

STANDARD FORM 26, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41CFR) 1-16.101			AWARD/CONTRACT			PAGE 1	OF 14
1. CONTRACT (Proc. Inst. Ident.) NO. NRC-06-79-305		2. EFFECTIVE DATE 9/28/79	3. REQUISITION/PURCHASE REQUEST/PROJECT NO. OSP-79-304		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:		
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, D.C. 20555		CODE	6. ADMINISTERED BY <i>(If other than block 5)</i>		CODE	7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below) <input type="checkbox"/>	
8. CONTRACTOR NAME AND ADDRESS State of Washington Health Services Division Department of Social and Health Services Olympia, Washington 98504		CODE	FACILITY CODE		9. DISCOUNT FOR PROMPT PAYMENT		
(Street, city, county, State, and ZIP code)					10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK _____		
11. SHIP TO/MARK FOR U.S. Nuclear Regulatory Commission Office of State Programs Attn: Marie Janinek Washington, D.C. 20555		CODE	12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of the Controller Division of Accounting Washington, D.C. 20555		CODE		
13. THIS PROCUREMENT WAS <input type="checkbox"/> ADVERTISED, <input type="checkbox"/> NEGOTIATED, PURSUANT TO:		<input type="checkbox"/> 10 U.S.C. 2304 (a)(1)	<input checked="" type="checkbox"/> 41 U.S.C. 252 (c)(5)				
14. ACCOUNTING AND APPROPRIATION DATA B & R No.: 80-60 FIN No.: B-1612 Appropriation Symbol: 31X0200.809 Amount \$20,000.00							
15. ITEM NO.	16. SUPPLIES/SERVICES		17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT	
	Contractor shall provide transportation surveillance activities as specified herein.						
	POOR ORIGINAL						
21. TOTAL AMOUNT OF CONTRACT			\$20,000.00				
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE							
22. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>4</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, or are attached or incorporated by reference herein. (Attachments are listed herein.)				26. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
23. NAME OF CONTRACTOR BY SEE ATTACHED SIGNATURE PAGE <small>(Signature of person authorized to sign)</small>				27. UNITED STATES OF AMERICA BY SEE ATTACHED SIGNATURE PAGE <small>(Signature of Contracting Officer)</small>			
24. NAME AND TITLE OF SIGNER (Type or print)		25. DATE SIGNED		28. NAME OF CONTRACTING OFFICER (Type or print) 1065 191		29. DATE SIGNED	

70100103385

TRIPARTITE AGREEMENT

Contract No. NRC-06-79-305
(State Transportation Surveillance Program)

SIGNATURE PAGE

FOR THE STATE OF WASHINGTON

Name and Title:

John A. Beare
John A. Beare, Director
Health Services Division
Department of Social & Health Services

8/28/79
Date

FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Name and Title:

L. D. Santaman
L. D. Santaman, Director
Materials Transportation Bureau

8/28/79
Date

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Name and Title:

M. J. Mattia
Mary Jo Mattia, Chief
Administrative Contracts Branch
Division of Contracts

8/27/79
Date

CONTRACT NO. NRC-06- 79-305

TERMS AND CONDITIONS

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ARTICLE I - DESCRIPTION/SPECIFICATIONS

A. SCOPE OF WORK

The State of Washington, hereinafter referred to as the STATE, the United States Nuclear Regulatory Commission, hereinafter referred to as the COMMISSION, and the United States Department of Transportation, hereinafter referred to as the DOT, shall engage in a one-year cooperative program for the surveillance of radioactive materials in transport within the STATE.

The program will include surveillance of radioactive materials transported by aircraft (cargo, passenger and commuter), bus, courier vans, private and common carriers, taxicabs, vans, ferries, trucks (public and private), rail, and private vehicles, as well as transfers between and among these modes.

The surveillance will take place at (1) key airports, principally Sea-Tac, Spokane, and Pasco/Richland, as well as possible commuter subports, such as Walla Walla, Lewiston/Clarkston, Port Angeles, Bellingham, Portland/Vancouver, Wenatchee, Pullman, Yakima, Olympia and Bremerton; (2) main water ports of entry, principally Seattle, Tacoma, and the Columbia River ports of Vancouver and Pasco, as well as possible subports, such as Olympia, Bellingham, Everett, Port Angeles, Port Townsend, Grays Harbor and Vancouver, B.C.; (3) rail terminals; and (4) on land and highways.

The surveillance will include radioactive materials being transported from and/or to Washington State University, University of Washington, Boeing Company, Hanford area licensees, industrial users, nuclear pharmacies, hospitals, Puget Sound Naval Shipyard, Bangor/Trident, industrial radiographers and Nuclear Engineering Company disposal facilities.

The surveillance will include the shipment of radioactive materials from and/or to Oregon, Idaho, British Columbia, as well as other points.

The surveillance will include, but not necessarily be limited to, shipments of radiopharmaceuticals, uranium, yellow cake, radioactive waste, radioactive materials to and from nuclear facilities.

The initial six-month study will be devoted to developing the broadest possible data base from which to select future specific problem areas for continuing and greater depth study on the transportation of radioactive materials.

B. OBJECTIVES

The principal objectives of this transportation surveillance program are to:

1. Establish traffic flow patterns.
2. Determine quantities and types of radioactive material in transport.
3. Determine radiation doses received by workers and others as a result of exposure to the shipments.
4. Obtain data on the physical condition of packages and exclusive use vehicles.
5. Gather information and data concerning radiation levels in the transportation environment due to the presence of radioactive materials.
6. Check adherence to all applicable regulatory requirements by shippers and carriers concerning package labeling, vehicle placarding, assignment of transport indices, and maintenance of prescribed separation distances.
7. Check worker compliance with instructions for handling radioactive materials.
8. Determine specific work practices that cause elevated radiation exposure to workers who handle transported radioactive materials and recommend procedures for decreasing exposures.

C. GENERAL REQUIREMENTS

The COMMISSION, the DOT, and the STATE will collaborate in implementing and conducting inspections at specific facilities within the STATE in accordance with the following general requirements:

1. The STATE shall provide the necessary personnel, facilities, materials, equipment and services to accomplish the work described in this Appendix B.
2. Radiation instruments used are to be sensitive to beta-gamma radiation and readable to the nearest 0.1 mR/hr. The instruments are to be of the ionization chamber type, and essentially energy independent for the energy range from 100 KeV to 2 MeV.
3. Personnel dosimeters will be supplied by the STATE.

D. PROCEDURES FOR IMPLEMENTING AND CONDUCTING THE PROGRAMS

1. A representative of the COMMISSION will provide liaison, as necessary, in matters relating to the work conducted pursuant to this contract.
2. The STATE will make all necessary contacts and arrangements with the local DOT offices for inspecting carrier facilities; e.g., obtaining access to private property, obtaining the assistance of STATE or local agencies, arranging with private firms for services, etc.
3. The COMMISSION and the DOT may participate at any time in the activities under this contract, including accompaniment on monitoring visits to facilities.
4. The COMMISSION and the DOT will assist the STATE in gaining entry to inspection locations, and will consult with the STATE on matters of mutual concern.
5. The STATE shall notify the COMMISSION and/or DOT representative as soon as practicable after the STATE becomes aware of any observed condition, level of radiation, or concentration of radioactive material that constitutes an imminent threat to public or worker health and safety.
6. The STATE may at times identify existing procedures, rules or regulations for the transportation of radioactive materials that may not appear to be consistent with optimum practice. In this event, and while this contract is in force, the STATE will make its observations and suggestions in writing, pursuant thereto, to the COMMISSION and/or DOT as appropriate. Following this communication, all parties to this contract shall collaborate in considering what course should be pursued.

E. STATE INSPECTION TASKS

1. Perform monitoring activities and data collection at least quarterly at certain major truck, rail and/or airline terminals, highways and water ports of entry. The COMMISSION shall consult with the STATE regarding the sites to be monitored and/or the number of site visits.
2. Record the isotope, physical form and quantity of the isotope in each shipment, as available.

3. Report instances of non-compliance with regulations to NRC and/or DOT if deemed to be of an urgent nature.
4. Record the procedures employed for handling radioactive shipments.

F. SPECIFIC STATE INSPECTION SUB-TASKS AT TERMINAL OR WAREHOUSE

The following tasks shall be performed as appropriate, and data recorded on the "Terminal or Warehouse Inspection Data Sheet," attached hereto as Attachment 3:

1. Identify area to be inspected:

Sketch terminal area and indicate package locations, personnel work stations, and locations of surveys for radiation levels and contamination as appropriate.

2. Perform area radiation survey:

- a. Record radiation levels at each personnel work station.
- b. Record radiation levels in any area where personnel normally congregate; e.g., break area, lunchroom, etc.
- c. Record significant radiation levels in any area which is occupied or capable of being occupied by personnel.
- d. Position area monitoring devices at least quarterly and indicate the significance of their locations.

3. Perform area contamination survey:

- a. Record level of contamination at each work station.
- b. Record level of contamination in area where packages are handled or stored.
- c. Record level of contamination in local area (if any) where food is consumed.

4. Evaluate radioactive material placement:

- a. Record the total transport index at each location.
- b. Identify multiple locations and record the spacing between them.
- c. Record the separation of packages from people and film.

5. Perform personnel exposure survey:
 - a. Identify persons likely to receive significant radiation exposure due to the handling of radioactive material packages.
 - b. Provide individuals in (a) above with personnel monitoring devices at least quarterly, but preferably monthly.

6. Perform package survey:
 - a. Record information from shipping documents and packages.
 - b. Measure and record radiation levels from representative samples at the package surface and at three feet.
 - c. Measure and record removable external contamination.

G. SPECIFIC STATE INSPECTION SUB-TASKS FOR VEHICLE INSPECTION

The following tasks shall be performed and data recorded on the "Vehicle Inspection Data Sheet," attached hereto as Attachment 4:

1. Identify vehicle to be inspected:
 - a. Type of vehicle (truck, semi, taxi, car, bus, etc.)
 - b. Name of carrier (Mason Dixon, Tri-State, private, etc.)
 - c. License plate (State and number).
 - d. Indicate if vehicle is exclusive use.
2. Perform vehicle survey for radiation and contamination:
 - a. Record radiation levels.
 - b. Position area monitoring devices in vehicles and indicate significance of their locations.
 - c. Record contamination survey results.
3. Evaluate radioactive material placements:
 - a. Record the total transport index in the vehicle.
 - b. Record the separation of packages from people and film.

4. Evaluate carrier documents and placarding:
 - a. Adequate shipping documents?
 - b. Adequate placarding?
5. Perform personal exposure survey:
 - a. Provide appropriate carrier personnel with radiation monitoring devices at least quarterly.
6. Perform package survey:
 - a. Record information from shipping documents and packages.
 - b. Measure and record radiation levels from representative samples at the package surface and at 3 feet.
 - c. Measure removable external contamination and record results.

H. RADIATION MONITORING DEVICES

Radiation monitoring devices for personnel and area monitoring shall be replaced at least every three months. Devices used for area monitoring will be placed in duplicate at each monitored location. The devices will be identified by the number printed on them. At each location selected, appropriate action will be taken to assure cooperation of all of the personnel involved in this surveillance program.

I. REPORTING REQUIREMENTS

The STATE shall provide periodic reports to the COMMISSION on the following basis:

J. QUARTERLY REPORTS

The STATE shall provide the COMMISSION with ten (10) copies of an informal written progress report within 30 days after the first, second, third, and fourth quarters of each contract year. These reports shall include the following:

1. Work performed during the quarter
2. Summary of monitoring results
3. Brief discussion of projected work in future quarters
4. Schedule of tentative dates for visits to specific facilities during the next quarter

K. ANNUAL REPORT

The STATE shall provide the COMMISSION with five (5) initial reproduced copies of an annual report for editorial review as soon as possible, but not later than 60 days after the conclusion of each contract year. Upon consideration of the COMMISSION'S comments, the STATE shall make all necessary changes and forward a camera-ready copy and three (3) reproduced copies to the COMMISSION, preferably within 30 days but not more than 45 days after receipt of COMMISSION comments. The annual report shall include the following:

1. A description of the scope of activities during the contract year
2. A summary of the data obtained
3. An analysis of the data
4. Conclusions
5. Recommendations

L. REPORT PREPARATION AND REPORTING PROCEDURES

L.1 The following formats shall be used for data collection and reporting and are attached hereto and by this reference made a part of this contract:

1. Terminal or Warehouse Inspection Data Sheet (Attachment 3)
2. Vehicle Inspection Data Sheets (Attachment 4)
3. Package Inspection Data Sheets (Attachment 5)

4. Monitoring Device Placement Data Sheet (Attachment 6)
5. Containerization Inspection Data Sheet (Attachment 7)
6. Personnel Survey Sheet (Attachment 8)

L.2 In report findings and discussions, naming of individuals shall be limited to those individuals directly involved in the implementation of this contract.

