

1. CONTRACT (Proc. Inv. Ident. No.) NRC-02-80-066		2. EFFECTIVE DATE JUN 30 1980		3. REQUISITION/PURCHASE REQUEST/PROJECT NO. NMS-80-066		4. CERTIFIED FOR NATIONAL DEFENSE UNDER BOSA REG. 2 AND/OR DMS REG. 1. RATING:	
5. AWARD BY US Nuclear Regulatory Commission Division of Contracts, SPS Washington, DC 20555				6. ADMINISTERED BY (If other than block 5)		7. DELIVERY FOB DESTINATION <input type="checkbox"/> OTHER (See below)	

8. CONTRACTOR NAME AND ADDRESS (Street, city, county, State, and ZIP code): Council of State Governments Midwestern Office 203 North Wabash Avenue Suite 1200 Chicago, Illinois 60601		9. DISCOUNT FOR PROMPT PAYMENT N/A	
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11. SHIP TO/MARK FOR US Nuclear Regulatory Commission ATTN: Robert MacDougall Division of Waste Management Washington, DC 20555		12. PAYMENT WILL BE MADE BY US Nuclear Regulatory Commission Office of the Controller Washington, DC 20555	
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13. THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a) (1) 41 U.S.C. 252 (c) (3)

14. ACCOUNTING AND APPROPRIATION DATA
 B&R No.: 50-19-03-02 FIN No.: B-6982-0 \$9,805.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Workshop on Low-Level Waste Licensing Rule				\$9,805.00

21. TOTAL AMOUNT OF CONTRACT \$ 9,805.00
 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 3 copies to signing 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, as 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 Virginia D. Thrall (Signature of person authorized to sign)		27. UNITED STATES OF AMERICA BY Joyce Perlman (Signature of Contracting Officer)	
24. NAME AND TITLE OF SIGNER (Type or print) Virginia D. Thrall Assistant Director		28. NAME OF CONTRACTING OFFICER (Type or print) JOYCE PERLMAN	
25. DATE SIGNED 6/20/80		29. DATE SIGNED 7/1/80	

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ARTICLE I - STATEMENT OF WORK

The Contractor shall conduct a workshop on ~~June 26-27, 1980~~ *July 17-18, 1980* in Chicago, Illinois, in accordance with the attached statement of work.

ARTICLE II - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall commence on the date of execution of the contract and all work shall be completed one-hundred-five (105) days from the date of the award.

ARTICLE III - CONSIDERATION

The Contractor shall be paid the firm fixed price of \$3,805.00 for all expenses associated with the workshop with the exception of travel expenses. Reimbursement of individuals (not to exceed 16 people) for travel expenses estimated in the amount of \$6,000.00, shall be paid in accordance with NRC regulations stated below:

- a. Cost of air travel by most direct route. "Air Coach" or "Air Tourist" accommodations constitutes the normal class of air travel which shall be utilized. First-class accommodations may be used if (1) less than first-class is not available providing reservation was requested within 24 hours after the traveler had knowledge of the trip; (2) less than first-class requires circuitous routing; (3) less than first-class requires travel to begin or end at unreasonable hours (i.e., if scheduled flight time is before 8:00 AM and scheduled arrival is after 9:00 PM); (4) less than first-class would result in additional direct costs which offset the transportation savings; (5) less than first-class will not make connections with other flights or transportation for continuation of the journey which greatly increases the duration of the flight; or (6) less than first-class would offer accommodations which are not reasonably adequate for the physical or medical needs of the traveler.
- b. Cost of rail travel by most direct route; first-class with lower berth or nearest equivalent.
- c. Travel by motor vehicle including rented automobile shall be reimbursed on a reasonable actual expense basis at the Contractor's option or a mileage basis of \$.20 per mile plus any toll or ferry charges.
- d. Private vehicle mileage shall be reimbursed at \$.20 per mile.
- e. Per diem not to exceed \$50.00 per day.
- f. Receipts are required for common carrier transportation, lodging, and miscellaneous for any one item in excess of \$15.00.

ARTICLE IV - OBLIGATIONS

The amount presently obligated by the NRC with respect to this contract is \$9,805.00.

