

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 350)

RATING

PAGE OF PAGES

2. CONTRACT (Proc. Inv. Ident.) NO.

NRC-02-90-002

3. EFFECTIVE DATE

7/31/90

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

RS-NMS-90-002

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than item 5)

CODE

U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Neg. Branch No. 1, P-1020
Washington, DC 20555

U.S. Nuclear Regulatory Commission
Div. of Contracts & Property Mgmt.
Contract Administration Branch No. P-902
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and ZIP Code)

Science Applications International Corporation
1710 Goodridge Drive
McLean, VA 22101

8. DELIVERY

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

NET

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

6.

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

See Section F.5

U.S. Nuclear Regulatory Commission
Division of Accounting & Finance; GOV/COM
Accounts Section, Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c)(1)

41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA
B&R 050-19-31-020; APPN: 31X0200.050
FIN L1290-0; Obligated: \$201,037

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The U.S. Nuclear Regulatory Commission hereby accepts Science Applications International Corporation's technical proposal dated February 6, 1990, as revised on June 4, 1990, and as further revised on July 10, 1990, all of which are incorporated herein by this reference and made a part of this contract, to perform the work in accordance with Solicitation No. RS-NMS-90-002 which is attached herein and made a part of this contract. This cost-plus-fixed-fee contract is completed as follows: (Continued on next page)

15G. TOTAL AMOUNT OF CONTRACT **\$ 201,037.00**

16. TABLE OF CONTENTS

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return TWO 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, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. 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.

19A. NAME AND TITLE OF SIGNER (Type or print)

Sally Bryan-Prell, Contracts Manager
Energy Systems Group

20A. NAME OF CONTRACTING OFFICER

Elois J. Wiggins

19B. NAME OF CONTRACTOR

BY Sally Bryan-Prell
(Signature of person authorized to sign)

19C. DATE SIGNED

September 26, 1990

20B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

20C. DATE SIGNED

1. Section B.3, "CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE" is deleted in its entirety and the following new Section B.3 is substituted in lieu thereof:

"B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE (JUNE 1988)
ALTERNATE I (JUNE 1988)

a. The total estimated cost to the Government for full performance of Tasks 1, 2a, 3 and 4 of this contract is \$201,037.00, of which the sum of \$186,145.00 represents the total estimated reimbursable costs, and of which \$14,892.00 represents the fixed fee.

b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of Tasks 1, 2a, 3 and 4 of this contract and the actual cost for performance of that work.

c. The amount presently obligated by the Government with respect to this contract is \$201,037.00.

d. It is estimated that the amount currently allotted will cover performance of Tasks 1, 2a, 3 and 4 of this contract.

(End of Clause)"

2. Section F.5, "PLACE OF DELIVERY," is completed as follows:

"a. Project Officer (Number of copies as specified in Section C)

U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Medical and Commercial Use Safety Branch, INMS
Attn: Josephine Piccone, Mail Stop: 6H3
Washington, DC 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-02-90-002
Division of Contracts and Property Management
Contract Administration Branch, Mail Stop P-902
Washington, DC 20555"

3. Under Section F.6, "DURATION OF CONTRACT PERIOD," the first sentence is completed as follows:

"This contract shall commence on the effective date and shall expire twelve months thereafter."

4. Paragraph a. under Section G.1 - INDIRECT COST RATES is completed as follows:

"a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs, during the duration of this contract period, as follows:

Fringe Benefits	39.5% of direct labor
Overhead (On-Site at SAIC Facilities)	82.6% of direct labor
General and Administrative Expense	10.0% of total cost"

5. Paragraph a. under Section G.2 - PROJECT OFFICER AUTHORITY is completed as follows:

"a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: Josephine Piccone
Address: U.S. Nuclear Regulatory Commission
Office of Nuclear Material Safety and Safeguards
Division of Industrial and Medical Nuclear Safety
Medical and Commercial Use Safety Branch
Washington, DC 20555
Telephone Number: (301) 492-0571"

6. Paragraph a. under Section G.3 - TRAVEL REIMBURSEMENT is completed to read as follows:

"a. Total expenditure for domestic travel shall not exceed \$12,994.00 without the prior approval of the Contracting Officer."

Also, Paragraph c. under Section G.3 - TRAVEL REIMBURSEMENT is deleted in its entirety and the following Paragraph c. is substituted in lieu thereof:

"c. The Contractor shall be reimbursed for travel related expenses in accordance with FAR 31.205-46 -- TRAVEL COSTS and the Contractor's Employee Business Expense Policy."

7. Section G.4 - REMITTANCE ADDRESS is completed as follows:

"Address: Science Applications International Corporation
P.O. Box 64115
Baltimore, MD 21264"

8. Paragraph a. under Section H.1 - KEY PERSONNEL is completed to read as follows:

"a. The following individuals are considered to be essential to the successful performance of the work hereunder:

Irwin J. Lefman
Mr. Coleman Rosen
Dr. Richard Cumberlin

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof."

9. Section H.5 - ORGANIZATIONAL CONFLICTS OF INTEREST (OMB CLEARANCE NUMBER 3150-0112) (JUNE 1988) is deleted in its entirety and the following new Section H.5 is inserted in lieu thereof:

"H.5 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) 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 a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest as defined in 41 CFR §20-1.5402(a).

(2) The contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(e) Access to and use of information.

(1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR §20-1.5411.

(End of Clause)"

10. Under Section I - CONTRACT CLAUSES, the following by-reference clauses are DELETED in their entirety:

"52.215-2 APR 1988 AUDIT--NEGOTIATED
52.219-8 JUN 1985 UTILIZATION OF SMALL BUSINESS
CONCERNS AND SMALL DISADVANTAGED
BUSINESS CONCERNS
52.219-9 AUG 1989 SMALL BUSINESS AND SMALL
DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN"

The following new by-reference clauses are SUBSTITUTED in lieu of the above deleted by-reference clauses and are hereby made a part of this contract:

"52.215-2 DEC 1989 AUDIT--NEGOTIATED
52.219-8 FEB 1990 UTILIZATION OF SMALL BUSINESS
CONCERNS AND SMALL DISADVANTAGED
BUSINESS CONCERNS
52.219-9 FEB 1990 SMALL BUSINESS AND SMALL
DISADVANTAGED BUSINESS
SUBCONTRACTING PLAN"

11. Under Section I - CONTRACT CLAUSES, the following by-reference clauses are hereby added and made a part of the contract:

"52.215-22 APR 1988 PRICE REDUCTION FOR DEFECTIVE
COST OR PRICING DATA
52.215-24 APR 1985 SUBCONTRACTOR COST OR PRICING DATA
52.230-3 SEP 1987 COST ACCOUNTING STANDARDS
52.230-4 SEP 1987 ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.230-5 SEP 1987 DISCLOSURE AND CONSISTENCY OF COST
ACCOUNTING PRACTICES"

12. Under Section I - CONTRACT CLAUSES, the following full-text clauses are DELETED in their entirety:

"52.222-2 APR 1984 PAYMENT FOR OVERTIME PREMIUMS
52.223-6 MAR 1989 DRUG-FREE WORKPLACE"

The following new full-text clauses are SUBSTITUTED in lieu of the above deleted full-text clauses and are hereby made a part of this contract:

"52.222-2 JUL 1990 PAYMENT FOR OVERTIME PREMIUMS
52.223-6 JUL 1990 DRUG-FREE WORKPLACE"

13. Under Section I - CONTRACT CLAUSES, the following full-text clause is hereby added and made a part of the contract:

"52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JAN 1990)

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- (c) The making of any Federal loan.
- (d) The entering into of any cooperative agreement.
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

(a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

(b) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(c) A special Government employee, as defined in section 202, title 18, United States Code.

(d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or

will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those activities expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable.

Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical

expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Disclosure.

(A) The Contractor who requests or receives from an agency a Federal Contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(B) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(C) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.

(D) All subcontractor disclosure forms (but not certification) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(iv) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(v) Penalties.