L.3 The annual report specified in section K shall be prepared in accordance with NRC Manual Chapter 3202, entitled "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements," attached hereto as Attachment 2 and by this reference made a part of this contract. The report shall be prepared in CAMERA-READY COPY format and should not be stapled or bound in any way. The report shall be entitled, "Transportation of Radioactive Material in Washington." The COMMISSION will provide in CAMERA-READY COPY format the cover page and title page.

M. DISTRIBUTION OF REPORTS

The COMMISSION will arrange for the appropriate distribution of the reports within the COMMISSION, the DOT, and the STATE, as well as other interested Federal, State, and local agencies or individuals. The COMMISSION shall provide the STATE up to 25 copies of the published annual report for its State and local distribution. However, publication of the information will not be made if it is determined by any party that official enforcement actions would be jeopardized by premature publication of this data.

ARTICLE II - DELIVERIES OR PERFORMANCE

A. PERIOD OF PERFORMANCE

The period of performance shall begin September 28, 1979 and end September 30, 1980.

B. OPTION TO EXTEND THE PERIOD OF PERFORMANCE

This contract may be extended for additional one-year periods, at the option of the COMMISSION by the Contracting Officer giving written notice of the COMMISSION'S exercise of such option to the STATE not later than the last day of the period

of performance. The Contracting Officer may give preliminary written notice of an intent to exercise such option at least ninety days prior to the last day of the period of performance (such preliminary notice shall not be construed as an exercise of the option) and will not bind the COMMISSION to exercise the option.

Upon receipt of the notice of intent to exercise the option, the STATE shall submit to the Contracting Officer, within thirty days, a cost estimate and technical proposal for the proposed extended period of performance.

C. DELIVERIES

The reports as stated herein shall be delivered to the U. S. Nuclear Regulatory Commission, Office of State Programs, ATTN: Marie Janinek, Washington, D. C. 20555, with all transportation charges paid by the STATE.

ARTICLE III - INSPECTION AND ACCEPTANCE

Acceptance of the services and reports to be delivered herein will be made by the Contracting Officer's Authorized Representative.

ARTICLE IV - SPECIAL PROVISIONS

A. PARTICIPATION BY OTHER GOVERNMENT AGENCIES

The COMMISSION shall have the right to request and accept the participation of other Federal Government agencies in the program and to keep other interested Federal agencies fully and currently informed of the activities undertaken under this contract.

ARTICLE V - CONTRACT ADMINISTRATION DATA

A. AUTHORIZED REPRESENTATIVE

The Contracting Officer may designate an Authorized Representative for the purpose of assuring that services required under this contract are ordered and delivered in accordance therewith. Such representative as may be appointed will be specifically designated in writing to the Contractor from the Contracting Officer including the extent of such designee's authority.

B. CONSIDERATION

The COMMISSION shall pay the STATE a fixed sum of \$20,000 for the one-year period specified in this contract, chargeable to the appropriation (DOT) cited in Block 14, page 1. The payment shall be made in accordance with the terms specified in C below, entitled "PAYMENT."

C. PAYMENT

Payment shall be made to the STATE by the COMMISSION on a quarterly basis after receipt of a satisfactory quarterly report as specified herein and submission of a properly executed invoice to the Office of the Controller, Division of Accounting, U. S. Nuclear Regulatory Commission, Washington, D.C. 20555. Final payment shall be made after receipt of satisfactory fourth quarter and final reports as specified herein and submission of invoice as stated above.

ARTICLE VI - GENERAL PROVISIONS

This contract is subject to the Fixed Price Supply Contract General Provisions dated February 15, 1978, which incorporates the Standard Form 32 (REV 4-75) General Provisions and FFR Changes and Additions to Standard Form 32 General Provisions (June 1976), attached hereto and made a part hereof by this reference, except as follows:

Clause 32 entitled, "Minority Business Enterprises Subcontracting Program," is deleted in its entirety.

Clause 33 entitled, "Preference for U. S. Flag Carriers," is deleted in its entirety.

Clause 42 entitled, "Dissemination of Contract Information," is deleted in its entirety.

PART III - LIST OF DOCUMENTS AND ATTACHMENTS

ARTICLE VII - LIST OF DOCUMENTS AND ATTACHMENTS

This contract contains the following attachments:

1. Fixed Price Supply Contract General Provisions dated February 15, 1978 (Attachment 1)
2. NRC Manual Chapter 3202, "Publication of Unclassified Regulatory and Technical Documents Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements" (Attachment 2)
3. Terminal or Warehouse Inspection Data Sheet (Attachment 3)
4. Vehicle Inspection Data Sheets (Attachment 4)
5. Package Inspection Data Sheets (Attachment 5)
6. Monitoring Device Placement Data Sheet (Attachment 6)
7. Containerization Inspection Data Sheet (Attachment 7)
8. Personnel Survey Sheet (Attachment 8)

**POOR
ORIGINAL**GENERAL PROVISION
FIXED PRICE SUPPLY CONTRACTTABLE OF CONTENTS

Standard Form 32, General Provisions (Supply Contract) Containing the following listed Articles on pages 1 through 5 of the form plus additional Articles on pages 6 through 20 attached thereto.

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GENERAL PROVISION
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GENERAL PROVISIONS
(Supply Contract)

POOR
ORIGINAL

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- (a) The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- (b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
- (c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

2. CHANGES

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: *Provided, however*, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. INSPECTION

- (a) All supplies (which term throughout this clause includes

without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: *Provided*, That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during

the performance of this contract and for such longer period as may be specified elsewhere in this contract.

6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of the Government acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of the Government acting within the scope of their employment.

7. PAYMENTS

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this contract.

8. ASSIGNMENT OF CLAIMS

(a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Energy Research and Development Administration, the National Aeronautics and Space Administration, the Federal Aviation Administration, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such

surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

(a) This clause is applicable if the amount of this contract exceeds \$10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

11. DEFAULT

(a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the Government terminates this contract in whole or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar supplies or services; *Provided*, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the

Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the Government, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Payment for completed supplies delivered to and accepted by the Government shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the Government and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The Government may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

12. DISPUTES

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contract-

ing Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

13. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The provisions of this clause shall be applicable only if the amount of this contract exceeds \$10,000.

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

14. BUY AMERICAN ACT

(a) In acquiring end products, the Buy American Act (41 U.S. Code 10 a-d) provides that the Government give preference to domestic source end products. For the purpose of this clause:

(i) "Components" means those articles, materials, and supplies, which are directly incorporated in the end products;

(ii) "End products" means those articles, materials, and supplies, which are to be acquired under this contract for public use; and

(iii) A "domestic source end product" means (A) an unmanufactured end product which has been mined or produced in the United States and (B) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. For the purposes of this (a) (iii) (B), components of foreign origin of the same type or kind as the products referred to in (b) (ii) or (iii) of this clause shall be treated as components mined, produced, or manufactured in the United States.

(b) The Contractor agrees that there will be delivered under this contract only domestic source end products, except end products:

(i) Which are for use outside the United States;

(ii) Which the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality;

(iii) As to which the Secretary determines the domestic preference to be inconsistent with the public interest; or

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(iv) As to which the Secretary determines the cost to the Government to be unreasonable.
(The foregoing requirements are administered in accordance with Executive Order No. 10582, dated December 17, 1954.)

15. CONVICT LABOR

In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT— OVERTIME COMPENSATION

This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and

interpretations of the Secretary of Labor which are now or may hereafter be in effect.

18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however, that in the event the Contractor becomes involved in*

or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. UTILIZATION OF SMALL BUSINESS CONCERNS

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

22. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(a) It is the policy of the Government to award contracts to labor surplus area concerns that (1) have been certified by the Secretary of Labor (hereafter referred to as certified-eligible concerns with first or second preferences) regarding the employment of a proportionate number of disadvantaged individuals and have agreed to perform substantially (i) in or near sections of concentrated unemployment or underemployment or in persistent - substantial labor surplus areas or (ii) in other areas of the United States, respectively, or (2) are noncertified concerns which have agreed to perform substantially in persistent or substantial labor surplus areas, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy.

(b) In complying with paragraph (a) of this clause and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (1) Certified-eligible concerns with a first preference which are also

small business concerns; (2) other certified-eligible concerns with a first preference; (3) certified-eligible concerns with a second preference which are also small business concerns; (4) other certified-eligible concerns with a second preference; (5) persistent or substantial labor surplus area concerns which are also small business concerns; (6) other persistent or substantial labor surplus area concerns; and (7) small business concerns which are not labor surplus area concerns.

23. UTILIZATION OF MINORITY BUSINESS ENTERPRISES

(a) It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

(b) The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly-owned businesses, at least 51 percent of the stock of which is owned by minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American-Eskimos, and American Aleuts. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

24. PRICING OF ADJUSTMENTS

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other provision of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) or Section XV of the Armed Services Procurement Regulation, as applicable, which are in effect on the date of this contract.

25. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes clause of this contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a board of contract appeals.

(b) Notwithstanding (a), above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

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FPR CHANGES AND NRC ADDITIONS TO STANDARD FORM 32 (1-16.101(c))
GENERAL PROVISIONS (SUPPLY CONTRACT)
(June 1976)

ADDITIONS CONSIST OF ARTICLES _____ THROUGH _____.

26. ALTERATIONS

The following alterations to the provisions of Standard Form 32, General Provisions, of this contract were made prior to execution of the contract by the parties:

1. DEFINITIONS

- a. The following paragraph (d) is added to this clause:

"(d) The term "Commission" or "NRC" means the United States Nuclear Regulatory Commission or any duly authorized representative thereof, including the Contracting Officer except for the purpose of deciding an appeal under the Article "Disputes."

27. LISTING OF EMPLOYMENT OPENINGS (FPR Temp. Reg. 39)

(Applicable to Contracts Involving \$10,000 or More)

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

- a. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans for the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

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- c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
- d. The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.
- e. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.
- g. The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

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h. As used in this clause:

- (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
 - (2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.
 - (3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.
 - (4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.
- i. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - j. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
 - k. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ

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and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

- l. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
- m. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

28. EMPLOYMENT OF THE HANDICAPPED (FPR Temp. Reg. 38)

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973 as amended
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, office of Federal Contract Compliance Programs, Department of Labor provided by or through the Contracting Officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

29. CLEAR AIR AND WATER (1-1.2302)

(Applicable only if the contract exceeds \$100,000, or the Contracting Officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clear Air Act (42 U.S.C. 1957c-8(c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

a. The Contractor agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 95-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of the contract.
- (2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.
- (4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

b. The terms used in this clause have the following meanings:

- (1) The term "Air-Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et. seq., as amended by Pub. L. 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et. seq., as amended by Pub. L. 92-500).

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- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pre-treatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

30. FEDERAL, STATE, AND LOCAL TAXES (1-11.401-1(c))

- (a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--
 1. Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase: Provided, that the Contractor if requested

by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

- (2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property or which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or the amount shall be paid to Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.
- c. No adjustment pursuant to paragraph (b) above will be made under this contract unless the aggregate amount thereof is or may reasonably be expected to be over \$100.
- d. As used in paragraph (b) above, the term "contract date" means the date set for the bid opening, or if this is a negotiated contract, the date of this contract. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.
- e. Unless there does not exist any reasonable basis to sustain an exemption, the Government, upon request of the Contractor, without further liability, agrees, except as otherwise provided in this contract, to furnish evidence appropriate to establish exemption from any tax which the Contractor warrants in writing was excluded from the contract price. In addition, the Contracting Officer may furnish evidence to establish exemption from any tax that may, pursuant to this clause, give rise to either an increase or decrease in the contract price. Except as otherwise provided in this contract, evidence appropriate to establish exemption from duties will be furnished only at the discretion of the Contracting Officer.
- f. The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price, and shall take action with respect thereto as directed by the Contracting Officer.

31. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (1-8.701)

- a. The performance of work under this contract may be terminated by the Government in accordance with this clause from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

- b. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:
- (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination;
 - (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
 - (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Assign to the Government, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Government shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - (5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;
 - (6) Transfer title to the Government and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the Government;
 - (7) Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in (6) above: *Provided, however,* That the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Contracting Officer: *And provided further,* That the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Government to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Contracting Officer may direct;
 - (8) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

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- (9) Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Government has or may acquire an interest.