ARTICLE V - PAYMENT

Pursuant to Article 2 of the General Provisions entitled "Payment," partial payments are hereby authorized and shall be made as follows, upon submission by the contractor of voucher(s) in a form satisfactory to the Contracting Officer, provided, however, that said payment(s) shall not be deemed to prejudice any rights which the Government may have by law or under other provisions of this contract:

- a. The first installment, not to exceed \$6,000.00, shall be made only for reimbursement of actual expenses of meeting participants invited by the Contractor to the meeting described in the attached statement of work.
- b. The final payment of \$3,805.00 for the remainder of the contract obligation shall be made as soon as practicable after completion and acceptance of all work.

ARTICLE VI - SPECIAL PROVISIONSVI.1 PROJECT OFFICER

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

The Project Officer is responsible for:

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

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

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

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

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

VI.2 KEY PERSONNEL

For the purpose of Clause 26 of the General Provisions, Ms. Virginia L. Thrall is identified as being essential to the work being performed hereunder.

VI.3 INSPECTION AND ACCEPTANCE

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

VI.4 DISSEMINATION OF CONTRACT INFORMATION

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

ARTICLE VII - GENERAL PROVISIONS

This contract is subject to the Fixed Price Research and Development Contracts under \$10,000 General Provisions dated November 14, 1977 which incorporated the FPR Changes and Additions and NRC Additions, attached hereto and made a part hereof as Attachment 3.

Clause 14 - "Patent Rights" is deleted in its entirety.

ARTICLE VIII - ATTACHMENTS

The following documents are attached hereto and incorporated herein by reference:

1. Statement of Work
2. Special Requirements
3. General Provisions, Fixed Price Research and Development Contracts Under \$10,000, dated November 14, 1977
4. NRC-3202 - "Publication of Unclassified Regulatory and Technical Documents Prepared Under or Pursuant to Interagency Agreements"

WORKSHOP ON LOW-LEVEL WASTE MANAGEMENT LICENSING RULE

MIDWESTERN OFFICE OF THE COUNCIL OF STATE GOVERNMENTS

B&R: 50-19-03-02

FIN: B-6982-0

1.0 Background

The U.S. Nuclear Regulatory Commission (NRC) is developing a regulation, 10CFR61, that will set forth our licensing procedures, performance objectives, and technical criteria for land disposal of low-level radioactive wastes.

As it is now organized, the rule will consist of several procedural sections, including a subpart on state government participation in NRC licensing, several sections setting forth license conditions and requirements for recordkeeping and inspection and enforcement, a section on technical requirements, and concluding sections establishing requirements for physical security, waste processors, and the disposal of low-activity bulk solid wastes.

2.0 Work Required

Within 45 days after award of this contract, the contractor will host and conduct a workshop composed of a sufficient number of state, industry and public interest group members to examine the merits of and concerns arising from the draft version of 10CFR61. The workshop will be held in Chicago, Illinois. In addition, the contractor will provide meeting space, administrative and secretarial services, as well as room, board, and travel reimbursement for the participants as required. The contractor shall arrange for a representative group consisting of Governors' energy policy staff, state radiation health program officials, legislators, and other appropriate representatives of the states as well as industry and public interest groups.

An invitation must be sent to a representative of the Agreement State Program in each Agreement State within the region, and to the State liaison officer for each State within the region. A list is attached.

The contractor shall prepare and submit to NRC a report that summarizes the consensus, and identifies significant unresolved views of the participants on as many topics and issues as the participants may wish to address regarding NRC's 10CFR61 regulation, but specifically including selected issues from the three categories below. A list of specific topics and issues shall be provided to the participants at least two weeks prior to the meeting along with a copy of 10CFR61. The list of topics and issues shall be prepared in consultation with the NRC project manager. To the extent the participants desire and are able to provide additional detailed comments (e.g., a marked-up draft of 10CFR61), such comments shall also be included as attachments to the report.

Following submission of the report to NRC, the contractor shall submit the report to the Executive Committee of the Midwestern Conference of the Council of State Governments, and to the Midwestern Governor's Conference, for the purpose of ascertaining whether the report, in the view of these bodies, adequately reflects the views of the States in the region.