(A) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(B) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(vi) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)"

14. All other terms and conditions remain unchanged.

SOLICITATION, OFFER AND AWARD

Page 1

1. This contract is a rated order under DPAS(15 CFR 350) RATING:

2. CONTRACT NO.	3. SOLICITATION NO. RS-NMS-90-002	4. TYPE OF SOLICITATION () SEALED BID (IFB) (X) NEGOTIATED (RFP)
5. DATE ISSUED December 22, 1989	6. REQUISITION/PURCHASE REQ. NO. NMS-90-002	
7. ISSUED BY CODE U.S. Nuclear Regulatory Commission Div. of Contracts & Property Mgmt. Contract Neg. Branch No. 1; P-1020 Washington, DC 20555	8. ADDRESS OFFER TO (If other than Item 7) Offer must be addressed as shown in Item 7. Handcarried offers (including Express Mail) must be delivered to the address in Item 9	

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 1011, 7920 Norfolk Avenue, Bethesda, MD 20814, until 10:00 A.M. local time on 02/06/90. CAUTION-LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Mrs. Helen Hagey	B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) (301) 492-9449
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

SOLICITATION, OFFER AND AWARD

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)
 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% 30 CALENDAR DAYS _____% _____ CALENDAR DAYS _____%

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
---------------	------	---------------	------

15A. NAME AND ADDRESS OF OFFEROR	CODE : _____	FACILITY : _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include Area Code)	15C. CHECK IF REMITTANCE ADDRESS IS () DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
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17. SIGNATURE:	18. OFFER DATE:
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 () 10 U.S.C. 2304(c) () () 41 U.S.C. 253(c) ()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7)	CODE : _____	25. PAYMENT WILL BE MADE BY CODE : _____ U.S. Nuclear Regulatory Commission Division of Accounting and Finance GOV/COM Accounting Section Washington, DC 20555
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26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form or on Standard Form 26, or by other authorized official written notice.

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OFFERORS/BIDDERS PLEASE NOTE:

An (*) means the information is to be incorporated by the Contracting Officer into any resultant contract.

Any reference to the Contractor Spending Plan herein is not applicable to this contract.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Quality Assurance in the Medical Use of Byproduct Material

(End of Clause)

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

(1) Identify regulations, standards, and guidelines for quality assurance in the medical use of byproduct material; (2) (Optional) measure the extent of their use by conducting a mail survey of NRC medical licensees and follow-up with on-site reviews; (3) interview the Health Care Financing Administration and the Joint Commission on the Accreditation of Healthcare Organizations to assess the scope and detail of their inspection and enforcement programs which specifically relate to diagnostic and therapeutic uses of byproduct material; and (4) perform an analysis of information collected by NRC inspectors from NRC licensees regarding medical quality assurance.

(End of Clause)

B.3 CONSIDERATION AND OBLIGATION--COST PLUS FIXED FEE
(JUNE 1988) ALTERNATE I (JUNE 1988)

a. The total estimated cost to the Government for full performance of this contract is ___*___, of which the sum of ___⁹___ represents the estimated reimbursable costs, and of which ___*___ represents the fixed fee.

b. There shall be no adjustment in the amount of the Contractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual cost for performance of that work.

c. The amount presently obligated by the Government with respect to this contract is ___*___.

d. It is estimated that the amount currently allotted will

cover performance through ____*____.

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION
/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1. BACKGROUND:

The Commission has determined that new rules and regulatory guidance on quality assurance may be needed to provide adequate public health and safety in the medical use of byproduct material. This determination was based on reports submitted pursuant to 10 CFR 35.33, "Records and Reports of Misadministrations." However, the Commission does not have an accurate measure of the extent to which NRC medical use licensees have developed and implemented quality assurance programs. This measure is a necessary factor in determining how NRC should proceed in future actions.

In October 1987, the NRC published a proposed rule entitled "Basic Quality Assurance in Radiation Therapy" and an advanced notice of proposed rulemaking entitled "Comprehensive Quality Assurance in Medical Use and a Standard of Care." The Commission was briefed by the NRC staff on March 22, 1988, and by medical representatives on April 7, 1988. The medical representatives stated that the prescriptive proposed rules were not needed and did not recognize that there are differences in medical care delivery throughout the United States. The Commission directed the staff to prepare an options paper providing rulemaking alternatives and to provide further information on specific topics related to quality assurance programs. Based on that options paper, the Commission then directed the staff to prepare a performance-based proposed rule, a draft regulatory guide for quality assurance in the medical use of byproduct materials, and a pilot program to assess the effectiveness of the proposed rule and draft regulatory guide.

C.1.2. CONTRACT OBJECTIVES:

The objectives of this contract are: (1) to identify the current regulations, standards, and guidelines that are required or recommended by various government and non-government organizations for quality assurance in the medical use of byproduct material; (2) to identify the regulations, standards, and guidelines that are currently being used by NRC licensees for quality assurance in the medical use of byproduct material on a required or voluntary basis; (3) to identify the scope and level of detail of the inspections performed by the Health Care Financing Administration and the Joint Commission on the Accreditation of Healthcare Organization (JCAHO) for quality of care at medical facilities; and (4) to perform an analysis of information that has been collected by the NRC from NRC medical use licensees in response to

the NRC "Medical Use Quality Assessment" questionnaire.

C.1.3. SCOPE OF WORK/DELINEATIONS OF TASKS

TASK 1. IDENTIFICATION OF REGULATIONS, STANDARDS, AND GUIDELINES

The Contractor shall conduct interviews with the organizations listed below and any others identified by the Contractor and approved by the NRC Project Officer, to collect information identifying the current regulations, standards, and guidelines for quality assurance in the medical use of byproduct material. The Contractor shall use a physician and a medical physicist who have expertise in diagnostic and/or therapeutic radiology using byproduct materials to conduct the interviews. The information from the interviews shall identify the regulations, standards, and guidelines that are required or recommended by each organization surveyed for each topic area in 10 CFR Part 35 - Medical Use of Byproduct Material, Subparts B - General Administrative Requirements through Subpart I - Teletherapy.

The Contractor shall conduct interviews with the following organizations:

1. Health Care Financing Organization (HCFA);
2. Joint Commission on the Accreditation of Healthcare Organizations (JCAHO);
3. Food and Drug Administration (FDA);
4. American College of Radiology (ACR);
5. Society of Nuclear Medicine (SNM);
6. Radiologic Physics Center at the M.D. Anderson Hospital and Tumor Institute;
7. American Association of Physicists in Medicine;
8. College of American Pathologists; and,
9. Any other organization identified by the Contractor and approved by the NRC Project Officer.

Reporting Requirements:

Within four months of the contract award, the Contractor shall, upon completion of the interviews, review and analyze the information collected and submit five copies of a draft technical letter report, which documents the results of this review, to the NRC Project Officer. Again, the Contractor shall use a physician and a medical physicist who have expertise in diagnostic and/or therapeutic radiology using byproduct materials to review and analyze the information and write the report. The report shall include the NRC regulations, standards, and guidelines for quality assurance in the medical use of byproduct material. However, it will not be necessary for the Contractor to perform a literature search or to conduct interviews to obtain information related to the NRC regulations, standards and guidelines related to medical use quality assurance, as the NRC Project Officer will provide this information to the Contractor at the beginning of the contract. The report shall list and describe the current regulations, standards and guidelines of the organizations

surveyed as well as those of NRC. The report shall also present in a matrix format any gaps, overlaps, and conflicts between the NRC's regulations, standards, and guidelines and those of the organizations surveyed.

The NRC Project Officer will furnish any comments on the draft report to the Contractor within one month after receipt of the draft report. Based on the Project Officer's comments, the Contractor shall submit, within six months of the contract award, ten copies of the final technical letter report which documents all work performed in accordance with Task 1. Refer to Section F - Place of Delivery--Reports for distribution and mailing addresses.

TASK 2. MAIL SURVEY OF NRC MEDICAL LICENSEES AND FOLLOW-UP ON-SITE REVIEWS

The specific objective of this task is to determine the regulations, standards, and guidelines that physicians, medical physicists and medical technologists working for NRC medical licensees are currently using for quality assurance for each type of use the licensee is authorized under 10 CFR 35, Subparts D - Uptake, Dilution, and Excretion through Subparts I - Teletherapy.

Subtask a. Design Mail Survey Form

The Contractor shall design a mail survey form to assess the current level of quality assurance which now exists at NRC medical use licensees. To perform this task, the Contractor shall use a physician and a medical physicist with expertise in diagnostic and/or therapeutic radiology using byproduct materials and also an individual experienced in performing surveys.

The mail survey form shall be designed to obtain the following information:

- a. an identification of the regulations, standards, and guidelines that each licensee is following for quality assurance for each type of use authorized under 10 CFR Part 35, Subparts D through I;
- b. a determination as to whether the licensee is implementing the identified regulations, standards, and guidelines on a voluntary or mandatory basis; and
- c. an identification of the organization(s) that are requiring or recommending that the NRC licensees implement the identified regulations, standards, and guidelines.

Reporting Requirements:

Within three months of the contract award, the Contractor shall provide five copies of the mail survey form to the NRC Project Officer for review and written approval. Refer to Section F -

Place of Delivery--Reports for distribution and mailing addresses.