At any time after expiration of the plant clearance period, as defined in Subpart 1-8.1 of the Federal Procurement Regulations (41 CFR 1-8.1), as the definition may be amended from time to time, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the Government to remove such items or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter the Government will accept title to such items and remove them or enter into a storage agreement covering the same: *Provided*, That the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made prior to final settlement.

- c. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one-year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
- d. Subject to the provisions of paragraph (c), and subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done: *Provided*, That such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (e) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to

be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph (d).

- e. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Contracting Officer shall, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him the amount if any due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:
- (1) For completed supplies accepted by the Government (or sold or acquired as provided in paragraph (b) (7) above) and not theretofore paid for, a sum equivalent to the aggregate price for such supplies computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;
 - (2) The total of--
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies paid or to be paid for under paragraph (e) (1) hereof;
 - (ii) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (b) (5) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors prior to the effective date of the Notice of Termination, which amounts shall be included in the costs payable under (i) above); and
 - (iii) A sum, as profit on (i), above, determined by the contracting officer pursuant to § 1-8.303 of the Federal Procurement Regulations (41 CFR 1-8.303), in effect as of the date of execution of this contract, to be fair and reasonable: *Provided, however,* that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and
 - (3) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the

contract and for the termination and settlement of subcontracts the reunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under (1) and (2) of this paragraph (e) shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the Government shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (e) (1) and (2) (i) above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government, or to a buyer pursuant to paragraph (b) (7).

- f. Costs claimed, agreed to, or determined pursuant to paragraphs (c), (d), and (e) of this clause shall be in accordance with the applicable contract cost principles and procedures in Part 1-15 of the Federal Procurement Regulations (41 CFR 1-15) in effect on the date of this contract.
- g. The Contractor shall have the right to appeal, under the clause of this contract entitled "Disputes," from any determination made by the Contracting Officer under paragraph (c) or (e) above, except that, if the Contractor has failed to submit his claim within the time provided in paragraph (c) above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under paragraph (c) or (e) above, the Government shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer; or (2) if an appeal has been taken, the amount finally determined on such appeal.
- h. In arriving at the amount due the Contractor under this clause there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract; (2) any claim which the Government may have against the Contractor in connection with this contract; and (3) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Government.
- i. If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

- j. The Government may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the Government upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the Government: *Provided, however,* That no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention of disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.
- k. Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to the Government at all reasonable times at the office of the Contractor but without direct charge to the Government, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions thereof.

32. MINORITY BUSINESS ENTERPRISES SUBCONTRACTING PROGRAM (1-1.1310.2(b))

- a. The Contractor agrees to establish and conduct a program which will enable minority business enterprises (as defined in the clause entitled "Utilization of Minority Business Enterprises") to be considered fairly as subcontractors and suppliers under this contract. In this connection, the Contractor shall--
- (1) Designate a liaison officer who will administer the Contractor's minority business enterprises program.
 - (2) Provide adequate and timely consideration of the potentialities of known minority business enterprises in all "make-or-buy" decisions.
 - (3) Assure that known minority business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority business enterprises.
 - (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority business enterprises, (ii) awards to minority business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority business enterprises.

- (5) Include the Utilization of Minority Business Enterprises clause in subcontracts which offer substantial minority business enterprises subcontracting opportunities.
- (6) Cooperate with the Contracting Officer in any studies and surveys of the Contractor's minority business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
- (7) Submit periodic reports of subcontracting to known minority business enterprises with respect to the records referred to in subparagraph (6) above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

- b. The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000, provisions which shall conform substantially to the language of this clause, including this paragraph (b), and to notify the Contracting Officer of the names of such subcontractors.

33. PREFERENCE FOR U.S. FLAG AIR CARRIERS (1-1.323-2)

- a. Pub. L. 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriate funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.
- b. The contractor agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- c. In the event that the contractor selects a carrier other than a U.S. flag air carrier for international air transportation; he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG
AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons:¹ (state reasons)

34. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (1-7.203-3)

- a. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this

¹ See Federal Procurement Regulations (41 CFR 1-1.323-3) or section 1-336.2 of the Armed Services Procurement Regulations, as applicable.

contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

- b. The Contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Prime Contractor, as the case may be, of all relevant information with respect to such disputes.

35. PERMITS (9-7.5006-48)

Except as otherwise directed by the Contracting Officer, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

36. RENEGOTIATION (9-7.5004-20)

If this contract is subject to the Renegotiation Act of 1951, as amended, the following provisions shall apply:

- a. This contract is subject to the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et. seq.), as amended, and to any subsequent act of Congress providing for the renegotiation of contracts. Nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an act of Congress heretofore or hereafter enacted. Subject to the foregoing, this contract shall be deemed to contain all the provisions required by section 104 of the Renegotiation Act of 1951, and by any such other act, without subsequent contract amendment specifically incorporating such provisions.
- b. The contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts, as that term is defined in section 103 g. of the Renegotiation Act of 1951, as amended.

37. PATENT INDEMNITY (9-9.5009(c))

The Contractor agrees to indemnify the Government, its officers, agents, servants, and employees against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability, arising pursuant to Section 183, Title 35, (1952) U.S. Code, prior to the issuance of Letters Patent) occurring in the performance of this contract or arising by reason of the use of disposal by or for the account of the Government of items manufactured or supplied under this contract.

38. REPORTING OF ROYALTIES (9-9.5011)

If this contract is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the contract or are reflected in the contract price to the Government, the Contractor agrees to report in writing to the Commission (Patent Counsel, Office of the Executive Legal Director) during the performance of this contract and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this contract together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which the royalties are to be paid. The approval of the Commission of any individual payments or royalties shall not estop the Government at any time from contesting the enforceability, validity or scope of, or title, to, any patent under which a royalty or payments are made.

39. NOTICE REGARDING LATE DELIVERY (1-7.204-4)

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, the Contractor shall immediately notify the Contracting Officer thereof in writing, giving pertinent details, including the date by which it expects to complete performance or make delivery: *Provided, however,* That this data shall be informational only in character and that receipt thereof shall not be construed as a waiver by the Government of any contract delivery schedule or date, or any rights or remedies provided by law or under this contract.

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40. STOP WORK ORDER

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period at which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (i) cancel the stop work order, or
- (ii) terminate the work covered by such order as provided in the "Default" or the "Termination for Convenience" clause of this contract.

(b) If a stop work order issued under this clause is cancelled or the period of the order or any extension thereof expires, the Contractor shall resume work. An equitable adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract, and
- (ii) the Contractor asserts a claim for such adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify such action, he may receive and act upon any such claim asserted at any time prior to final payment under this contract.

(c) If a stop work order is not canceled and the work covered by such order is terminated for the convenience of the Government, the reasonable costs resulting from the stop work order shall be allowed in arriving at the termination settlement.

(d) If a stop work order is not canceled and the work covered by such order is terminated for default, the reasonable costs resulting from the stop work order shall be allowed by equitable adjustment or otherwise.

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41. PUBLICATION AND PUBLICITY

Unless otherwise specified in this contract, the Contractor is encouraged to publish and make available through accepted channels the results of its work under this contract. The Contractor shall submit a copy of each article or other information to the Project Officer prior to publication or dissemination for public use. If the article or other information is subsequently modified or altered in any manner, the Contractor shall promptly notify the Project Officer and furnish him/her a copy of the article or other information as finally submitted for publication or dissemination.

The Contractor shall acknowledge the support of the U. S. Nuclear Regulatory Commission whenever publicizing the work under this contract in any media. To effectuate the foregoing, the Contractor shall include in any publication resulting from work performed under this contract an acknowledgement substantially as follows:

"The work upon which this publication is based was performed pursuant to Contract (insert number) with the (insert name of constituent agency), U. S. Nuclear Regulatory Commission."

Either Clause No. 42, entitled "Dissemination of Contract Information" or Clause No. 41 is for application but not both. In the absence of a clear delineation, Clause No. 41 applies.

42. 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 of 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.) Failure to comply with this clause shall be grounds for termination of this contract.

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43. WORK FOR OTHERS

Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to an actual or apparent conflict of interest with respect to the work being performed under this contract. The contractor shall insure that all employees designated as key personnel if any, under this contract abide by the provisions of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a possible conflict of interest, the contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

TERMINAL OR WAREHOUSE INSPECTION DATA SHEET

COMPANY _____ LOCATION _____ DATE/TIME _____ MONITORS _____

INSTRUMENT(S): TYPE _____ SERIAL NO. _____ CALIB. DATE _____

TYPE _____ SERIAL NO. _____ CALIB. DATE _____

SKETCH KEY:	
○	MONITOR PLACEMENT
△	SWIPE LOCATION
□	PACKAGE PLACEMENT
()	AREA READINGS

CONTAMINATION SURVEY

NO. SMEARS _____

<u>ID#</u>	<u>SWIPE NO.</u>	<u>LOC. DSCP.</u>	<u>RESULTS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AREA RADIATION LEVEL READINGS

NATURAL BACKGROUND _____

TOTAL TI PRESENT _____

<u>ID NO.</u>	<u>POSITION</u>	<u>RADIATION LEVEL</u>	<u>MR</u> <u>HR</u>	<u>REMARKS</u>

COMMENTS: _____

ATTACHMENTS: Monitoring Device Placement Sheet, Area Sketch, Personnel Survey

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VEHICLE INSPECTION DATA SHEET - TYPE: VAN

Company _____ Carrier _____ License # _____

Location _____ Date / / Time _____ Monitors _____

INSTRUMENT USED CONTAMINATION SURVEY No. Smears: _____

Make: _____ ID# _____ Location _____ Results _____

Model: _____

Serial #: _____

Calib. Date: _____

Background: _____

OBSERVATIONS PLACARDS Circle One: Required N/A

Total T.I.: _____ Front: yes no

Ship. Dcmts: _____ Rear: yes no

Secure: _____ Right: yes no

Exclusive Use: _____ Left: yes no

Sketch Key

Monitors: ○

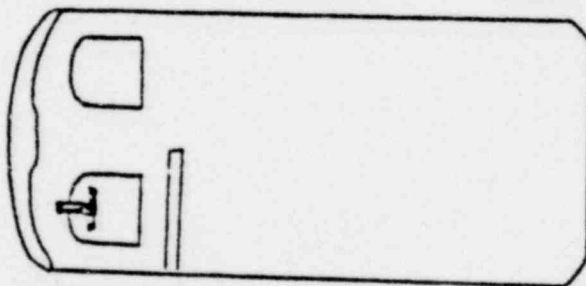
Smears: △

RADIATION READINGS - PACKAGE PLACEMENT - MONITOR & SMEAR LOCATIONS

(MR/HR) Surface: _____ 6 ft: _____

Surface: _____

6 ft: _____



Surface: _____

6 ft: _____

Surface: _____ 6 ft: _____

Drivers Seat: _____

Remarks: _____

Survey Conducted by: _____

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VEHICLE INSPECTION DATA SHEET - TYPE: SEDAN