Category I - Institutional Arrangements (Land Ownership, Post-Operational Surveillance and Monitoring, Financial)

Background

Although present law is silent on burial site ownership, existing regulations require federal or state ownership of land used for LLW disposal. The

draft of proposed 10CFR61 would require federal or state ownership of land with provision for the transfer of state-owned land to the federal government at site closure. Authorizing legislation would be required to give states this option to transfer. Under both existing and draft proposed regulations, private land ownership of the site would be prohibited; government ownership is required to assure long-term control, surveillance, and monitoring of the site. The draft Part 61 provides for a maximum of 100 years upon which such controls can be relied upon after site closure; and with respect to financial assurance, an applicant would be required to provide sufficient financial information to:

- demonstrate the financial qualifications of the applicant to carry out in accordance with Part 61 the activities for which a license is sought;
- provide assurance that adequate funds will be available to carry out decommissioning and closure of the site; and
- collect a fund sufficient to cover 100 years of post-operational surveillance and monitoring.

Issues

1. Who should own land used for disposal of LLW? (federal government, state government, local government, private) Why?
2. What are the instances where private land ownership would be acceptable?
3. If the land is owned by an organization other than the federal government, should there be provision for federal government assumption of land ownership at site closure? Why or why not? Would it be useful for the states to have an amendment to federal law giving them an option to retain ownership after closure or transfer ownership to the federal government? Why or why not?

4. Who should assume and carry out responsibilities for decommissioning, final closure, and stabilization? Post-operational surveillance and monitoring? Post-operational care and corrective actions? Why?
5. How long and to what extent can institutional controls be relied upon to keep people from inadvertently intruding into the disposal site; to monitor and assess site performance; and to carry out site surveillance and monitoring activities (e.g., 100 years? 200 years?) What is the rationale for the interval chosen?
6. Are the proposed requirements for financial assurance adequate? What changes should be considered and why? Should there be a standard, specified method of calculating these costs? If so, what is the rationale?

Category II - Organizational Relationships (State, Federal, Industry, Public)

Background

Subpart C of draft 10CFR61 contains requirements for informing states about applications submitted to NRC and state participation in the licensing process. This subpart also contains provisions for NRC technical assistance to Agreement States regarding LLW disposal.

Issues

1. Should the provisions for state participation be left in general terms, or should they be refined to specify how and when states would be involved? How can states most effectively participate in the licensing process including development of environmental impact statements and other analyses and assessments? Should states be required to participate?

If not, how can they best be encouraged to participate early in the process? Should they be so encouraged? How can NRC minimize the likelihood that a state might enter the process in its final stages, possibly bringing disruption and delay?

2. Are the provisions for technical assistance to Agreement States adequate? What changes should be considered?
3. Should NRC have a statutory mandate to require uniformity in the regulations and procedures used by NRC and the Agreement States in licensing LLW disposal sites? Why or why not? Should Agreement States have to assure compliance with minimum federal standards? Should they adopt standard environmental review procedures? Why or why not?
4. Should there be federal funding and/or technical assistance to non-Agreement States to help them with the organizational and institutional aspects of LLW disposal, including participation in the NRC licensing process and the development of plans for site closure, stabilization, and/or post-operational monitoring? Why or why not? Should states have federal funding and/or technical assistance for activities related to the development of additional disposal capacity, such as site selection? Why or why not?
5. What is the appropriate geographical scope of the "region of interest" to be considered in a site selection process?

Category III - Technical Considerations

Background

Section 61.94 sets out the performance objectives to be achieved in the disposal of LLW. The objectives include provisions to protect the general population and maximally exposed individuals, and to eliminate the need for active ongoing site maintenance after site closure. The recent temporary closure of burial sites and curtailment in disposal capacity has further highlighted the need for disposal sites with the capability to handle the wide spectrum of LLW. Of particular interest is the need for a "de-minimus" level at which waste would not be considered radioactive waste for disposal purposes.

Issues

1. What are the appropriate performance objectives for the LLW disposal rulemaking? Are any of the objectives now in the draft unnecessary, or should any be added? Why?
2. What "de-minimus" level is appropriate? Where and how should this level be set, and what is the rationale for setting it there? Should NRC establish "de-minimus" levels for LLW below which NRC would not regulate disposal?
3. How should guidance on the kinds of wastes that should be disposed of in certain types of facilities be implemented by rulemaking? To what extent should NRC consider potential future intrusion and reclamation in developing this guidance?