NOTE: Upon the NRC's receipt and acceptance of the mail survey form, the NRC will request Office of Management and Budget (OMB) approval of the mail survey form before NRC can authorize the Contractor to proceed with the work as detailed under subtask 2.b. below. This subtask 2.b. is therefore an optional subtask. Delineated below are two versions of subtask 2.b. of which the NRC may exercise only one version. The first version of the optional subtask 2.b. is to only mail the survey form to the NRC medical use licensees and submit both a draft and a technical letter report. The second version of the optional subtask 2.b. is to not only mail the survey form to the NRC medical use licensees but to also perform 25 on-site reviews as well as submit both a draft and a final technical letter report. If the Government determines to exercise either version of the optional subtask 2.b., the NRC Contracting Officer will issue a modification to the contract and will identify which of the optional subtask 2.b. shall be performed by the Contractor. (Refer to Section I, Clause No. 52.217-9 - Option to Extend the Term of the Contract.) The cost for either version of the optional subtask 2.b. shall be separate from each other and from the cost for performance of all other tasks under this contract. (Refer to Section L of the Solicitation - Proposal Presentation and Format.)

FIRST OPTIONAL Subtask 2.b. Mailing the Mail Survey Form

Upon execution of the modification to exercise this option, the Contractor shall mail the approved mail survey form developed under subtask 2.a. above to all of the approximately 2,400 NRC medical use licensees. The NRC Project Officer will provide the Contractor with the appropriate mailing list. The Contractor shall instruct the licensees to return the forms to the Contractor, who will then assemble and organize the findings of the survey.

Reporting Requirements:

Within ten months of contract award, upon completion of the mail survey, the Contractor shall submit five copies of a draft technical letter report to the NRC Project Officer documenting the results of the mail survey. The report shall not identify specific NRC licensees by name. Instead, the results shall be in a format to group the NRC licensees by the category of authorized use of byproduct material for medical use, as stated in 10 CFR Part 35, Subparts D through I or by some other grouping method, such as type of medical licensee (government, university, not for profit, geographic region, number of patients handled per year, or patient/worker ratio). The Contractor shall obtain approval of the NRC Project Officer for the format and groupings of information prior to submitting the report.

The NRC Project Officer will furnish any comments on the draft reports to the Contractor within one month after receipt of the draft report. Within twelve months of the contract award, the

Contractor shall provide ten copies of the final technical letter report. Refer to Section F - Place of Delivery--Reports for distribution and mailing addresses.

SECOND OPTIONAL Subtask 2.b. Mailing the Mail Survey Form and On-site Reviews

Upon execution of the modification to exercise this option, the Contractor shall mail the approved mail survey form developed under subtask 2.a. above to all of the approximately 2,400 NRC medical use licensees. The NRC will provide the Contractor with the appropriate mailing list. The Contractor shall instruct the licensees to return the forms to the Contractor, who will then assemble and organize the findings of the survey.

The Contractor shall perform twenty-five (25) on-site reviews at the facilities of those NRC licensees responding to the survey, to confirm that the information provided by the licensee is accurate. The on-site reviews shall include interviews of personnel and review and observation of the quality assurance procedures described by the licensee in the mail survey. The Contractor shall obtain written approval by the NRC Project Officer prior to each on-site review. The NRC Project Officer will provide prior announcements to the NRC licensees for all on-site reviews .

Reporting Requirements:

Within ten months of contract award, upon completion of the mail survey and the on-site reviews, the Contractor shall submit five copies of a draft technical letter report to the NRC Project Officer documenting the results of the mail survey and the on-site reviews. The report shall not identify specific NRC licensees by name. Instead, the results shall be in a format to group the NRC licensees by the category of authorized use of byproduct material for medical use, as stated in 10 CFR Part 35, Subparts D through I or by some other grouping method, such as type of medical licensee (government, university, not for profit, geographic region, number of patients handled per year, or patient/worker ratio). The Contractor shall obtain approval of the NRC Project Officer for the format and groupings of information prior to submitting the report.

The NRC Project Officer will furnish any comments on the draft report to the Contractor within one month after receipt of the draft report. Within twelve months of the contract award, the Contractor shall provide ten copies of the final technical letter report. Refer to Section F - Place of Delivery--Reports for distribution and mailing addresses.

TASK 3 SURVEY OF HEALTH CARE FINANCING ADMINISTRATION (HCFA) AND THE JOINT COMMISSION ON THE ACCREDITATION OF HEALTHCARE ORGANIZATIONS (JACHO)

The Contractor shall interview personnel and collect information

to review the scope and detail of the "quality of care" inspections conducted by the HCFA and JCAHO at medical institutions. The Contractor shall use a physician and medical physicist with experience in diagnostic and/or therapeutic radiology using byproduct material to conduct the interviews and review the scope and detail of the inspections. The Contractor shall also review HCFA's and the JCAHO's inspections of Radiology and Nuclear Medicine departments to determine the level of detail of review for quality assurance for medical use of byproduct material for the topics identified in 10 CFR Part 35 - Medical Use of Byproduct Material, Subpart B - General Administrative Requirements through Subpart I - Teletherapy.

Reporting Requirements:

Within four months of the contract award, upon completion of the review, the Contractor shall provide five copies of the draft technical letter report to the NRC Project Officer documenting the results of this review. The NRC Project Officer will provide any comments on the draft report to the Contractor within one month after receipt of the draft report. Within six months of the contract award, the Contractor shall provide 10 copies of the final technical letter report. Refer to Section F - Place of Delivery--Reports for distribution and mailing addresses.

TASK 4 REVIEW AND ANALYSIS OF COMPLETED NRC MEDICAL QUALITY ASSESSMENT SURVEY FORMS

The NRC is currently conducting a separate survey on medical use quality assessment, using a 15-page questionnaire, entitled "Medical Use Quality Assessments". A copy of this questionnaire is attached (Refer to Section J - List of Attachments.) It is expected that there will be approximately 1,000 completed questionnaires over an eight month period.

Upon award of the contract, the NRC Project Officer will begin to provide the Contractor with the completed questionnaires. The NRC Project Officer will continue to provide completed questionnaires to the Contractor at monthly intervals throughout the eighth month of the contract period. The Contractor shall review and analyze the data contained in the completed questionnaires by sorting the data, grouping the results, and summarizing the results in a report to the NRC Project Officer.

The results shall be in a format, approved by the NRC Project Officer, such as by the category of authorized use of byproduct material for medical use, as stated in 10CFR Part 35, Subparts D through I or by some other grouping methods, such as type of medical licensee (government, university, not for profit, geographic region, number of patients handled per year, or the patient/work ratio.)

The Contractor shall use a computer program to sort and group the data which shall be compatible with the existing NRC software and computer systems. (Refer to Section J - List of Attachments for

requirements for development of software, data or other machine-readable deliverables for the NRC.)

Reporting Requirements:

Within ten months of the contract award, the Contractor shall provide five copies of the draft technical letter report which documents all work in accordance with Task 4. The NRC Project Officer will furnish any comments on the draft report to the Contractor within one month after receipt of the draft report.

Within twelve months of the contract award, the Contractor shall provide the software media and ten copies of the final technical letter report. Refer to Section F - Place of Delivery--Reports for distribution and mailing addresses.

C.2 SCHEDULE

ACTION	MONTH
NRC Awards Contract/Post Award Orientation	0
Contractor submits proposed protocol for mail survey for Task 2, subtask a	3
Contractor submits draft report to NRC for Task 1 and Task 3	4
Contractor meets NRC in Rockville, MD	4
NRC PO submits comments to Contractor for Task 1 and Task 3	5
Contractor submits final reports to NRC for Task 1 and Task 3	6
If Optional subtask 2.b. is exercised, Contractor to initiate mail survey form	6
Contractor meets NRC in Rockville, MD	8
Contractor submits draft report to NRC for Task 2 and Task 4	10
Contractor briefs NRC in Rockville, MD	10
NRC PO submits comments to Contractor for Task 2 and Task 4	11
Contractor submits final report to NRC for Task 2 and Task 4	12

C.3 MEETINGS AND TRAVEL

The Contractor shall meet with the NRC Project Officer according to the schedule in Section C.2.- Schedule for the purpose of discussing the status of work under this contract. These meetings shall be of one-day duration and shall be held at the NRC Office in Rockville, Maryland. The date and time for each meeting shall be mutually agreed upon by the Contractor and the NRC Project Officer. (Refer to Section G "Travel Reimbursement".)