Company _____ Carrier _____ License # _____

Location _____ Date / / Time _____ Monitors _____

INSTRUMENT USED CONTAMINATION SURVEY No. Smears: _____

Make: _____ ID# _____ Location _____ Results _____

Model: _____

Serial #: _____

Calib. Date: _____

Background: _____

OBSERVATIONS PLACARDS Circle One: Required N/A

Total T.I.: _____ Front: yes no

Ship. Dcmts: _____ Rear: yes no

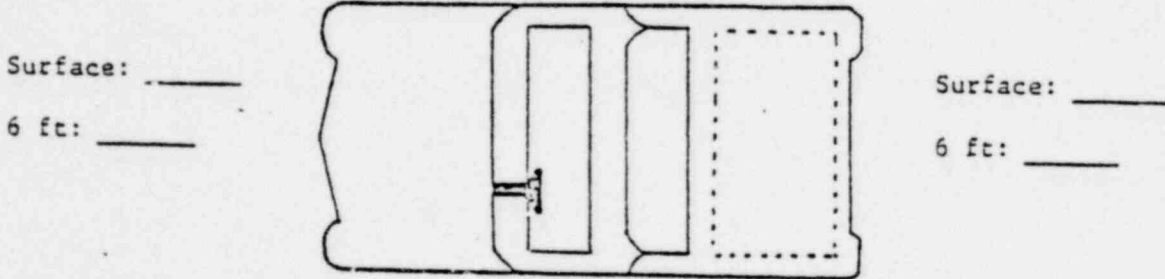
Secure: _____ Right: yes no

Exclusive Use: _____ Left: yes no

Sketch key
Monitors: ○
Smears: △

RADIATION READINGS - PACKAGE PLACEMENT - MONITOR & SMEAR LOCATIONS

(MR/HR) Surface: _____ 6 ft: _____



Surface: _____ 6 ft: _____

Drivers Seat: _____

Remarks: _____

Survey Conducted by: _____

VEHICLE INSPECTION DATA SHEET - TYPE: TRUCK

Company _____ Carrier _____ License # _____

Location _____ Date ____/____/____ Time _____ Monitors _____

INSTRUMENT USED CONTAMINATION SURVEY No. Smears: _____

Make: _____ ID# Location Results

Model: _____

Serial #: _____

Calib. Date: _____

Background: _____

OBSERVATIONS PLACARDS Circle One: Required N/A

Total T.I.: _____ Front: yes no

Ship. Dcmts: _____ Rear: yes no

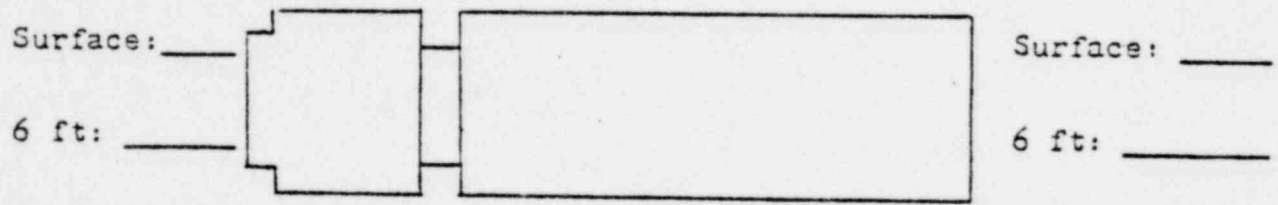
Secure: _____ Right: yes no

Exclusive Use: _____ Left: yes no

Sketch Key
Monitors: ○
Smears: △

RADIATION READINGS - PACKAGE PLACEMENT - MONITOR & SMEAR LOCATIONS

(MR/HR) Surface: _____ 6 ft: _____



Surface: _____ 6 ft: _____

In Cab: _____ Trailer Type and no.: _____ License #: _____

Remarks : _____

Survey Conducted by: _____

POOR ORIGINAL

PACKAGE INSPECTION DATA SHEET

COMPANY _____ LOCATION _____ DATE _____ TIME _____

INSTRUMENT: TYPE _____ SERIAL NO. _____ CALIB. DATE _____ BACKGROUND _____

SHIPPER & ORDER NO.	PACKAGE AUTH TYPE COMMODITY	CONTENTS		LABELS		RADIATION LEVELS		PHYSICAL CONDITION				RHS NO.	
		ISOT.	C1	LIST T. I.	NO.	TYPE	SURFACE	@ 3 FT.	SEAL	SIZE	SWIPE NO.		REMOV. CONT.

POOR ORIGINAL

REMARKS:

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MONITORING DEVICE PLACEMENT DATA SHEET

COMPANY _____

LOCATION _____

MONITORS _____

NAT. BKGRD. _____

DEVICE #	LOCATION (see sketch)		DATE/TIME PLACED	DATE/TIME RETRIEVED	EXPOSURE MEASURED	ANNUAL EXPOSURE w/o BKGRD	RMKS NO.
	ID #	DESCRIPTION					

POOR ORIGINAL

REMARKS: _____

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CONTAINERIZATION INSPECTION DATA SHEET

COMPANY _____ LOCATION _____ DATE _____ TIME _____

INSTRUMENT: TYPE _____ SERIAL NO. _____ CALIB. DATE _____ BACKGROUND _____

SHIPPER & ORDER NO.	TYPE OF I.C. CONT NO. PKGS. IH CONT	CONTENTS		LABELS		RADIATION MR LEVELS		CONTAINER			RHS NO.	
		ISOT.	CI	LIST T. I.	NO.	TYPE	SURFACE	@ 3 FT.	SEAL	SIZE		SWIPE NO.
 	 											

REMARKS:

POOR ORIGINAL

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PERSONNEL SURVEY

EMPLOYER: _____ LOCATION: _____ MONITORS: _____
NAME: _____ SOC. SEC. NO.: _____ BIRTH DATE: _____
TITLE: _____ DUTIES: _____

1. DOSIMETER DATA

DEVICE #	DATE/TIME ISSUED	DATE/TIME RETURNED	EXPOSURE MEASURED	COMMENTS REMARKS

2. EXPOSURE ESTIMATE

BASIS: _____

POOR ORIGINAL

3. ANNUAL EXPOSURE ESTIMATE

BASIS: _____

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Form NRC-489
(1-75)

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER NRC-3202 PUBLICATION OF UNCLASSIFIED REGULATORY AND TECHNICAL DOCUMENTS PREPARED BY NRC CONTRACTORS, INCLUDING REPORTS PREPARED UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

SUPERSEDED:

Number	Date
Chapter _____	_____
Page _____	_____
_____	_____
Appendix _____	_____

TRANSMITTED:

Number	Date
TN 3200-3	
Chapter NRC-3202	1/25/78
Page _____	_____
_____	_____
Appendix NRC-3202	1/25/78

REMARKS:

This chapter and appendix establish responsibilities, basic requirements, standards and procedures for the documentation, production and dissemination of regulatory and technical reports prepared by NRC consultants and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements.

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

Volume: 3000 Information and Foreign Activities
Part : 3200 Technical Information and Document Control

ADM

Chapter 3202 PUBLICATION OF UNCLASSIFIED REGULATORY AND TECHNICAL
DOCUMENTS PREPARED BY NRC CONTRACTORS, INCLUDING REPORTS
PREPARED UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

3202-01 COVERAGE

This chapter and its appendix handbook establish responsibilities, basic requirements, standards and procedures for the documentation, production and dissemination of regulatory and technical reports prepared by NRC consultants and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements. These reports are hereafter referred to as contractor documents. This chapter does not cover NRC staff-generated documents, environmental impact statements, NRC docket material, or the documents generated by NRC boards, panels and advisory committees.

3202-02 OBJECTIVES

021 To assure production of information and reports as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act.

022 To assure that dissemination of regulatory and technical documents is consistent with requirements for public availability of information on the regulatory process.

023 To assure that national security, patent rights, copyrights, and commercial proprietary rights are not compromised by the release, distribution, or dissemination of information from the NRC.

024 To assure that formal NRC contractor documents will carry the registered NRC designation NUREG as the prime identification.

3202-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration, develops and maintains, in consultation with Directors of Offices and Divisions, NRC standards, procedures and guides for the production and dissemination of regulatory and technical contractor documents.

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- 032 The Director, Division of Technical Information and Document Control:
- a. develops and administers a central document control system for identifying, printing and distributing contractor documents and responding to requests for them.
 - b. develops and maintains guides and standards for the documentation, formatting, printing, dissemination, and public sale of contractor documents.
 - c. assures that a system exists for review of contractor documents for adherence to patent, copyright and security policies prior to dissemination.
 - d. establishes and administers interagency agreements necessary for the dissemination and public sale of contractor documents and controls the duplication and printing of contractor documents to assure adherence to the Government Printing and Binding Regulations issued by the Joint Committee on Printing (JCP), Congress of the United States.
 - e. establishes distribution data banks, maintains official standard distribution lists for automatic distribution of contractor documents, and controls distribution to assure adherence to the Government Printing and Binding Regulations and the Privacy Act (Title 5, U.S.C.).
- 033 Directors, Offices and Divisions:
- a. establish the contract or Standard Order for Work* provisions, including those required by this chapter and its appendix; Chapter NRC-3203, Distribution of Unclassified NRC Staff- and Contractor-Generated Documents and its appendix; Chapter NRC-0260, Printing and Related Activities and its appendix; and NRC Bulletin 1102-6, Procedure for Placement of Work with DOE (to be issued). In those provisions:
 - (1) specify what documents will be reviewed for policy, management, regulatory and legal issues by NRC staff in draft prior to printing and distribution. If the document is to be reviewed by NRC staff, give the conditions under which the contractor may publish documents in the event of unresolvable differences relative to the draft, including the type of disclaimer to be used in addition to the standard government disclaimer (see Exhibit 6).

*In the case of DOE work, this is NRC Form 173, Standard Order for DOE Work.

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- (2) provide for the reviews necessary to insure that the national security, patent rights, copyrights, and commercial proprietary rights are not compromised by the release or dissemination of documents. If the contractor is to be authorized to make the review, designate the contractor officials who are authorized to sign NRC Form 426 prior to NRC distribution of documents.
 - (3) specify that all formal documents carry NUREG numbers as the prime identification, as illustrated in the appendix, and that interim documents include the title page indicated in the appendix.
 - (4) specify whether formal documents shall be printed by NRC or the contractor if the contractor has a JCP authorized federal printing plant (see appendix, part III).
 - (5) specify that all formal documents required by NRC shall be distributed by NRC.
 - (6) establish the number of copies the contractor may retain or request for internal and external distribution and charge against NRC. Written justification must be provided to the NRC JCP representative when the number exceeds the 50 copies authorized by JCP.
- b. assure adherence to instructions and authorizations regarding the reproduction and distribution of documents.
 - c. recommend standard distribution category(ies) and provide standard and incidental distribution lists for contractor documents to the contractor and the Division of Technical Information and Document Control.
 - d. provide changes to the official standard and incidental distribution lists to the contractor and the Division of Technical Information and Document Control.

034 Director, Office of the Executive Legal Director, provides legal review and advice to NRC staff on questions regarding inventions, patents, and use of copyrighted material.

035 Director, Division of Security, provides review of documents to assure that national security interests are not compromised by the release.

036 Director, Division of Contracts:

- a. coordinates the flow of all documents to and from contractors where such documents may result in alterations in the terms and conditions of applicable contracts as they pertain to document production and distribution.

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- b. advises the contractor as to the source and method for obtaining documents required from the government for performance of the contract.
- c. provides contractor with copies of NRC Manual Chapters 3202, 3203 and 0260, when appropriate.
- d. determines that requests for proposals and invitations for bids and subsequent contracts awarded require contractor compliance with Chapter NRC-3202 and the Government Printing and Binding Regulations, when appropriate.

3202-04 DEFINITIONS*

041 camera-ready copy - copy ready for printing. This is a colloquial term of long standing that is used even though the printing process may not involve the so-called copy camera (see also reproducible masters).

042 central document control system - means for developing and maintaining the policies, procedures and guides needed to identify and produce regulatory and technical documents and to assure adherence to requirements and standards for documentation, formatting, printing and distribution.

043 commercial proprietary right - trade secrets and commercial or financial information obtained from a person and privileged or confidential.

044 contractor document - a document prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

045 copyright - "the exclusive, legally secured right to reproduce (as by writing or printing), publish and sell the matter and form of literary, musical or artistic work..." (Webster's Third International Dictionary). Copyrighted material may not be reproduced without the permission of the author or publisher.

046 disseminate - to announce the publication of documents and make them available for free distribution, sale or copying.

047 distribute - to disperse documents to specific organizations and individuals to assure participation in the regulatory process and support of research and technological investigations. Such distribution may be accomplished by the use of standard distribution data banks established and maintained by the Division of Technical Information and

*Words underscored in definitions are also defined in list.

Document Control based on the requests of the originating Office or Division.

048 document - a printed record or copy thereof (see also report).

049 documentation - includes classification and associated required markings, the NRC document number unique to the document, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or interagency agreement number), date and availability.

0410 formal contractor documents - regulatory and technical documents that record the results of contractor or interagency agreement work at principal points in the program. Such documents may include, but are not limited to, quarterly and annual progress reports and final reports. Prior to publication, these documents shall have received the reviews and approvals required by NRC. Such reviews and approvals shall include, but not necessarily be limited to, patent review (if applicable) and security review (if applicable). These reports will carry NUREG designations as the prime identification.

0411 interim contractor documents - regulatory and technical documents prepared in accordance with contract or interagency agreement requirements for recording plans and results during the course of the work. Such documents may include, but are not limited to, informal progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-test predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports.

0412 NRC program or project sponsor - the NRC individual responsible for the performance of a consultant or a contractor and his subcontractor or work performed under or pursuant to an interagency agreement.

0413 patent review - review by legal staff to assure protection rights in inventions.

0414 publicly available documents - documents which are available in the NRC Public Document Room (PDR) for public inspection and copying.

0415 regulatory and technical documents - documents that have been prepared in support of regulatory investigations and are to become publicly available records. Such documents shall carry unique identification.

