor of any classified matter is required after the completion or termination of the contract and such retention is approved by the Contracting Officer the contractor will complete a certificate of possession to be furnished to the Nuclear Regulatory Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If the retention is approved by the Contracting Officer, the security provisions of the contract will continue to be applicable to the matter retained.

(b) Regulations. The Contractor agrees to conform to all security regulations and requirements of the Commission.

(c) Definition of Restricted Data. The term "Restricted Data" as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear materials; or (3) the use of special nuclear material in the production of energy; but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

(d) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" as used in this clause, means all data removed from the Restricted Data category under section 142 of the Atomic Energy Act of 1954 as amended.

(e) Security clearance of personnel. The Contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954 as amended, and the Commission's regulations or requirements applicable in the particular type or category of classified information to which access is required.

(f) Criminal Liability - It is understood that disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or other classified matter that may come to the Contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954; as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 974; and Executive Order 11652).

(g) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

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ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts under \$10,000, dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC additions, attached hereto and made a part hereof.

Clause 14 - PATENT RIGHTS is deleted in its entirety.

NRC FORM 187 (2.76)	U. S. NUCLEAR REGULA WASHINGTON,			of NF	RCM 21	procedures and 01, NRC Securi formance of this	ty Program,
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C. SUBCONTRACT	6. FIRST TIER SUBCONTRACT					cations)	
d. OTHER(Specify)	d. (Specify)				c. 07	THER (S ₁ ecity)	
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11. SECURITY/CLASSIFICATION REQUIREMENTS ARE SET FORTH BELOW (Check which are applicable)

GUIDES ATTACHED (hereby made a part of this requirement).

DOCUMENT(S) LISTED BELOW (hereby made part of this requirement).

X AS STATED BELOW.

Any information generated under this contract will be reviewed by OPE Authorized Classifier, or the the Division of Security.

POOR ORIGINAL

12. REQUIRED DISTRIBUTION OF NRC FORM 18	ADDITIONAL DISTRIBUTION			
LX SPONSORING NRC OFFICE OR DIVISION	D PRIME CONTRACTOR (I tem 6a)			
CX DIVISION OF SECURITY (Item 13c)	SUBCONTRACTOR (Item 7a)			
	BESPONSIBLE/COGNIZANT SECURITY OFFICE (Items 7a and 7b)			
SECURITY/CLASSIFICATION REQUIREMENTS F BE APPROVED BY THE OFFICIALS NAMED IN IT	'EM 13c AND d BELOW,			
 THIS SECURITY/CLASSIFICATION REQUIRE BY THE FOLLOWING, WITH FINAL APPROVA IN ITEM 138 BELOW. 	MENT AND ATTACHMENTS REFERENCE LE BY THE CONTRACTING OFFICER OR	ED HEREIN WILL BE APP HIS REPRESENTATIVE	NAMED	
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