(End of Clause)

C.4 TRAVEL APPROVALS (MAR 1987)

a. All domestic travel requires the prior approval of the Project Officer.

b. All foreign travel must be approved in advance by the NRC on NRC Form 445 and shall be in compliance with 52.247-63 Preference For U.S. Flag Air Carriers. Such approval will be communicated in writing through the Contracting Officer.

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 19	INSPECTION OF SERVICES-- COST-REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.212-13	AUG 1989	STOP-WORK ORDER ALTERNATE I (APR 1984)

F.2 PREPARATION OF TECHNICAL REPORTS (JUNE 1988)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to any Contractor Spending Plan (CSP) and any Financial Status Report that may be included in this contract. (See Section J for List of Attachments).

(End of Clause)

F.3 TECHNICAL PROGRESS REPORT (JUNE 1988)
(OMB CLEARANCE NUMBER 3150-0112)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

- a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;
- b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).
- c. A summary of progress to date; and
- d. Plans for the next reporting period.

F.4 FINANCIAL STATUS REPORT (JUNE 1988)
(OMB CLEARANCE NUMBER 3150-0112)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

a. Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated To Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred To Date.
- 5) Balance of Obligations Remaining.
- 6) Balance of Funds Required To Complete Contract.

b. Detail of all direct and indirect costs incurred during the reporting period for each task.

c. Update the approved Contractor Spending Plan (CSP) if required under this contract. If there have been no changes to the projections, a certification to that effect may be provided with the Financial Status Report in lieu of the CSP.

(End of Clause)

F.5 PLACE OF DELIVERY--REPORTS (JUNE 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

a. Project Officer (Number of copies as specified in Section C)

*
 ---*---
 ---*---
 ---*---
 ---*---
 ---*---
 ---*---
 ---*---

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
 Contract Number: ___*___
 Division of Contracts and Property Management

Contract Administration Branch
Washington, D.C. 20555

(End of Clause)

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on ____*____ and will expire on ____*____. The term of this contract includes the optional subtask 2.b. as described herein.

(End of Clause)

F.7 DRAFT AND FINAL TECHNICAL LETTER REPORTS

The Contractor shall submit a draft and a final technical letter report for each of the four tasks in accordance with Section C - Description/Specification/Work Statement.

F.8 QUALITY ASSURANCE

All draft and final reports must be reviewed by the Contractor's management and be approved with two signatures. One of these approval signatures must be from the Contractor's management, at a level above the Program Manager.

When revisions of those draft reports are issued, each session shall show the superseded text in the draft report as well as the revised text.

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INDIRECT COST RATES (JUNE 1988)

a. Pending the establishment of final indirect rates which shall be negotiated based on audit of actual costs, the Contractor shall be reimbursed for allowable indirect costs as follows:

___*___

b. The Contracting Officer may adjust the above rates as appropriate during the term of the contract upon acceptance of any revisions proposed by the Contractor. It is the Contractor's responsibility to notify the Contracting Officer in accordance with 52.232-20 - Limitation of Cost or 52.232-22 - Limitation of Funds, as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

(End of Clause)

G.2 PROJECT OFFICER AUTHORITY (JUNE 1988)

a. The Contracting Officer's authorized representative hereinafter referred to as the Project Officer for this contract is:

Name: ___*___

Address: ___*___
___*___
___*___
___*___
___*___
___*___

Telephone Number: ___*___

b. Performance of the work under this contract shall be subject to the technical direction of the NRC Project Officer. The term "Technical Direction" is defined to include the following:

- 1) Technical direction to the Contractor which shifts work emphasis between areas of work or tasks, fills in details or otherwise serves to accomplish the contractual statement of work.
- 2) Provide advice and guidance to the Contractor in the preparation of drawings, specifications or technical portions of the work description.
- 3) Review and, where required by the contract, approval

of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

c. Technical direction must be within the general statement of work stated in the contract. The Project Officer does not have the authority to and may not issue any technical direction which:

1) Constitutes an assignment of additional work outside the general scope of the contract.

2) Constitutes a change as defined in the "Changes" clause of this contract.

3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

4) Changes any of the expressed terms, conditions or specifications of the contract.

5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

d. All technical directions shall be issued in writing by the Project Officer or shall be confirmed by such person in writing within ten (10) working days after verbal issuance. A copy of said written direction shall be furnished to the Contracting Officer.

e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within such person's authority under the provisions of this clause.

f. If, in the opinion of the Contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in c above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after the receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving such notification from the Contractor, the Contracting Officer shall issue an appropriate contract modification or advise the Contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the Changes Clause.

g. Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the Contractor's performance and may even result in the Contractor expending funds for unallowable costs under the contract.

h. A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken

with respect thereto shall be subject to 52.233-1 - Disputes.

i. In addition to providing technical direction as defined above, the Project Officer is responsible for:

- 1) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and recommending to the Contracting Officer changes in requirements.
- 2) Assisting the Contractor in the resolution of technical problems encountered during performance.
- 3) Reviewing all costs requested for reimbursement by the Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(End of Clause)

G.3 TRAVEL REIMBURSEMENT (JUNE 1988)

- a. Total expenditure for domestic travel shall not exceed \$ * without the prior approval of the Contracting Officer.
- b. The Contractor is encouraged to use Government contract airlines, AMTRAK rail service, and discount hotel/motel properties in order to reduce the cost of travel under this contract. The Contracting Officer will, upon request, provide each additional traveler with a letter of identification which is required in order to participate in this program. The Federal Travel Directory (FTD) identifies carriers, contract fares, schedules, payment conditions, and hotel/motel properties which offer their services and rates to Government contractor personnel traveling on official business under this contract. The FTD, which is issued monthly, may be purchased from the U.S. Government Printing Office, Washington, DC 20402.
- c. The Contractor will be reimbursed for reasonable domestic travel costs incurred directly and specifically in the performance of this contract. The cost limitations for travel costs are determined by the Federal Travel Regulations that are in effect on the date of the trip. These Regulations specify the daily maximum per diem rates for specific localities within the Conterminous United States (CONUS), the standard CONUS rate, the allowance for meals and incidental expenses (M&IE), the cost of travel by privately owned automobile, and the items which require receipts. A copy of the Regulations may be obtained from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.
- d. When the Government changes the Federal Travel Regulations, it is the responsibility of the Contractor to notify the Contracting Officer in accordance with the Limitation of Cost clause of this contract if the Contractor will be unable to make all of the approved trips and remain within the cost and fee limitations of this contract due to the changes.

e. The rates for foreign travel are established by the U.S. Department of State and are listed in a publication entitled "Maximum Travel Per Diem Allowances For Foreign Areas". Copies of this publication may be obtained from the U.S. Government Printing Office, Washington, D.C. 20402.

(End of Clause)

G.4 REMITTANCE ADDRESS (MAR 1987)

If item 15C. of the Standard Form 33 has been checked, enter the remittance address below.

Name: _____

Address: _____

(End of Clause)

G.5 BILLING INSTRUCTIONS

The Contractor shall refer to the attachment in Section J of this contract, entitled "Billing Instructions."

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (JUNE 1988)

a. The following individuals are considered to be essential to the successful performance of the work hereunder.

_____*_____
_____*_____
_____*_____
_____*_____
_____*_____
_____*_____

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel, for whatever reason becomes, or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

H.2 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the requirements of the attached NRC Manual Chapters 3202 and 3206 (See Section J for List of Attachments) regarding publications or dissemination to the public of any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (JUNE 1988)

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.

(End of Clause)

H.4 DRAWINGS, DESIGNS, AND SPECIFICATIONS (JUN 1988)

All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereto, are subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities must be afforded the Commission by the Contractor and its subcontractors), are the property of the Government and may be used by the Government for any purpose whatsoever without any claim on the part of the Contractor and its subcontractors and vendors for additional compensation and must, subject to the right of the Contractor to retain a copy of the material for its own use, be delivered to the Government, or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the progress of the work or in any event as the Contracting Officer shall direct upon completion or termination of this contract. The Contractor's right of retention and use is subject to the security, patent, and use of information provisions, if any, of this contract.

(End of Clause)

H.5 ORGANIZATIONAL CONFLICTS OF INTEREST (OMB CLEARANCE NUMBER 3150-0112) (JUNE 1988)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

- 1) Is not placed in a conflicting role because of current or

planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

b. Scope. The restrictions described apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

c. Work for others. Notwithstanding any other provision of this contract, during the term of this 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 a conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

2) The Contractor agrees that, if after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement must include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six (6) months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless the information has previously been released to the public by the NRC.

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat the information in accordance with restrictions placed on use of the information.