0416 report - a regulatory or technical document that is to be printed and disseminated which carries the bibliographic documentation required for storage and retrieval.

0417 reproducible masters - camera-ready copy which includes (1) originals of line drawings (or prints that can be copied), (2) glossy

prints of black and white photographs (colored photographs cannot be reproduced), (3) original typed or printed text, tables, cover, title page, contents and abstract, or (4) other forms of the materials listed in (1), (2) and (3) that are acceptable to a printer who will guarantee to prepare reproducible copy therefrom (see appendix, part IV, for guidelines).

0418 unique identification - NRC identification used on a document and its attachments, revisions, and supplements that is not used on any other document.

3202-05 BASIC REQUIREMENTS

051 Applicability. The provisions of this chapter and its appendix apply to NRC consultants and to NRC contractors and subcontractors, including those working under interagency agreements, whose contracts require the preparation of regulatory and technical documents. Because of the unique requirements of NRC boards, panels and advisory committees which report directly to the Commission, the handling of reports prepared by consultants and contractors to them are governed by the Board or Panel Chairman and, in the case of advisory committees, by the Advisory Committee Management Officer.

052 Forms. NRC Form 426, "Publication Release for Unclassified Formal NRC Staff, Consultant and Contractor Reports" (Exhibit 5) shall be used as provided in the appendix.

053 Appendix 3202. Standards, procedures and methods for managing the production and dissemination of contractor documents are contained in the appendix to this chapter.

054 Preparation Requirements.

- a. Documents to be Printed by NRC. All contractor documents to be printed by NRC shall be prepared according to Appendix 3202. The reproducible masters for the requisite distribution shall be transmitted to the Division of Technical Information and Document Control by the NRC program or project sponsor or the authorized contractor official.
- b. Documents Printed by Authorized Federal Printing Plants or Duplicated by a Contractor. All contractor documents to be printed or duplicated by the contractor (as specified by the contract, agreement, or standard order for work) shall be prepared according to Appendix 3202, and a reproducible master and sufficient copies for standard and incidental distribution shall be supplied to the Division of Technical Information and Document Control accompanied by completed NRC Form 426 signed by the NRC program or project sponsor or the authorized contractor official.

055 References. The NRC manual chapters referenced are available from the Division of Technical Information and Document Control. The other citations are available from the Government Printing Office.

- a. Chapter NRC 0260, "Printing and Related Activities."
- b. Chapter NRC 2101, "NRC Security Program."
- c. NRC Appendix 2101, Part III, "Control of Classified Information and Documents."
- d. NRC Appendix 2101, Part VIII, "Physical Protection of Classified NRC Facilities and Matter."
- e. Chapter NRC 3203, "Distribution of Unclassified NRC Staff- and Contractor-Generated Documents."
- f. NRC Bulletin II02-6, "Procedure for Placement of Work with DOE" (to be issued).
- g. Title 44, U.S. Code, "Public Printing and Documents."
- h. Government Printing and Binding Regulations of the Joint Committee on Printing, Congress of the United States, No. 24, April 1977 (JCP Regulations).
- i. Title 5, U.S. Code.

PUBLICATION OF REGULATORY AND TECHNICAL DOCUMENTS
PREPARED BY NRC CONTRACTORS, INCLUDING REPORTS
PREPARED UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

HANDBOOK

POOR ORIGINAL

U.S. NUCLEAR REGULATORY COMMISSION
DIVISION OF TECHNICAL INFORMATION AND DOCUMENT CONTROL

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This appendix provides standards and procedures for the documentation, production and dissemination of regulatory and technical documents that are to be made publicly available and are prepared by contractors or other government agencies in accordance with contract requirements or interagency agreements. It is presented in four parts: Part I - Formal Contractor Documents to be Printed by NRC, Part II - Interim Contractor Documents to be Printed by NRC or Duplicated by Contractor, Part III - Formal Documents to be Printed Under or Pursuant to Interagency Agreements by Agencies with JCP Authorized Federal Printing Plants, and Part IV - Guidelines for Preparation of Manuscripts and Reproducible Copy to be Printed by NRC.

PART I

FORMAL CONTRACTOR DOCUMENTS TO BE PRINTED BY NRC

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to contractor and interagency agreement documents that are to be printed by NRC. Contractors, other than DOE laboratories with authorized federal printing plants, may not print reports prepared for NRC.
- b. With respect to classified documents and documents "For Official Use Only," the requirements set forth in this part shall be used in conjunction with Chapter NRC-2101.
- c. The requirements of this part do not apply to consultants and contractors of the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers and title pages are required (see Exhibits 1 and 2 for contractor reports and Exhibits 3 and 4 for reports prepared under or pursuant to interagency agreements).*

*Reproducible copy of the cover of the performing organization may be submitted; however, the data elements shown in Exhibit 1 must be included.

b. The items shown in Exhibits 1 through 4 and discussed below shall appear on the title page and cover, as appropriate.*

- (1) NRC Document Number. Each document shall be identified by an NRC-controlled alphanumeric number as the prime number unique to that document. The centralized document control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may be obtained by calling Division of Technical Information and Document Control or submitting a copy of NRC Form 426 (Exhibit 5) with a request for a number.

The NRC identification number will have the form:

NUREG/CR-1234

The contractor's report number, if any, may be inserted below the NUREG number on the title page and cover, as shown in Exhibits 1 through 4.

When a document consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part or revision designation shall appear immediately below the report number.

(2) Title and Subtitle

- (a) Use a brief title that indicates clearly the subject matter covered in the document.
- (b) When a document is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of document (e.g., annual report, final report, thesis, etc.) and the period covered as part of the subtitle.

- (3) Personal Author(s)' Name(s). Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on title

*These requirements meet the specifications of American National Standard ANSI Z39.18-1974, Guidelines for Format and Production of Scientific and Technical Reports, and ANSI Z39.23-1974, Technical Report Numbers.

page following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the document.

(4) Organization Identification. On the title page and cover, provide information of the type illustrated in Exhibits 1 through 4.

(5) Basis for Report Date(s)

(a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date document completed, date reviews completed, date published, date distributed, etc.

(b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability Information

All formal documents will be made available for sale by NRC and by the National Technical Information Service (NTIS). The following statements will be inserted on the inside of the front cover (Exhibit 6) by the Division of Technical Information and Document Control:

Available from
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Available from
National Technical Information Service (NTIS)
Springfield, Virginia 22161

4. Disclaimer

The following notice will be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate.

5. Abstract

An abstract of 200 words or less shall be prepared for each formal document. If the abstract is included in the document, it should appear on a separate page between the table of contents and the text.*

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review. The result of such review shall be reported on NRC Form 426 in item II (Exhibit 5).

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC program or project sponsor shall consider the patent implications. If there is no need for patent review because of the certainty that the document contains no description of novel technical developments which may be of an inventive nature, NRC Form 426 may be completed with the statement "not applicable" or "N/A" in the space for the Patent Counsel's signature. If there is a possibility that there is disclosure of developments of an inventive nature, the contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor reports will be unclassified. Should a report of classified work be required, however, the NRC program or project sponsor must work with the NRC Division of Security to establish the appropriate classification procedures and inform the contractor of such procedures through the contracting officer.

*This preferred positioning of the abstract in the document need not be followed if the style manual of the originating organization requires a different location.

C. PROCEDURES FOR PRINTING OR DUPLICATING AND
DISTRIBUTING

1. Printing or Duplicating

Reproducible masters prepared in accordance with this appendix* shall be transmitted to the Division of Technical Information and Document Control, accompanied by completed NRC Form 426 (Exhibit 5). NRC Form 426 must be signed by the NRC program or project sponsor or the authorized contractor official. The Division of Technical Information and Document Control will review the masters for adherence to the standards set forth in this chapter and appendix and will arrange for printing and distributing the document. Unsatisfactory masters will be reported to the program or project sponsor for appropriate contractual action by the contracting officer or, in the case of government agency or interagency agreement work, the publications manager of the performing organization.

2. Reprinting or Reduplicating

Requests for reprinting or reduplicating any document subsequent to the initial printing or duplication require approval of the Division of Technical Information and Document Control. Each request shall include a written justification for the reprinting or reduplicating and a list of recipients and their complete addresses.

3. Distribution of Documents

All copies of formal contractor documents will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426 (Exhibit 5).

If any distribution is to be made other than the standard distribution established for the document, written justification for printing or duplicating additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control.

The final pages of the reproducible masters shall be the distribution list.

*For guidelines, see part III.

EXHIBIT 1

SAMPLE COVER FOR UNCLASSIFIED FORMAL CONTRACTOR-PREPARED
DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR PURSUANT TO
INTERAGENCY AGREEMENTS

NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)

NUREG/CR-0012
UCLA-ENG-7761

Title

**LMFBR FUEL ANALYSIS
TASK B: POST-ACCIDENT HEAT REMOVAL**

Subtitle and Type of Report
(Annual, Topical, etc.)

Final Report
October 1, 1976 - September 30, 1977

Author(s)

J. Castle N. C. Ostrander
J. M. McDonough I. Catton

Contractor

University of California, Los Angeles

NRC

Prepared for
U. S. Nuclear Regulatory Commission

EXHIBIT 2

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL CONTRACTOR-
PREPARED DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS

NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)
Distribution Category No. (if any)

NUREG/CR 0012
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TASK B: POST-ACCIDENT HEAT REMOVAL**

Subtitle and Type of Report
(Annual, Topical, etc.)

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October 1, 1976 - September 30, 1977

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J. Castle N. C. Ostrander
J. M. McDonough I. Catton

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Contractor Name
and Address

School of Engineering and Applied Science
University of California
Los Angeles, CA 90024

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Division of Project Management
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Under Contract No. NRC-03-77-001

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POOR ORIGINAL

EXHIBIT 3

SAMPLE COVER FOR UNCLASSIFIED FORMAL REPORTS PREPARED
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)

NUREG/CR-1234
ORNL-6789
Vol. 3, Rev. 2

Title

**A CRITICAL EVALUATION OF THE
NONRADIOLOGICAL ENVIRONMENTAL
TECHNICAL SPECIFICATIONS**

Subtitle

Volume 3
Peach Bottom Atomic Power Station
Units 2 and 3

Author(s)

S. M. Adams
P. A. Cunningham
D. D. Gray
K. D. Kumar
A. J. Witten

Contractor Names

Oak Ridge National Laboratory

NRC Sponsorship

Prepared for
U. S. Nuclear Regulatory Commission

POOR ORIGINAL

EXHIBIT 4

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL REPORTS PREPARED
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)
Distribution Category No. (if any)

NUREG/CR 1234
ORNL 6789
Vol. 3, Rev. 2
R2

Title

**A CRITICAL EVALUATION OF THE
NONRADIOLOGICAL ENVIRONMENTAL
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Subtitle

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K. D. Kumar
A. J. Witten

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Contractor Names
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NRC FIN No. or
Contract No.

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EXHIBIT 5

1. REPORT NUMBER		Obtain in advance from Division of Technical Information and Document Control	NRC FORM 426 (12-77) NRCM 3201	U.S. NUCLEAR REGULATORY COMMISSION	
2. DISTRIBUTION CATEGORY NO.		Insert appropriate number from the NRC Distribution Category List	PUBLICATIONS RELEASE FOR UNCLASSIFIED FORMAL NRC STAFF, CONSULTANT, AND CONTRACTOR REPORTS		
3. TITLE AND SUBTITLE (State in full as shown on document.)					
4. AUTHORS (If more than three, name first author followed by "and others.")					
5. ORGANIZATIONAL UNIT (If contract, use organizational unit of author to whom inquiries may be addressed.)					
OFFICE/DIVISION		BRANCH/UNIT		TELEPHONE NO.	
6. REPORT DATE(S)		BASIS FOR EACH DATE (e.g., date manuscript submitted, date manuscript published.)			
7. CONTRACT NUMBER		8. NAME OF NRC PROGRAM SPONSOR FOR CONTRACT		TELEPHONE NO.	
9. TYPE OF DOCUMENT ("X" one) and					
<input type="checkbox"/> (a) REGULATORY REPORT (e.g., Enforcement, Impact Statement, Safety Evaluation Report, etc.) <input type="checkbox"/> (b) TECHNICAL REPORT <input type="checkbox"/> (c) CONFERENCE PAPER (1) TITLE OF CONFERENCE _____ (2) DATE(S) OF CONFERENCE _____ (3) LOCATION OF CONFERENCE _____ <input type="checkbox"/> (d) OTHER (Indicate type of item, e.g., thesis, translation, guide, etc.) _____					
10. RECOMMENDED DISTRIBUTION ("X" one, if reproduced by Contractor, send all copies to the Division of Technical Information and Document Control for distribution.)					
<input type="checkbox"/> (a) STANDARD DISTRIBUTION AND NTIS SALE { Document may be distributed to Distribution Category identified in Item 2, above, and to the NTIS for sale to the public. } <input type="checkbox"/> (b) OTHER { Specify special instructions such as "Make available only as specifically approved by program office," "Send to attached addresses in addition to standard distribution," etc. Such request must be justified. Continue on reverse or separate sheet if necessary. }					
11. ADDITIONAL INFORMATION AND REMARKS (Use this space if necessary to expand on answers given above. Continue on reverse or separate sheet.)					
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12. CLEARED FOR RELEASE			13. SUBMITTED BY		
Forward completed, signed NRC Form 426, together with the related document for review.			a. NAME OF HEAD OF ORGANIZATIONAL UNIT (type or print)		
TO: Patent Counsel Office of Executive Legal Director			b. ORGANIZATIONAL UNIT		
<input type="checkbox"/> a. PATENT CLEARANCE GRANTED <input type="checkbox"/> b. PATENT CLEARANCE NOT GRANTED			c. DIVISION		
c. PATENT COUNSEL'S SIGNATURE			d. SIGNATURE (NRC responsible staff members or authorized contractor official.)		
d. DATE			e. DATE		
NRC FORM 426 (12-77) PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE. EXISTING STOCK MAY BE USED.					