4. What considerations of non-radiological hazards in LLW disposal are appropriate in the rulemaking? How would this provision of the rulemaking relate to other federal rulemakings for non-radiological hazardous wastes? Should there be joint siting of hazardous waste and LLW facilities?
5. In what areas should NRC provide specific guidance in the form of regulatory guides for LLW? What level of specificity in the requirements should be incorporated in the regulation, and what level of specificity should be incorporated in the guidance, if any?
6. Are the criteria for the waste form appropriate? What criteria should be added, and why? What should be deleted, and why?
7. Should specific elements of site characterization be set forth in the regulation? In the guidance? Why or why not?
8. How inclusive should be the requirements for solidification of liquid wastes? Should there be exemptions for small generators? Why or why not? If so, how should such exemptions be provided?
9. Should a maximum leach rate requirement be established in the rulemaking? Why or why not?
10. Should there be a minimum requirement for volume reduction? Why or why not? If such reduction should be required, to what extent should it be required?

3.0 Final Reports

within 10 days after the conclusion of the meeting described in 2.0 above, the contractor will provide the NRC project manager 12 copies of the report

summarizing the major concerns and points of consensus and disagreement among the participants in the discussion group, specifically including responses to issues identified in consultation with the project manager. In addition, the contractor will ascertain the position of the Executive Committee of the Midwestern Conference of the Council of State Governments, and the Midwestern Governors Conference, as to whether they concur with the consensus views of the participants in the group as expressed in the letter report. In a second letter report, the contractor will provide information on the views of these bodies, including any changes in the discussion group letter report to reflect their positions. 12 copies of the second letter report on the position of these bodies on 10CFR61 will be due to the project manager within 60 days of the conclusion of the meeting described in 2.0 above.

3.1 Meetings

The contractor will host two full days of participant discussion at a meeting in Chicago, Illinois.

4.0 NRC-Furnished Material

The NRC project manager will provide copies of the November 5, 1979, draft of 10CFR61 and other appropriate informational materials to the contractor at least two weeks in advance of the meeting for distribution to the discussion group participants. It is also anticipated that NRC staff involved in the development of the draft rule will be made available to brief discussion group participants at the meeting and will remain available during the discussion for assistance at the request of the participants.

5.0 Period of Performance

The work described above shall be completed with all reports submitted in satisfactory form to NRC within 105 days after the award of the contract.

6.0 Key Personnel

Ms. Virginia Thrall is considered essential to the performance of the above described work by the contractor.

Special Requirements
Additional Special Contract Provisions Desired By NMSS

Reporting Requirements

Monthly Letter Report

Each month, the contractor shall submit 3 copies of a brief letter report which summarizes: (1) the work performed during the previous month; (2) personnel time expenditures during the previous month; and (3) costs: (i) current period, (ii) cumulative to date, and (iii) cost projection by month to completion of the work effort. (The first monthly report shall provide the initial cost projection and subsequent reports shall either provide revised projections or indicate "no change in the cost projection.") The reports shall be due by the 15th of each month with distribution as follows:

Contracting Officer's Authorized Representative (1 cy)
Office of the Director, NMSS (ATTN: Program Support) (1 cy)
Mrs. Joyce Perlman, Contracting Officer (1 cy)

Task Reports and Final Reports

For task and final reports prepared under the provisions of this contract, the format shall be in accordance with the provisions as stated in NRC Manual Appendix 3202 for either "Formal Contractor Documents" or "Interim Contractor Documents" as appropriate.

Responsibilities of the Contracting Officers Authorized Representative (COAR)

The authorized representative is responsible for: (1) Monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the statement of work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contractor in the resolution of technical problems encountered during performance. Within the purview of this authority, the representative is authorized to approve payment vouchers for supplies/services required under the contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

For guidance from the authorized representative to the Contractor to be valid, it must: (1) be consistent with the description of work set forth in this contract; (2) not constitute new assignment of work or change to the established terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period

of performance or contract delivery schedule; (4) not constitute a basis for any increase in the contract price.

If the Contractor receives guidance from the COAR which the Contractor feels is not valid under the criteria cited above, the Contractor shall immediately notify the COAR. If the COAR and the Contractor are not able to resolve the question within 5 days, the Contractor shall notify the Contracting Officer.

Security

(The following paragraph shall apply for contracts which DO NOT involve classified information.)