3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

f. Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," must be appropriately modified to preserve the Government's rights.

g. Remedies. For breach of any of the above restrictions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

h. Waiver. A request for waiver under this clause must be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 41 CFR 20-1.5411.

(End of Clause)

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUNE 1988)

The Government will not provide any equipment/property under this contract.

(End of Clause)

H.7 GOVERNMENT-FURNISHED MATERIAL

Upon award of the contract, the NRC Project Officer will furnish the Contractor the following:

1. Copies of relevant Federal Register Notices and NRC regulations, Commission Papers, transcripts, and other documents that are needed to obtain further information as discussed in C.1.1. - Background.
2. Copies of relevant NRC regulations, standards and guidelines for quality assurance as noted in C.1.3. - Scope of Work/Delineation of Tasks, under Task 1 - Identification of Regulations, Standards, and Guidelines.
3. Copies of the completed NRC Medical Quality Assurance survey forms as noted in Task 4 - Review and Analysis of Completed NRC Medical Quality Assessment Survey Forms.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 1988	ANTI-KICKBACK PROCEDURES
52.209-6	MAY 1989	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1988	AUDIT -- NEGOTIATION
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.216-7	APR 1984	ALLOWABLE COST AND PAYMENT
52.216-8	APR 1984	FIXED FEE
52.217-8	AUG 1989	OPTION TO EXTEND SERVICES
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-9	AUG 1989	SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN
52.219-13	AUG 1986	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES
52.219-16	AUG 1989	LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS
52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	JAN 1988	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.223-2	APR 1984	CLEAN AIR AND WATER
52.225-13	MAY 1989	RESTRICTIONS ON CONTRACTING WITH SANCTIONED PERSONS
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.228-7	APR 1984	INSURANCE -- LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	APR 1984	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	AUG 1989	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.243-2	AUG 1987	CHANGES -- COST-REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	JUL 1985	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
52.244-5	APR 1984	COMPETITION IN SUBCONTRACTING
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST-REIM- BURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.249-6	MAY 1986	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS

I.2 OPTION TO EXTEND THE TERM OF THE CONTRACT
(FAR 52.217-9) (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of

any options under this clause, shall not exceed 12 months.

(End of Clause)

I.3 PAYMENT FOR OVERTIME PREMIUMS
(FAR 52.222-2) (APR 1984)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0. In addition to this dollar ceiling, overtime is permitted only for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I.4 DRUG-FREE WORKPLACE (FAR 52.223-6)
(MAR 1989)

(a) Definitions. As used in this clause, "Controlled Substances" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means a site for the performance of work done in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish a drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in the statement required by subparagraph (b)(1) of this clause, that as a condition of continued employment on this contract, the employee will-

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the contracting officer within ten (10) days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction;

(6) Within 30 days after receiving notice under subparagraph (b)(4)(ii) of this clause of a conviction, impose the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b) and (c) of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of Clause)

I.5 PROMPT PAYMENT (FAR 52.232-25) (APR 1989)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in

this clause are calendar days, unless otherwise specified. The term "foreign vendor" means an incorporated concern not incorporated in the United States, or unincorporated concern having its principal place of business outside the United States.

(a) Invoice Payments.

(1) For purposes of this clause, "invoice payment" means a Government disbursement of monies to a Contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost or fee payments where amounts owed have been settled between the Government and the Contractor.

(2) Except as indicated in subparagraph (a)(3) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(3) The due date on contracts for meat and meat food products, contracts for perishable agricultural commodities, contracts for dairy products, edible fats or oils, and food products prepared from edible fats or oils, and contracts not requiring submission of an invoice shall be as follows:

(i) The due date for meat and meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)) and further defined in Pub. L. 98-181 to include any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, will be as close as possible to, but not later than, the 7th day after product delivery.

(ii) The due date for perishable agricultural commodities, as defined in Section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(44)), will be as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(iii) The due date for dairy products, as defined in Section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C 4502(e)), edible fats or oils, will be as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received.

(4) An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. An invoice shall be prepared and submitted to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(4)(i) through (a)(4)(viii) of the clause. If the invoice does not comply with these requirements, then the contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office (3 days for meat and meat food products and 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils). Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor in the manner described in subparagraph (a)(6) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.

(viii) Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

(5) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(5)(i) through (a)(5)(iii) of this clause are met, if applicable. An interest penalty shall not be paid on contracts awarded to foreign vendors outside the United States for work performed outside the United States.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(6) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the contractor of a defective invoice within the periods prescribed in subparagraph (a)(4) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance shall be deemed to have occurred constructively on the 5th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the contractor of defects in invoices submitted to the Government, but this may not exceed 7

days (3 days for meat and meat food products and 5 days for perishable agricultural commodities, dairy products, edible fat or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(7) An interest penalty shall also be paid automatically by the designated payment office, without request from the contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(6) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(8) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the contractor:

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government. Contract financing payments include advance payments, progress payments based on cost under the clause at 52.232-16, Progress Payments, progress payments based on a percentage or stage of completion (32.102(e)(1)) other than those made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts, and interim payments on cost type contracts.

(2) For contracts that provide for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(3) For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(4) Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(End of Clause)

I.6 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (FAR 52.232-28) (APR 1989)

Payments under this contract will be made by the Government either by check or electronic funds transfer (through the Treasury Fedline Payment System (FEDLINE) or the Automated Clearing House (ACH), at the option of the Government. After award, but no later than 14 days before an invoice or contract financing request is submitted, the Contractor shall designate a financial institution for receipt of electronic funds transfer payment, and shall submit this designation to the Contracting Officer or other Government Official, as directed.

(a) For payment through FEDLINE, the Contractor shall provide the following information:

(1) Name, address, and telegraphic abbreviation of the financial institution receiving payment.

(2) The American Bankers Association 9-digit identifying number for wire transfer of the financing institution receiving payment if the institution has access to the Federal Reserve Communications System.

(3) Payee's account number at the financial institution where funds are to be transferred.

(4) If the financial institution does not have access to the

Federal Reserve Communications System, name, address, and telegraphic abbreviation of the correspondent financial institution through which the financial institution receiving payment obtains wire transfer activity. Provide the telegraphic abbreviation and the American Bankers Association identifying number for the correspondent institution.

(b) For payment through ACH, the Contractor shall provide the following information:

(1) Routing transit number of the financial institution receiving payment (same as American Bankers Association identifying number used for FEDLINE).

(2) Number of account to which funds are to be deposited.

(3) Type of depositor account ("C" for checking, "S" for savings).

(4) If the Contractor is a new enrollee to the ACH system, a "Payment Information Form," SF 3881, must be completed before payment can be processed.

(c) In the event the Contractor, during the performance of this contract, elects to designate a different financial institution for the receipt of any payment made using electronic funds transfer procedures, notification of such change and the required information specified above must be received by the appropriate Government official 30 days prior to the date such change is to become effective.

(d) The documents furnishing the information required in this clause must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payment of amounts otherwise properly due.

(End of Clause)

I.7 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of Clause)

I.8 TERMINATION OF DEFINED BENEFIT PENSION PLANS
(FAR 52.215-27) (SEP 1989)

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined benefit pension plan or otherwise recapture such pension fund assets. If pension fund assets revert to the Contractor or are constructively received by it under a termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(j)(4). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.804-8(e).

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Billing Instructions
2	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Subcontracting Plan
6	Development, Submittal, Distribution and Documentation Requirements for Deliverable
7	Medical Use Quality Assessment Sample

REVISED 8/89

BILLING INSTRUCTIONS FOR
COST-REIMBURSEMENT TYPE CONTRACTS

General: The contractor shall prepare vouchers/invoices for reimbursement of costs in the manner and format described herein. A sample voucher/invoice is provided for your reference. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.

Number of Copies: An original and three copies, including supporting documentation shall be submitted. A copy of all supporting documents must be attached to each copy of your voucher/invoice. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/invoices shall be submitted to the following address:

U. S. Nuclear Regulatory Commission
Division of Contracts and Property Management
Contract Administration Branch, P-902
Washington, D.C. 20555

HAND DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail services or special delivery services which use a courier or other person to deliver the voucher/invoice in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U. S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mail Room
Rockville, Maryland 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS.

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts and Property Management.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of SF 26 or Block 25 of SF 33, whichever is applicable.

Frequency: The contractor shall submit claims for reimbursement once each month, unless otherwise authorized by the Contracting Officer.

Form: Claims should be submitted in the format depicted on the attached sample form entitled "Voucher for Purchases and Services Other than Personal." The sample form is provided for guidance only. The form is not required for submission of a voucher/invoice. Alternate formats are permissible provided all requirements of the billing instructions are addressed. Additional copies of the form are available from the Contracting Officer. The instructions for preparation and itemization of the voucher/invoice are included with the sample form.