EXHIBIT 6
DISCLAIMER AND AVAILABILITY STATEMENTS
(BACK OF COVER)

NOTICE

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.

The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission.

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Available from
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Available from
National Technical Information Service
Springfield, Virginia 22161

PART II

INTERIM CONTRACTOR DOCUMENTS TO BE PRINTED BY
NRC OR AN AUTHORIZED FEDERAL PRINTING PLANT OR
DUPLICATED BY A CONTRACTOR

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to contractor documents that are to be printed by NRC or an authorized Federal printing plant or duplicated by a contractor.
- b. With respect to classified documents and documents "For Official Use Only," these requirements shall be used in conjunction with Chapter NRC-2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Title Page

- a. A title page is required for each document. This page may be typed on plain bond and attached to the document.
- b. The items shown in Exhibit 7 and discussed below shall appear on the title page. While the layouts and typefaces need not be exactly the same as in Exhibit 7, the items shall appear in approximately the locations indicated.
 - (1) NRC Accession Number. Each document to be made publicly available will be given a number unique to that document by the Division of Technical Information and Document Control.
 - (2) The other title page items are self-explanatory or are explained in Exhibit 7.
- c. The title page shall be marked "Interim."

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely

affect the patent rights of NRC. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review. The result of such review shall be reported on NRC Form 426 in item II (Exhibit 5).

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC program or project sponsor shall consider the patent implications. If there is no need for patent review because of the certainty that the document contains no description of novel technical developments of an inventive nature, NRC Form 426 may be completed with the statement "not applicable" or "N/A" in the space for the Patent Counsel's signature. If there is a possibility that there is disclosure of developments of an inventive nature, the NRC contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor reports will be unclassified. Should a report of classified work be required, however, the program or project sponsor must work with the Division of Security to establish the appropriate classification procedures and inform the contractor of such procedures.

C. PROCEDURES FOR PRINTING OR DUPLICATING AND DISTRIBUTING

1. Printing or Duplicating. Interim documents may be printed by NRC or an authorized Federal printing plant or duplicated (as defined by the Joint Committee on Printing, JCP, U.S. Congress)* by the contractor. If to be printed by NRC, the

*duplicating - as defined by JCP, means that material produced by use of single-unit duplicating equipment with an image area not larger than 11 by 17 inches and which has a maximum image of 10-3/4 by 14 inches: provided that work exceeding 5,000 production units of any one page, and work exceeding 25,000 production units in the aggregate of multiple pages, shall not be done without authority of JCP. Any work exceeding the limits stated above and requiring equipment other than that listed as duplicating equipment in the Government Printing and Binding Regulations must be approved by JCP or requisitioned by the Division of Technical Information and Document Control.

reproducible masters of the document, accompanied by a completed NRC Form 426, must be sent to the Division of Technical Information and Document Control.

2. Distribution of Documents Printed by NRC. The masters of documents to be printed by NRC shall include a list of those to whom the document is to be distributed, complete with organization address and Zip code, or a standard distribution list shall be specified if an applicable one exists.
3. Distribution of Documents Duplicated by Contractor. Interim documents duplicated by the contractor shall be distributed by the contractor or the Division of Technical Information and Document Control. If to be distributed by NRC, the necessary copies and a list of those to whom the document is to be distributed, complete with organization address and Zip code, and a completed NRC Form 426 shall accompany the documents when sent to the Division of Technical Information and Document Control; a standard distribution list may be specified if an applicable one exists.

If distributed by the contractor, two copies of the document shall be sent to the Division of Technical Information and Document Control, along with a list of those to whom copies were distributed and a completed NRC Form 426. An accession number will be assigned before the document is sent to the NRC Public Document Room. A copy of the NRC Form 426 will be returned to the contractor with the accession number assigned.

EXHIBIT 7

SAMPLE TITLE PAGE FOR INTERIM CONTRACTOR DOCUMENTS TO BE MADE PUBLICLY AVAILABLE

Accession No.
(Will be added by NRC)
Contractor Report No.

Title of Program for Which
Contract Written
Limited Subject of
This Document
Type of Document: Status
Report, Quick-Look
Report, etc.

Individual

Contractor and Address

Interagency Agreement
or Contract No.

INTERIM REPORT

Accession No. _____

Contract Program or Project Title: _____

Subject of this Document: _____

Type of Document: _____

Author(s): _____

Date of Document: _____

Responsible NRC Individual and NRC Office or Division: _____

This document was prepared primarily for preliminary or internal use. It has not received full review and approval. Since there may be substantial changes, this document should not be considered final.

Oak Ridge National Laboratory
Oak Ridge, Tennessee 37830
operated by
Union Carbide Corporation
for the
U.S. Department of Energy

Prepared for
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
Under Interagency Agreement DOE 40-550-75
NRC FIN No. A12347

INTERIM REPORT

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PART III

FORMAL DOCUMENTS TO BE PRINTED UNDER OR PURSUANT
TO INTERAGENCY AGREEMENTS BY AGENCIES WITH JCP
AUTHORIZED FEDERAL PRINTING PLANTS

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to NRC staff who are responsible for agreements with other agencies and their contractors who print regulatory and technical documents required by agreements with NRC.
- b. With respect to classified documents and documents "For Official Use Only," the requirements set forth in this part shall be used in conjunction with Chapter NRC-2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers (of different paper than that of the text) and title pages are required.*
- b. Items such as those shown in Exhibits 3 and 4 and discussed below shall appear on the front cover and title page, as appropriate.** While layouts and typefaces need not be exactly the same as in Exhibits 3 and 4, the items shall appear in approximately the locations indicated and with the same relative prominence.

- (1) NRC Document Number. Each document shall be identified by an NRC-controlled alphanumeric number as the prime number unique to that document. The centralized document control system for unique

*The cover stock of the performing organization may be used; however, it must include the data elements shown in Exhibit 3.

**These requirements meet the specifications of American National Standard ANSI Z39.18-1974, Guidelines for Format and Production of Scientific and Technical Reports, and ANSI Z39.23-1974, Technical Report Numbers.

identification is maintained by the Division of Technical Information and Document Control. Numbers may be obtained by calling the Division of Technical Information and Document Control or submitting a copy of NRC Form 426 (Exhibit 5) with a request for a number.

The NRC identification number will have the form:

NUREG/CR-1234

The contractor's report number, if any, may be inserted below the NUREG number on the title page and cover, as shown in Exhibits 3 and 4.

When a document consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation shall appear immediately below the report number(s). NRC document numbers on covers and title pages shall be shown entirely on one line to facilitate computer processing.

(2) Title and Subtitle

- (a) Use a brief title, which indicates clearly the subject matter covered in the document.
- (b) When a document is prepared in more than one volume, repeat the primary title on each volume.
- (c) if appropriate, show the type of document (e.g., annual report, final report, thesis, etc.) and the period covered as part of the subtitle.

(3) Personal Author(s)' Name(s)

- (a) Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on title page and cover following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the document.
- (b) Authors may be identified on backstrips (spines) of bound volumes.

(4) Organization Identification

- (a) On cover, provide the name of the contractor responsible for preparing the document, followed by "Prepared for the U.S. Nuclear Regulatory Commission."
- (b) On the title page, provide information of the type illustrated in Exhibit 4.

(5) Basis for Report Date(s)

- (a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date document completed, date reviews completed, date published, date distributed, etc.
- (b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability and Price Information

All formal documents will be made available for sale by NRC and NTIS. The following statement is required on the inside of the front cover (Exhibit 6):

Available from
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

Available from
National Technical Information Service (NTIS)
Springfield, Virginia 22161

4. Disclaimer

The following notice shall be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate.

5. Abstract

An abstract of 200 words or less shall be prepared for each formal document. Within the document, the abstract shall appear on a separate page between the table of contents and the text.*

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. The government agency responsible for the interagency agreement with NRC should perform the patent review. The results of such review shall be reported by the agency on NRC Form 426 in item II (Exhibit 5).

2. Security Review

In most cases, consultant, contractor, and subcontractor reports will be unclassified. Should a report of classified work be required, however, the NRC program or project sponsor must work with the Division of Security to establish the appropriate classification procedures and inform the contractor.

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Contractor documents may be printed only by a JCP authorized printing plant. Documents printed by the contractor and one reproducible master shall be submitted by the NRC program or project sponsor or the authorized contractor official to the Division of Technical Information and Document Control, with completed NRC Form 426. The number of copies specified by the agreement or contract for standard and incidental distribution shall be provided. The appropriate identifying number (NURLG/CR-____) may be obtained as discussed in section A.2.b.(1).

2. Reprinting

Requests for reprinting of any document at NRC expense subsequent to the initial printing require approval of the Division of Technical Information and Document Control. The

*This preferred positioning of the abstract in the document need not be followed if the style manual of the originating organization requires a different location.

request shall include a written justification for the reprinting and a list of recipients and their complete addresses.

3. Distribution of Documents

Each document transmitted to the Division of Technical Information and Document Control shall be accompanied by a recommendation for distribution on NRC Form 426 (Exhibit 5) and sufficient copies for standard and incidental distribution.

PART IV

GUIDELINES FOR PREPARATION OF MANUSCRIPTS AND
 REPRODUCIBLE MASTERS TO BE PRINTED BY NRC

A. INTRODUCTION

These guidelines provide instructions to U.S. Nuclear Regulatory Commission contractors for the preparation of reproducible masters (camera-ready copy) of reports submitted to NRC for printing or duplicating. They are intended for the use of NRC contractors that do not have written editorial standards for manuscript preparation. Organizations with established report preparation staffs and style manuals should use their own procedures and guidelines; this particularly applies to the DOE laboratories.

Adherence to these or similar established guidelines will insure the professional quality and timely publication of NRC contractor reports. Manuscripts submitted which do not adhere to these or similar professional guidelines will be reported to the program or project sponsor for appropriate contractual action by the contracting officer or, in the case of government agency or interagency agreement work, the publications manager of the performing organization.

Questions about the implementation of these guidelines should be addressed to NRC's Division of Technical Information and Document Control, Washington, D.C. 20555; (301) 492-7566.

B. ORDER OF ELEMENTS IN A REPORT

Organize the manuscript according to the following order of elements before submitting it to NRC.

	<u>Element</u>	<u>Page Number</u>	<u>Right or Left Hand Page</u>
Front Matter	Title page	none	Right
	Back of title page	none	Left
	Abstract	iii	Right
	Back of Abstract page	none	Left
	Table of Contents	v	Right
	List of Figures	Small Roman (odd or even)	Right or Left
	List of Tables	Small Roman (odd or even)	Right or Left
	Preface	Small Roman (odd)	Right
	Acknowledgments	Small Roman (odd)	Right
	Abbreviations and Symbols	Small Roman (odd)	Right

	<u>Element</u>	<u>Page Number</u>	<u>Right or Left Hand Page</u>
	Introduction	Unnumbered, but considered Arabic 1	Right
	Text	Numbered consecutively throughout in Arabic numerals	Right
	References	Numbered consecutively throughout in Arabic numerals	Right
Back Matter	Bibliography	Numbered consecutively throughout in Arabic numerals	Right or Left
	First Appendix	Numbered consecutively throughout in Arabic numerals	Right
	Glossary	Numbered consecutively throughout in Arabic numerals	Right or Left
	Distribution Lists	Numbered consecutively throughout in Arabic numerals	Right

When an element ends on a right-hand page and the next element is to start on a right-hand page, leave a blank unnumbered page and skip a number so that the right-hand page starts on an odd page. Right-hand pages are always assigned odd numbers, left-hand pages are always assigned even numbers.