- (a) It is mutually expected that the activities under this contract will not involve Restricted Data, or other classified information or material. It is understood, however, that if in the opinion of either party this expectation changes prior to the expiration or termination of all activities under this project, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all Restricted Data and other classified information and material, in accordance with applicable law and requirements of the Commission, and shall promptly inform the Commission in writing if and when Restricted Data or other classified information or material becomes involved. If Restricted Data or other classified information becomes involved, or in the mutual judgement of the parties it appears likely that Restricted Data or other classified information or material may become involved, the contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The contractor shall not permit any individual to have access to Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements.
- (c) The term "Restricted Data" as used in this article means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

Security

(The following paragraph shall apply for the contracts which DO involve classified information.)

- a. Contractor's duty to safeguard Restricted Data, Formerly Restricted Data, and other classified information. The contractor shall, in accordance with the Nuclear Regulatory Commission's security regulations

and requirements, be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other classified information and protecting against sabotage, espionage, loss and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this agreement. Except as otherwise expressly provided in this agreement, the contractor shall, upon completion or termination of the agreement, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this agreement. If retention by the contractor of any classified matter is required after the completion or termination of the agreement and such retention is approved by the Contracting Officer the contractor will complete a certificate of possession to be furnished to the Nuclear Regulatory Commission specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention is approved by the Contracting Officer, the security provisions of the agreement will continue to be applicable to the matter retained.

- b. Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission.
- c. Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 112 of the Atomic Energy Act of 1954, as amended.
- d. Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means all data removed from the Restricted Data category under Section 112 of the Atomic Energy Act of 1954, as amended.
- e. Security clearance of personnel. The contractor shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is permitted.
- f. Confidentiality. The contractor shall not disclose or permit disclosure of Restricted Data, Formerly Restricted Data, or other classified information relating to the work of the Commission to any person not entitled to receive it, nor shall the contractor permit any Restricted Data, Formerly Restricted Data, or other classified matter that may come to the contractor's control in connection with the performance of this agreement, to be subject to the contractor, its agents,

employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 974; and Executive Order 11652.)

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

Classification

(The following paragraph shall apply for those contracts which DO involve classified information)

" To the extent that the performance of work under this order involves classified information, the following clause is applicable. In performance of the work under this contract, the Contractor shall assign interim classification levels to all documents, material, and equipment originated or generated by the Contractor in accordance with classification guidance furnished to the Contractor by the NRC Contracting Office Representative. Each subcontract and purchase order issued hereunder involving the generation of classified documents, material, or equipment, shall include a provision to the effect that in the performance of such subcontract or purchase order the subcontractor or supplier shall assign interim classification levels to all such documents, material and equipment in accordance with classification guidance furnished by the Contractor. The Contractor shall in turn submit all documents, material and equipment generated under the Contract to the Office responsible for the contract (in this case NMSS for final classification determination. It is the responsibility of the Office originating the contract to ensure that proper classification is assigned by an Authorized Classifier.

Private Use of Contract Information and Data

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, information and other data developed or acquired by or furnished to the contractor in the performance of this contract, shall be used only in connection with the work under this contract.

Protection of Proprietary and Company Confidential Information

(This paragraph shall apply when appropriate.)

If proprietary or company confidential data is provided to the contractor by the Commission in connection with this contract, the contractor agrees to safeguard such information and agrees not to release such information to any person not directly involved in the

performance of work under this contract unless such release is authorized in writing by the Contracting Officer. Upon completion or termination of this contract, all copies of any such proprietary or company confidential data shall be returned to the Commission.

Work for Others

Notwithstanding any other provision of the contract, during the term of the contract, the Contractor agrees to forgo entering into consulting, or other contractual arrangements with any firm or organization, the result of which may give rise to any actual or apparent conflict of interest with respect to the work being performed under the contract. The Contractor shall insure that all employees designated as key personnel if any, under the contract abide by the provision 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.

Subcontracts

The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which exceeds 5 percent of the total estimated cost of this contract.

Disclaimer

The following notice shall be added to any report prepared under the provisions of this contract. "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."

Dissemination of Contract Information

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

Security Requirements Associated With Subcontracting Arrangements

Prime Contractors who desire to have subcontractors perform work associated with contracts/agreements that involve classified material must obtain prior written approval from the NRC Division's of Contracts and Security before allowing subcontractors to have access to classified material. Furthermore, the prime contractor shall be responsible for all facets of security administration during the life of the contract/agreement and shall be the only authorized conduit for this information.