Task Ordering Contracts: If the contractor bills for more than one task order under a voucher/invoice, detailed cost information for each individual task order shall be submitted, together with a cumulative summary of all charges billed on the voucher/invoice. This includes all applicable cost elements discussed in paragraphs (a) through (p) of the attached instructions, together with appropriate supporting information.

Billing of Cost After Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, the period during which these costs were incurred must be cited. To be considered a proper expiration voucher/invoice, contractor shall clearly mark it "EXPIRATION VOUCHER" or "EXPIRATION INVOICE."

Final vouchers/invoices shall be marked "FINAL VOUCHER" or "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records; payments will be made in that currency. However, the U. S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U. S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

Official Agency Billing Office
U. S. Nuclear Regulatory Commission
Division of Contracts and Property
Management, P-902
Washington, D.C. 20555
Payee's Name and Address

Individual to Contact
Regarding This Voucher:
Name: _____
Tel. No.: _____

- (a) Contract Number _____
Task Order No. (if Applicable) _____
- (b) Title of Project _____
- (c) Voucher Number _____
- (d) Project Officer _____
- (e) Date of Voucher _____
- (f) Contract Amount _____
- (g) Fixed Fee _____

(h) This voucher represents reimbursable costs from _____ thru _____

Amount Billed

(l) Current Period (m) Inception to Date

	(l) Current Period	(m) Inception to Date
(i) Direct Costs:		
(1) Direct Labor *		
(2) Fringe benefits % _____ (if computed as percentage)		
(3) Capitalized Nonexpendable Equipment *		
(4) Materials, Supplies and Noncapitalized Equipment *		
(5) Premium Pay		
(6) Consultants *		
(7) Travel - Domestic *		
Foreign *		
(8) Subcontract *		
(9) Other Costs *		
Total Direct Costs	_____	_____

(j) <u>INDIRECT COSTS</u>		
A) Overhead _____ % of _____ (Indicate Base)	_____	_____
Subtotal	_____	_____
B) General & Administrative Expense _____ % of Cost Elements Nos. _____	_____	_____
Total Costs	_____	_____

(k) FIXED-FEE EARNED (Formula)	_____	_____
(n) Total Amounts Claimed	_____	_____
(o) Adjustments Outstanding Suspensions	_____	_____
(p) Grand Totals	_____	_____

* (REQUIRES SUPPORTING INFORMATION--SEE ATTACHED)

Instruction for Itemization of Costs and Supporting Information:

Preparation and Itemization of the Voucher/Invoice: In order to constitute a proper invoice, the contractor shall furnish all the information set forth below. These notes are keyed to the entries on the sample voucher/invoice.

Payee's name and address: Show the name of the contractor as it appears in the contract and its correct address. When an approved assignment has been made by the contractor, or a different payee or addressee has been designated, insert the name and address of the payee. Indicate the name and telephone number of the individual responsible for answering any questions that the NRC may have regarding the invoice.

- (a) Contract Number. Insert the NRC contract number
Task Order Number, if applicable. Insert the task order number.
- (b) Title of Project. List the full title of the project being performed under the contract.
- (c) Sequential voucher/invoice number. The appropriate sequential number of the voucher/invoice, beginning with 001 should be designated. Contractors may also include individual internal accounting numbers, if desired, in addition to the 3-digit sequential number.
- (d) Project Officer's name and mailstop as designated in the contract.
- (e) Date of voucher/invoice. Insert the date the voucher/invoice is prepared.
- (f) Contract Amount. Insert the total estimated cost of the contract, exclusive of fixed-fee. Include this information as it applies to individual task orders as well.
- (g) Fixed-Fee. Insert total fixed-fee. Include this information as it applies to individual task orders as well.
- (h) Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which costs were incurred and for which reimbursement is claimed.
- (i) Direct Costs. Insert the major cost elements:
 - (1) Direct Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized as follows:

- | Labor Category | Labor Hrs. Negotiated | Hours Billed | Rate | Total | Cumulative Hours Billed |
|----------------|-----------------------|--------------|------|-------|-------------------------|
|----------------|-----------------------|--------------|------|-------|-------------------------|
- (2) Fringe Benefits. This represents fringe benefits applicable to direct labor and billed as a direct cost. Where a rate is used, indicate the rate. Fringe benefits included in direct labor or in other indirect cost pools should not be identified here.
 - (3) Direct Equipment. For educational institutions, list each item costing \$500.00 or more and having a life expectancy of more than one year. For contractors other than educational institutions, list each item costing \$200.00 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. A reference shall be made to the following (as applicable): (a) the item number for the specific piece of equipment listed in the property schedule of the contract; (b) the Contracting Officer's approval letter if the equipment is not covered by the property schedule; or (c) be preceded by an asterisk (*) if the equipment is below the approval level. Further itemization of vouchers/invoices shall only be required for items having specific limitations set forth in the contract.
 - (4) Materials, Supplies, or Other Expendable Items. These are consumable materials, supplies, and equipment other than that described in (3) above.
 - (5) Premium Pay. This is remuneration in excess of the basic hourly rate. (Requires written approval of the Contracting Officer.)
 - (6) Consultant's Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).
 - (7) Travel. Domestic travel is travel within the United States, its territories, possessions, and Canada. It should be billed separately from foreign travel.

All costs associated with each trip must be shown in the following format:

Date	Traveler	Destination	Purpose	Cost
From To		From To		\$

- (8) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.
- (9) Other. List all other direct costs by cost element and dollar amount separately.
- (j) Indirect Costs - Overhead. Cite the formula (rate and base) in effect during the time the cost was incurred and for which reimbursement is claimed.
- (k) Fixed Fee. If the contract provides for a fixed fee, it must be claimed as provided for by the contract. Cite the formula or method of computation. The contractor may bill for fixed fee only up to 85% of total fee.
- (l) Amount Billed for Current Period. Insert the amount billed for the major cost elements, adjustments, and total amount for the period.
- (m) Cumulative Amount from Inception to Date of Current Billing. Insert the cumulative amounts billed for the major cost elements and adjusted amounts claimed during this contract.
- (n) Total Amounts Claimed. Insert the total amounts claimed for the current and cumulative periods.
- (o) Adjustments. This includes cumulative amounts billed that have been suspended or disallowed.
- (p) Grand Totals.
- (*) Supporting Information. Cost elements requiring detailed supporting information--sample attached.

Supporting Information - Sample

1) Direct Labor - \$2400

<u>Labor Category</u>	<u>Labor Hours Negotiated</u>	<u>Hours Billed</u>	<u>Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
Senior Engineer I	2400	100	\$14.00	\$1400	975
Engineer	1500	50	\$10.00	\$500	465
Computer Analyst	700	100	\$5.00	\$500	320
				<u>\$2400</u>	

2) Direct Equipment

Spectrometer - General Electric (as approved in Property Schedule) \$5,000

4) Materials, Supplies & Other Expendable Items

10 Racon Tubes @ \$110.00 = \$1100.00
 6 Pairs Electrostatic Gloves @ \$150.00 = \$900.00
\$2000.00

5) Premium Pay

Walter Murphy - 10 hours @ \$10.00 Per Hour = \$100
 (This was approved by NRC in letter dated 3/6/89.)

6) Consultants' Fee

Dr. Carney - 1 hour @ \$100 = \$100

7) Travel

<u>Date</u>		<u>Traveler</u>	<u>Destination</u>		<u>Purpose</u>	<u>Costs</u>
<u>From</u>	<u>To</u>		<u>From</u>	<u>To</u>		
3/1/89	3/6/89	William King	Chicago, IL	Wash., DC	Meeting with Project Officer	\$200

8) Subcontracts

XYZ CORP. (CPFF)

Direct Labor:	- 80 hours @ \$20.00 per hour	= \$1600.00
O/H	@ 50%	= \$800.00
Travel - 2 Trips - Wash., DC to Boston, MA	@ \$200	= \$400.00
Profit	@ 7%	= \$200.00
TOTAL:		<u>\$3000.00</u>

(k) Fixed-Fee (Formula)

(5%)

$\$350,000 \times 5\% = \$17,500$ Total Fixed Fee for this Contract

$\$27,200 \times 5\% = \1360 Fee Billed for this Period

(o) Adjustments

\$1700 - Indicates amount withheld from voucher #001, now approved by Contracting Officer letter 3/10/89.

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

(c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.

(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(1), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR §20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of §20-1.5411.