C. FRONT MATTER

1. Cover, Title Page and Disclaimer

The appropriate cover and title page with the information specified in Part I of this Appendix shall accompany each reproducible master.

2. Abstract

An abstract of 200 words or less shall appear in each report. The abstract shall summarize the major points of the report, including what investigations the report covers, and any findings, conclusions, and recommendations. For progress reports, concentrate on status of work to date. The preferred

location for the abstract is between the title page and the table of contents.

For conference proceedings, each paper shall include an abstract of 200 words or less. The abstract shall appear on the first text page of each paper between the title and the text.

3. Guides for Preparing an Abstract

The abstract is a condensed version of the document and should summarize or highlight the major points. It should never exceed one paragraph or 200 words, and should provide a review of the contents of the work in abbreviated form.

The abstract should state what was investigated and give any conclusions reached. A review of the major and minor headings of the report and, in particular, the introduction and conclusion section can be useful in deciding what information to include. The first sentence of the abstract should state the subject of the report.

The writing should be concise; that is, words and ideas that are either repetitious or unnecessary should not be used. Care should be taken, however, to include the article (a, an, the) and transitional words (and, however, but) that are important to readability. The language should be concise, but the abstract should not read like a telegram.

4. Summary

Contractor reports (other than short summary reports) should include a 500- to 1,000-word summary of major findings conclusions and recommendations (if any) of the report. The summary should state the purpose and nature of the investigation, as well as provide a brief account of the procedures used. It should provide a concise overview for persons in management positions. Though more complete than an abstract, the summary should not contain a detailed description of the work on which the findings, conclusions and recommendations were based.

The summary may appear as a separate section between the abstract and the table of contents. It may also be the final section of the text. When it appears between the abstract and table of contents, it is treated as front matter. When it appears as the final section of text, it should be listed in the table of contents and treated as text matter.

5. Table of Contents and Page Numbers

A table of contents shall be provided if the report contains more than 25 pages of text. The table of contents shall list all

major sections of the text, including the front matter. It shall include chapter or section numbers, as well as the title of and page number for each. (See Exhibits 8 and 9 for sample tables of contents.) In reports made up of chapters or papers by different authors, the table of contents shall list the name of each author with the title of the chapter or the paper (see Exhibit 10, for example).

When proofreading the table of contents, insure that the page numbers and wording of chapter and section titles are identical with those in the text.

6. List of Figures

A separate page listing figures shall be included when there are five or more figures in the report. The figure numbers and captions shall correspond to those in the text. Such a list is unnecessary for conference proceedings or symposium compilations.

7. List of Tables

A separate page listing tables shall be included if there are five or more tables in the report. The table numbers and titles shall correspond to those in the text. Such a list is unnecessary for conference proceedings or symposium compilations.

8. Preface (Optional)

The preface is the author's statement about the purpose, background, or scope of the work. It can also contain acknowledgments of help received during the course of the work, if the acknowledgments do not run over several paragraphs. The preface can also cite permission obtained for use of previously published work. The author's name shall appear at the end of the preface with his title, affiliation, and the date.

9. Acknowledgments

Unless they are more than one page long, acknowledgments shall appear in the preface.

Acknowledgments, if extensive, shall follow the preface on a separate page and carry a small Roman page number.

10. Previous Reports in Series

If the report under preparation is one in an ongoing series, list all previous reports in the series. Include report number and issuance dates.

Exhibit 8

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List of Tables. right roman

Preface right roman

Acknowledgments right roman

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II. Abbreviations and Symbols

When the abbreviations and symbols used in the report are numerous, and when there is a possibility they will not be understood by the intended audience, include a separate section for them. The list, labeled as such, shall appear as the last item of the front matter on a new right-hand page.

D. TEXT

1. Title of Report

The title of the report shall be repeated on the first page of text. It shall be centered at the top of the page, like a chapter or section title.

2. Introduction (Optional)

Not every report needs an introduction. Where background information essential to an understanding of the text is necessary, include an introduction. Otherwise, background information shall be included in the preface.

The introduction follows the preface (or acknowledgments), beginning on a new page. As the first text page, it shall be unnumbered but considered as page number 1. If there is no introduction, begin the report with the first major text heading, after repeating the report title.

3. Paper

Plain, white, bond paper shall be used. Company letterhead is not acceptable.

4. Typing Instructions

Paragraphs shall be single spaced and typed flush left in block style (no paragraph indentations). Double space between paragraphs, triple space before headings, and double space after headings.

5. Image Area

The image areas for typing shall be 6 x 8-1/2 in.

6. Page Numbering

Pages shall be numbered consecutively throughout, with small Roman numerals for all front matter and Arabic numerals for all text and back matter. The report will be printed on both sides of the paper; therefore, all left-hand pages must carry even numbers, and all right-hand pages, odd numbers.

New chapters may begin on a new page; either a left- or right-hand page. Page numbers shall be centered one-half inch above the bottom of the typing guide. Guidelines for numbering pages containing figures or tables are found in a later section on Graphic and Tabular Matter.

7. Photocopied Text

Pages reproduced by photocopying machines are not acceptable as camera-ready material. Photographically reproduced pages (using photographic print paper) are acceptable.

8. Footnotes

Footnotes in the body of the report shall be used only for explanatory material not extensive enough to comprise an appendix.

Notes citing references to literature used in the preparation of the report shall appear as part of the references (see item G, below).

Footnotes shall appear at the bottom of the text page between the last line of text and the page number; that is, the last line of the footnote shall be on the bottom line of the 6 x 8-1/2 in. typing guide. A double space shall appear between the last line of text and the first line of the footnote. A 20-space line shall appear above the first footnote.

Single, double or triple asterisks or daggers shall be used to mark footnotes in the text and at the bottom of the page.

E. BACK MATTER

I. References

- a. Format. Citations of source documents in technical and research reports shall be numbered consecutively in the order in which they appear in the text and collected in a reference section. For short reports (20 pages or less), the reference section shall appear at the end of the report directly following the text. For long reports, reference sections shall appear at the end of each chapter or major section. In either case, reference sections are labeled as such and may begin at the end of the text or on a new page. For reports with more than one reference section, if a citation appears in separate chapters or sections, it shall be repeated in each appropriate reference section.

Multiple line citations shall be typed single space, with double spacing between citations.

The second and subsequent lines of an entry shall be typed flush with the same margin as the first line so that the reference number stands out. (See item G for guidelines on how to cite specific references.)

- b. Availability Requirement. The provisions of 10 CFR 2.740 and 10 CFR 9.4 require that written, reproducible material used as source material in NRC regulatory and technical documents produced by its contractors and subcontractors be readily available for inspection and copying or be documents ordinarily available from a public library. Accordingly, reference citations must be presented in a format recognizable by a librarian. Citations to information not available in the open literature shall state where the document can be purchased or copied. Give purchase price, if known (see item G for guidelines).
- c. Proprietary and Classified Documents. When nonproprietary or unclassified (or declassifiable) information contained in proprietary or classified documents must be used as source material, it should be (1) inserted in the body of the text or as a footnote to the text, (2) copied and placed in an appendix, or (3) abstracted and made available for inspection and copying for a fee at the NRC Public Document Room. If alternative (3) is chosen, the abstract should be referenced in the reference list in the appropriate sequence.

In some instances, reference to classified or proprietary documents cannot be avoided because those documents are the only source for the material. The documents are required, however, to be withheld from the public. Nevertheless the public must be made aware that such documents served as the bases for the material presented. Accordingly, proprietary documents and classified documents (omit the title if the title is classified) may be referenced when necessary. This type of reference should include a statement such as the following: This document is not publicly available because it contains proprietary (or national security) information.

2. Bibliography

Citations of other documents pertinent to the subject but not referenced in the text shall be listed in a bibliography. Bibliographic entries shall be arranged alphabetically by personal or corporate author name.

The bibliography, labeled as such, shall follow the last reference section in the text and begin on a new page, either right or left.

3. Appendix

The appendix shall comprise information supplemental to the report. The types of material to be placed in the appendix are (a) explanations too long for footnotes but helpful to the reader seeking further assistance or clarification, (b) passages from documents or laws that support or illustrate the text, or (c) long charts or tables.

The first appendix shall appear on the first right-hand page directly after the reference section or bibliography. Each additional appendix shall begin on a new page, either right or left. Each appendix shall be identified by a title and heading centered above the text.

4. Glossary

A glossary shall be included if the report contains many terms that will be unfamiliar to the intended audience. Terms shall be arranged alphabetically, with each new entry beginning on a new line. Definitions shall follow the term on the same line, dictionary style.

The glossary, labeled as such, shall appear directly after the appendix, beginning on a new page, either right or left.

5. Distribution List

The distribution list shall cite the NRC distribution category and any supplemental distribution the report is to receive. The supplemental recipients shall be listed by title and complete address, including Zip Code. It shall begin on a right-hand page.

F. GRAPHIC AND TABULAR MATTER

1. Tables

Each table shall have a number, in Arabic numerals, and a title. The table number and title shall be centered above the table. Tables shall be numbered sequentially throughout the text or double-numbered by chapter, such as 1.4, 5.6, etc.

Tables shall be referred to in the text by number rather than by direction ("Table 4" rather than "the above table"). When a table must be continued from one page to the next, the table number ("Table 3, Continued") and the column headings shall be repeated at the head of the new page.

Pages containing full-page tables shall be numbered in the same manner as regular text pages.

2. Figures

Each figure shall have a number, in Arabic numerals, and a title. The figure number and title shall be placed below the figure. Figures shall be numbered sequentially throughout the text or doubled-numbered by chapter, such as 1.4, 5.6, etc.

Figures shall be referred to in the text by number rather than by direction ("Figure 3" rather than "the figure below").

Pages containing full-page figures shall be numbered in the same manner as regular text pages.

3. Photographs

Only continuous-tone glossy black and white prints are acceptable. The following types are not acceptable: color prints and prescreened or half-tone prints or plates. All photographs shall be mounted and the title, number, and page number placed on the page. Photographs shall be considered as figures with respect to numbers and title.

4. Special Graphics

Special graphics include oversized engineering drawings and foldouts. Instructions for handling special graphics shall be provided for each document, where appropriate.

G. EXAMPLES OF REFERENCE CITATIONS

1. Correspondence

Letter from D. B. Blackman, Georgetown Municipal Utility, to R. A. Gilbert, NRC, Subject: Answers to NRC Questions on Docket 50-825, dated January 31, 1975. Available in NRC PDR for inspection and copying for a fee.

2. Internal Papers

Internal papers, such as technical notes and minutes of meetings should not be referenced unless they are already available in the NRC Public Document Room (PDR) or will be made available in the PDR prior to issuance of the report. For a technical note, list author (if any), title, and date, and state that it is "available in the NRC PDR for inspection and copying for a fee." The same format is applicable to minutes of meetings. Calculations and working papers should not be referenced. If the information in them is pertinent to the text of the report, it should be made part of the report as text, footnote, or appendix.

3. Personal Communications, Private Communications, Notes
Regarding Visits

References of the following type should not be used:

J. G. Facer, ERDA Grand Junction Office, personal communication to M. B. Sears, Oak Ridge National Laboratory, December 16, 1975.

Staff visit to the Exxon mine waste dump, Converse County Wyoming, April 12, 1972.

In both instances place these remarks directly in the text, since they do not represent any retrievable information.

4. Procedures Manuals

Procedures manuals should not be referred to unless they are normally available. The citation should give sufficient information to indicate where they can be obtained. If specific procedures are pertinent, they can be reiterated in the text without reference to documents.

5. Government Agency Printed Documents and Drafts that Have
Been Made Available to the Public for Comment

For draft reports:

U.S. Nuclear Regulatory Commission, "Draft Generic Environmental Statement on the Use of Recycle Plutonium in Mixed Oxide Fuel in Light Water Cooled Reactors," USNRC Report NUREG-0002, Vols. 1-5, April 1976. Available in NRC PDR for inspection and copying for a fee.

If specific pages are being referenced, insert volume and page numbers following the title; e.g., Vol. 4, pp. 10-20, 500-730.

For final reports:

U.S. Nuclear Regulatory Commission, "Final Generic Environmental Statement on the Use of Recycle Plutonium in Mixed Oxide Fuel in Light Water Cooled Reactors," USNRC Report NUREG-0002, Vols. 1-5, August 1976. Available for purchase from National Technical Information Service, Springfield, Virginia 22161.

R. O. Meyer, "The Analysis of Fuel Densification," USNRC Report NUREG-0085, p. 48, July 1976. Available for purchase from National Technical Information Service, Springfield, Virginia 22161.

6. NRC Contractor Reports and Reports Prepared on Interagency Agreements

M.A.M. Shinaishin, University of Arizona, "Dynamic Simulation of a Sodium-Cooled Fast Reactor Power Plant," p. 196, USNRC Report NUREG-0110, September 1976. Available for purchase from National Technical Information Service, Springfield, Virginia 22161.

G. L. Bordner and others, "Pretest Analysis SLSF In-Reactor Experiment 62," USNRC Accession No. 771090001, prepared for NRC by Argonne National Laboratory, October 1976. Available in NRC PDR for inspection and copying for a fee.

7. NRC Applicant Document

Exxon Nuclear Company, "Preliminary Safety Analysis Report," Vol. 3, p. 5.4-3, Nuclear Fuel Recovery and Recycling Center, Docket 50-564, April 1976. Available in NRC PDR for inspection and copying for a fee.

8. Project Documents

The format given in item G.7 for applicant documents may be used for project documents, with the docket number replaced by the project number.

9. Licensee Documents

The format given in item G.7 for applicant documents may be used for licensee documents, with the docket number or the license number.

10. Books

S. Glasstone, Sourcebook on Atomic Energy, p. 155, D. Van Nostrand Co., Inc. New York, 1974.

ii. Conference Papers

Unpublished conference papers should not be referenced. The information being used should be stated in the text and credit to the originator given in text or footnote. If the originator can supply a paper, it may be placed in an appendix and mentioned in the text.

Published conference papers should be referenced as follows:

J. L. Russell, "Potential Environmental Advantages from Partitioning of Radioactive Waste," p. 83 in Proceedings of

the Conference on the Management of Radioactive Waste: Waste Partitioning as an Alternative, USNRC Conference Report CONF-001, June 1976. Available for purchase from National Technical Information Service, Springfield, Virginia 22161.

12. Journal Articles, Magazine Articles, Newspaper Articles

S. D. Shearer and C. W. Still, "Evaluation of Atmospheric Radon in the Vicinity of Uranium Mill Tailings," Health Physics 17, 77-88 (1976). Available in public technical libraries.

"Why the Nuclear Power Race Worries the U.S.," p. 68, Business Week, August 23, 1976. Available in public libraries.

"Argentina Says It Has Atom Fuel To Triple Its Electrical Capacity," p. 5, The New York Times, August 31, 1976. Available in public libraries.

13. University Theses

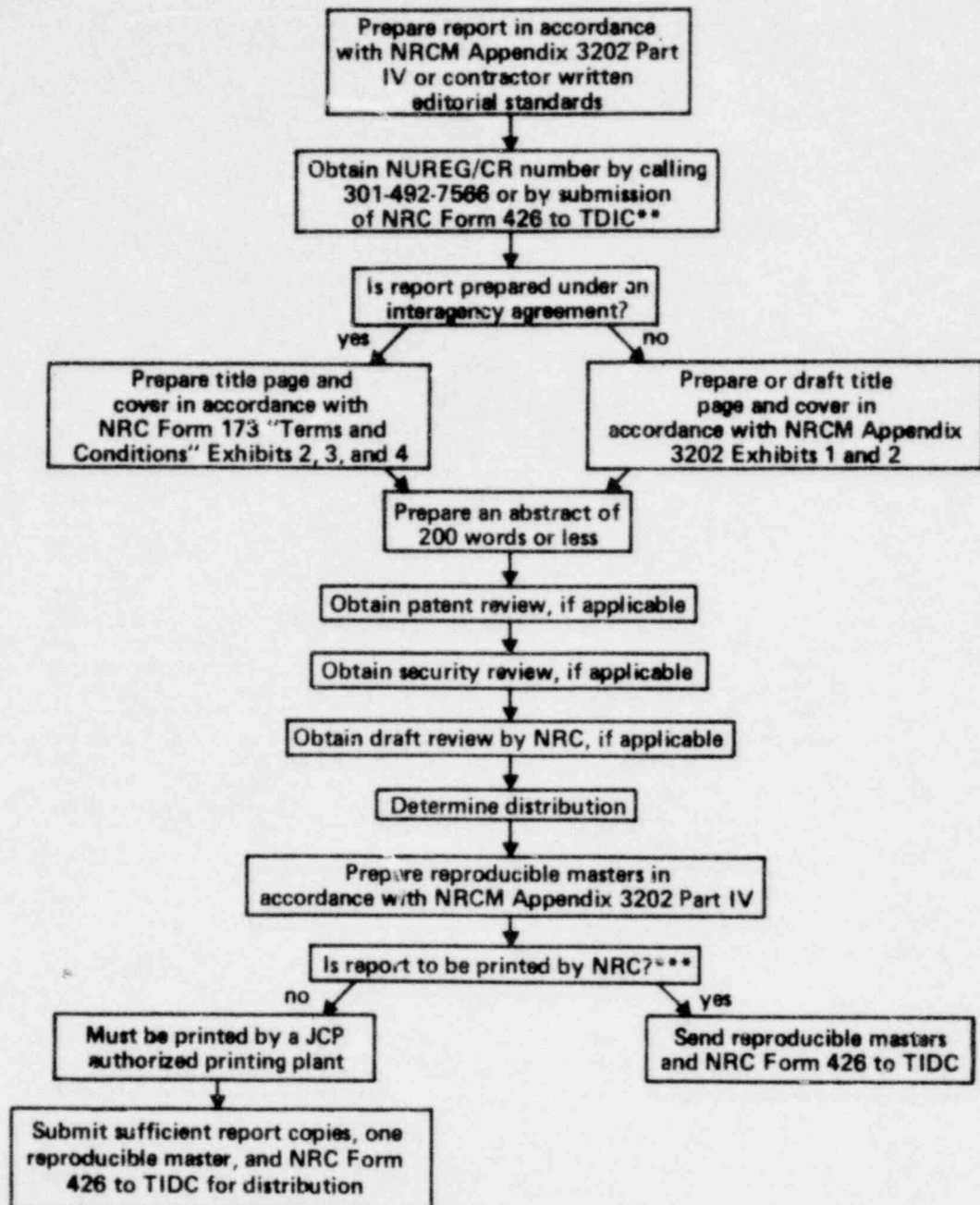
J. J. Jacobs, "Programming Language I for the Varian PLCU," Master's Thesis, p. 70, North Carolina University, 1971.

14. Codes and Standards

"American National Standard Requirements for Collection, Storage and Maintenance of Quality Assurance Records for Nuclear Power Plants," ANSI N45.2.9 1974. Available from American National Standards Institute, 1430 Broadway, New York, N.Y. 10018, Copyrighted.

"Draft American National Standard Requirements for Collection, Storage, and Maintenance of Quality Assurance Records for Nuclear Power Plants," ANSI N45.2.9, Rev. 1, Draft 1, February 1976. Available from The American Society of Mechanical Engineers, 345 East 47th Street, New York, N.Y. 10017.

Exhibit 11
U. S. Nuclear Regulatory Commission
PROCEDURES FOR PUBLICATION OF
FORMAL CONTRACTOR DOCUMENTS*



*See NRCM 3202 or NRC Form 173 "Terms and Conditions," item 12, for definition. Complete procedures (NRCM 3202) and forms may be obtained by calling 301-492-7566.

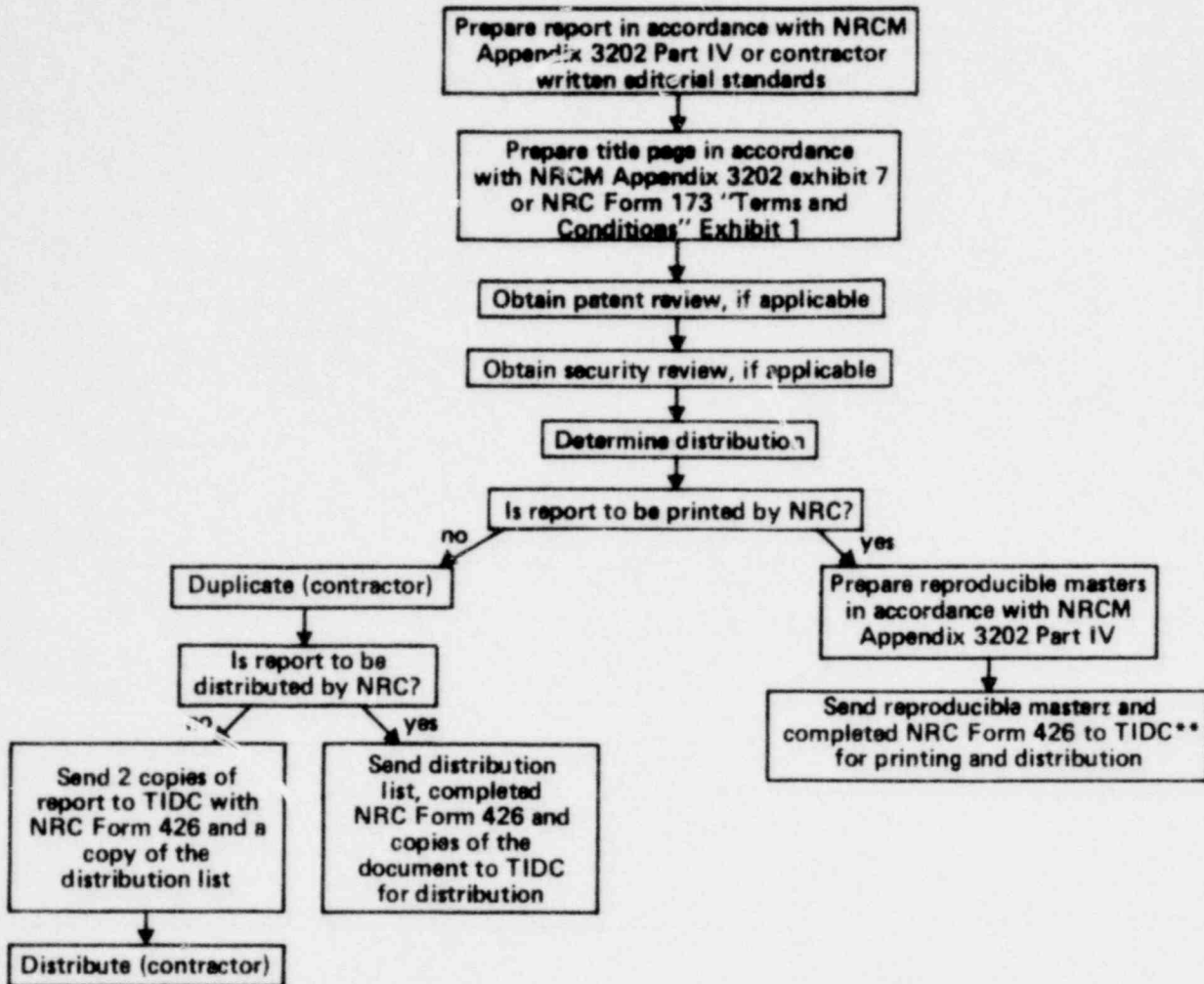
**Division of Technical Information and Document Control, Landow 212, U. S. Nuclear Regulatory Commission, Washington, D. C. 20555.

***If DOE contractor, see NRC Form 173 "Terms and Conditions," item 12, for printing authorizations. If not DOE contractor or other government agency, printing must be done by NRC.

Contact: 1. NRC Technical Monitor for contract or Standard Order for Work.

2. Division of Technical Information and Document Control, Telephone 301-492-7566.

U. S. Nuclear Regulatory Commission
PROCEDURES FOR ISSUANCE OF
INTERIM CONTRACTOR REPORTS*



*Send NRCM 3202 or NRC Form 173 "Terms and Conditions," item 12, for definition. Complete procedures (NRCM 3202) and forms may be obtained by calling 301-492-7566.

**Division of Technical Information and Document Control, Landow 212, U. S. Nuclear Regulatory Commission, Washington, D. C. 20555.

Contact: 1. NRC Technical Monitor for contract or Standard Order for Work.

2. Division of Technical Information and Document Control, Telephone 301-492-7566.

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