(2) The refusal to provide the representation required by §20-1.5404(b) or upon request of the contracting officer the facts required by §20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

(d) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in a RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in §20-1.5404(b) shall include the following clauses:

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) 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 a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this 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 potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(d) Disclosure after award. (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).

(2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

§20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (i) in the clause set forth in § 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of § 20-1.5404(b) and other relevant information. After evaluating this information against the criteria of § 20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §20-1.5411.

§20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by §20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §20-1.5411, neutralize the effects of the identified conflict.

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with §20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with §20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:

- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3)

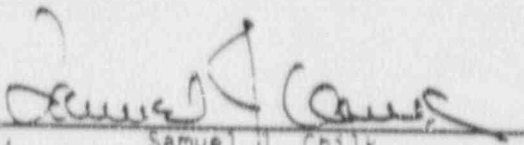
contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

§20-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission



Samuel D. Chilk
Secretary of the Commission

Form NRC-489
(1-76)U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICECHAPTER NRC-3202 PUBLICATION OF TECHNICAL REPORTS PREPARED BY NRC
CONTRACTORS, INCLUDING REPORTS PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS.

SUPERSEDED:

	Number	Date
Chapter	NRC-3202	4/29/82
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Appendix	NRC-3202	4/29/82

TRANSMITTED:

	Number	Date
TN	3200-21	
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REMARKS:

This revision of Chapter 3202 expands the chapter from coverage of unclassified reports to include the marking and handling of sensitive unclassified information (Official Use Only and Limited Official Use Information, Safeguards Information, Proprietary Information) and classified information (Top Secret, Secret, and Confidential). A section has also been added to set forth procedures for the handling of unclassified reports on NRC cooperative programs with foreign governments and organizations and with U.S. industry.

U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

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Part : 3200 Technical Information and Document Control

ADM

CHAPTER 3202 PUBLICATION OF TECHNICAL REPORTS 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 technical reports prepared by NRC consultants and grantees and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements or memorandums of understanding. These reports are hereafter referred to as contractor reports. This chapter does not cover NRC staff-generated documents, NRC docket material, or the documents generated by NRC boards, panels, advisory committees and Offices that report to the Commission.

3203-02 OBJECTIVES

021 to assure production and dissemination of technical reports as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act.

022 to assure that dissemination of technical reports is consistent with requirements for public availability of information.

023 to assure that national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release, distribution, or dissemination of technical reports from NRC.

024 to assure that formal NRC contractor reports will carry the registered NRC designation NUREG/CR or NUREG/CP as the prime identification.

025 to provide for coordination of press or other media releases.

3202-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration:

- a. develops and maintains, in consultation with Directors of Offices and Divisions and Regional Administrators, NRC standards, procedures and guides for the production and dissemination of technical contractor reports.

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- b. periodically surveys report activities throughout NRC to ascertain that the provisions of this chapter are adequate and are being implemented; makes any changes needed.

032 The Director, Division of Technical Information and Document Control:

- a. develops and administers a central report control system for identifying, printing and distributing contractor reports and responding to requests for unclassified reports.
- b. develops and maintains guides and standards for the documentation, formatting, printing, dissemination, and public sale of unclassified contractor reports.
- c. assures that a system exists for review of unclassified contractor reports for adherence to patent, copyright and disclosure policies prior to dissemination.
- d. establishes and administers interagency agreements necessary for the dissemination and public sale of unclassified contractor reports and controls duplication and printing of contractor reports to assure adherence to the Government Printing and Binding Regulations issued by the Joint Committee on Printing (JCP), Congress of the United States.
- e. in response to requests of Directors of Offices and Regional Administrators, establishes distribution data banks, maintains official standard distribution lists for automatic distribution of unclassified contractor reports, and controls distribution to assure adherence to the Government Printing and Binding Regulations, the Privacy Act, and the Freedom of Information Act.

033 Directors of Offices and Regional Administrators:

- 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, Copying, Graphics and Photography and its appendix; and Chapter NRC-1102, Procedures for Placement of Work with the Department of Energy. In the Statement of Work:
 - (1) specify what reports will be reviewed for policy, management, and legal issues by NRC staff in draft prior to printing and distribution. If the report 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. See Chapter NRC-1102.

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- (2) provide for the reviews necessary to insure that the national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release or dissemination of the reports. If DOE contractors are to be authorized to make the reviews, designate the contractor officials who are authorized to sign NRC Form 426A prior to NRC distribution of reports (see Appendix, Part IV). Assure that sensitive unclassified and classified reports are marked and handled properly (see Appendix, Part V).
 - (3) specify that all formal reports carry NUREG/CR or NUREG/CP numbers as the prime identification, as illustrated in the appendix.
 - (4) specify whether formal reports shall be printed by NRC or the contractor if the contractor has a JCP-authorized federal printing plant (see Appendix, Parts II and IV).
 - (5) specify that all formal reports 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, and approval obtained of the NRC JCP representative (the Director, Division of Technical Information and Document Control) when the number exceeds the 50 copies authorized by JCP for unclassified reports.
 - (7) assure the protection of classified and sensitive unclassified information, if any, in contractor reports (see Appendix, Part V).
- b. assure adherence to instructions and authorizations regarding the reproduction and distribution of reports.
 - c. recommend standard distribution category(ies) for contractor reports to the Division of Technical Information and Document Control.
 - d. provide changes to the official standard distribution lists to the Division of Technical Information and Document Control.
 - e. establish procedures for review of contractor's proposed press and other media releases.

034 The Office of the Executive Legal Director provides legal review and advice to NRC staff on questions regarding inventions, patents, proprietary information, use of copyrighted material, national security, and other sensitive unclassified and classified information.

035 The Director, Office of Public Affairs, upon request of the project manager, reviews proposed contractor's press or other media releases for appropriateness.

Approved: August 29, 1984

035 The Director, Division of Security:

- a. administers the overall information security program which includes management of the security classification program and other programs for the protection of sensitive unclassified information.
- b. advises staff of NRC Offices and Regions on the preparation and handling of reports containing classified, proprietary and other sensitive unclassified information.

037 The Director, Division of Contracts:

- a. coordinates the flow of all reports to and from contractors (other than DOE contractors) where such reports may result in alterations in the terms and conditions of applicable contracts as they pertain to report production and distribution.
- b. advises the contractor as to the source and method for obtaining reports required from the government for performance of the contract.
- c. provides contractor with copies of NRC Chapters 0260, 3202, 3203, 3207, and 3210, when appropriate.
- d. determines when requests for proposals and invitations for bids, as well as subsequent contracts, should include statements requiring contractor compliance with Chapters NRC-3202, 3207, and 3210 and the Government Printing and Binding Regulations.
- e. ensures that appropriate clauses are included in contracts regarding the private use and protection of classified, proprietary and other sensitive unclassified information.

3202-04 DEFINITIONS*

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

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

043 contractor report - record of work done (a report) prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

* Words underscored in definitions are also defined in list.

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044 copyright - a form of protection provided by the laws of the United States (Title 17, U.S. Code) to the authors of "original works of authorship" including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Copyrighted material may not be reproduced without the permission of the author or publisher.

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

046 distribute - to dispense reports to specific organizations and individuals to assure their 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 Document Control based on the requests of the originating Office or Region.

047 documentation - classification and associated markings required for classified or sensitive unclassified documents, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or FIN number), date and availability.

048 draft or final material for inclusion in "Safety Evaluation Reports" or "Environmental Statements" (ES) - written material requested for input to SERs or ESs to be issued as NUREGs. Such material may be edited or modified at the discretion of the NRC staff.

049 formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

0410 NRC project manager - the NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.

0411 patent review - examination by legal staff to assure protection rights in inventions.

0412 proprietary information - trade secrets; privileged or confidential research, development, commercial or financial information, exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.5); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.

0413 publicly available documents - information (reports and references) which is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the public domain.

Approved: August 2, 1984

0414 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 a printer can reproduce.

0415 technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or ESs.

0416 technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of contract work. Interim technical letter reports may be required at various stages of a project. These reports usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-tested predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports.

0417 unique identification - NRC identification used on a report and its attachments, revisions, and supplements that is not used on any other report.

3202-05 BASIC REQUIREMENTS

051 Applicability. The provisions of this chapter and its appendix apply to NRC consultants, grantees, contractors and subcontractors, including those working under interagency agreements, whose contracts require the preparation of technical reports. Because of the unique requirements of NRC boards, panels, advisory committees and Offices which report directly to the Commission, the handling of reports prepared by consultants and contractors to them are governed by the Board or the Chairman and, in the case of advisory committees, by the Advisory Committee Management Officer, or the Commission. These exceptions do not preclude the use of the NUREG/CR series designation on reports prepared for these entities that are to be given wide public dissemination.

052 Forms. NRC Form 426A, "Publication Release for Unclassified NRC Contractor and Consultant Reports" (Exhibit 5), NRC Form 335, "Bibliographic Data Sheet" (Exhibit 7), and NRC Form 190, "Cover Sheet for Reports Containing Proprietary Information" (Exhibit 19), shall be used as provided in the appendix.

053 Appendix 3202. This appendix contains standards and procedures for the preparation of reporting requirement portions of Statements of Work, and for the documentation, production, and dissemination of technical reports prepared by contractors and other government agencies in accordance with contract requirements or interagency agreements.

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054 Preparation Requirements

- a. Reports to be Printed by NRC. All contractor reports 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 accompanied by completed NRC Form 426A and NRC Form 335.
- b. Reports Printed by Authorized Federal Printing Plants. All contractor reports to be printed 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 426A, signed by the authorized contractor official. Each such report shall include, as the last page, a completed NRC Form 335.

055 References. The NRC chapters referenced and NUREG-0794 (ref. j) and NUREG-0650 (ref. i) are available from the Division of Technical Information and Document Control. The other publications are available from the Government Printing Office.

- a. Chapter NRC-0260, "Printing, Copying, Graphics and Photography."
- b. Chapter and Appendix NRC-2101, "NRC Security Program."
- c. Chapter NRC-3203, "Distribution of Unclassified NRC Staff- and Contractor-Generated Documents."
- d. Chapter NRC-1102, "Procedures for Placement of Work with the Department of Energy."
- e. Chapter NRC-3206, "NRC Contractor Speeches, Papers and Journal Articles on Regulatory and Technical Subjects."
- f. Chapter NRC-3207, "Conferences and Conference Proceedings."
- g. Title 44, U.S. Code, "Public Printing and Documents," Government Printing Office.
- h. Government Printing and Binding Regulations of the Joint Committee on Printing, Congress of the United States, No. 24, April 1977 (JCP Regulations), Government Printing Office.
- i. Title 5, U.S. Code, "Government Organization and Employees," Government Printing Office.

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- j. "Technical Writing Style Guide," A. W. Savolainen et al., compilers, U.S. NRC Report NUREG-0650, November 1979, and Supplement 1, February 1982.
- k. "Protection of Unclassified Safeguards Information," D. J. Kasun, USNRC Report NUREG-0794, October 1981.
- l. Chapter NRC-0255, "Mail Management," and Appendix 0255, Part V, Annex A.

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 NRC CONTRACTORS, INCLUDING REPORTS PREPARED
 UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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NRC Appendix 3202 UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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PART I

PREPARATION OF REPORTING REQUIREMENT PORTIONS OF
STATEMENTS OF WORK FOR CONTRACTS, GRANTS AND
STANDARD ORDERS FOR DOE WORK

A. LIST OF TECHNICAL REPORT REQUIREMENTS

List the technical reports required from each project, task or subtask, as applicable. State when and to whom they should be submitted and what they should contain. These reports may be unclassified, sensitive unclassified or classified. Standards for each of these categories are presented in Parts II through V. The following definitions describe the types of reports that may be specified:

technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or ESs (see definitions below).

technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of the contract work. Interim technical letter reports may be required at various stages of a project. These interim letters usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) 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. These reports must be identified with the financial number (FIN) assigned to the project. They are not to be identified with DOE registered report codes. The number of copies to be prepared and the distribution of those copies will be specified by the project manager.

formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR or NUREG/CP series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

draft or final material for publication or inclusion in SERs, ESs, letters, or license amendments - written material requested for use in the NRC licensing process. Such material may be (1) abstracted in a NUREG report or attached to a NUREG report, (2) attached to a letter or an amendment to the license, or (3) abstracted and used as necessary by the NRC staff. NRC requires patent review and full management review of this material by the performing organization. This material is to be submitted to NRC as a technical letter report addressed to the project manager and identified by the FIN number.

For purposes of this Part, contractor means a private contractor, consultant, grantee, another State or Federal Agency working under an interagency agreement, or a DOE/facility or National Laboratory (contractor) and subcontractors.

B. REQUIREMENTS FOR FORMAL REPORTS

If the contractor is to prepare a final formal technical report for publication, state that it will be printed and distributed by NRC from camera-ready copy submitted by the contractor, unless the work is being done for the Office of Nuclear Regulatory Research by a DOE facility or Laboratory with a JCP-authorized printing plant. The camera-ready copy is to be prepared in accordance with the provisions of this appendix, Parts II and V (for contractors other than DOE contractors), or Parts IV and V of this appendix and Chapter 1102 (for DOE contractors). A style guide is also available free, upon request (NUREG-0650). If the report is to be printed by NRC and it is unclassified, the camera-ready copy is to be submitted by the contractor to the Director, Division of Technical Information and Document Control, NRC, Washington, D.C. 20555, by first class mail. For handling of sensitive unclassified and classified reports see Part V of this appendix and NRC Appendix 2101. Unclassified reports printed for the Office of Nuclear Regulatory Research should be handled in accordance with Parts IV and V of this appendix and/or Chapter 1102.

C. REQUIREMENTS FOR DRAFT REPORTS

If a draft is desired prior to completion of a final technical letter report, formal technical report, final material for inclusion in an SER or ES, or for comment by participants in cooperative programs with foreign governments and organizations and with U.S. industry, state that requirement and the time frame for delivering the final camera-ready copy after receiving NRC and/or participant comments on the draft. State that all draft material should be submitted to the cognizant project manager.

When the contractor is to submit draft material for comment prior to the preparation of the final report, state that if there are NRC program and/or participant comments the contractor will be asked to make changes. If agreement on the changes is reached, the NRC manager will authorize the contractor to prepare the final copy and submit it to the project manager, if it is a letter report or input to an SER or ES, or to the Director, Division of Technical Information and Document Control, if it is

camera-ready copy for printing and distribution. This is to be done to assure proper publication, handling, and distribution and, among other things, to preclude further changes that might nullify the agreement. If caveats were agreed to and the project manager wishes to check the final document for their presence, he/she should inform TIDC of that desire. In that case, upon receipt of the camera-ready copy by TIDC, the project manager will be informed and requested to prepare and sign the NRC Form 426A.

Also state that if agreement on changes to a formal technical report to be issued in the NUREG/CR series is not reached, the NRC project manager may request the contractor to prepare the camera-ready copy with, in addition to the standard disclaimer required on all contractor formal reports (see Exhibit 6), any caveats deemed necessary to cover NRC objections. Such caveats may range from the "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" to the addition of a preface setting forth the NRC opinion or footnotes at appropriate locations within the text.

State that if NRC objections cannot be covered in this manner, NRC can refuse to publish the report. In the case of DOE/National Laboratory reports, the DOE Operations Office Manager responsible for that laboratory should be informed by the NRC Office Director or Regional Administrator of the decision and the reasons therefor, with a copy to the Laboratory Director. In the case of another Federal agency, a State, or a private contractor, the person who executed the contract should similarly be informed by the NRC Contracting Officer. The contractor is then free to publish without NRC identification of the report. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

D. PUBLISHING UNCLASSIFIED INFORMATION IN OPEN LITERATURE AND PRESENTING PAPERS

If the contractor's principal investigator is to be allowed to publish in the open literature instead of submitting a final report and/or present papers at public or association meetings during the course of the work, add the following statement to the Statement of Work:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work.

If the project manager wants to review the paper or journal article prior to presentation or submission for publication, state this in the Statement of Work, as follows:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project

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

manager in draft form and agreement has been reached on the content. The applicable procedures set forth in Chapters NRC-3206 or NRC-1102 must be followed.

If agreement is not reached, NRC may also ask that the paper include in addition to the standard statement "Work supported by the U.S. Nuclear Regulatory Commission," any caveats deemed necessary to cover NRC objections. If NRC objections cannot be covered in this manner, NRC can refuse to authorize publication in the open literature and/or presentation of papers.

In the latter case, NRC will inform the contractor of the decision, as stated above for formal reports (see Section C, paragraphs 3 and 4). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

If the contractor proposes to publish in the open literature or present the information at meetings in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC project manager. The NRC project manager shall either approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, a project manager may disapprove or delay presentation or publication of papers on information that is subject to Commissioner approval that has not been ruled upon or which has been disapproved.

(See Chapter 3206 for provisions relating to payment of page charges and travel costs for presentation of papers.)

E. TYPOGRAPHY

The text of reports must be single spaced on 8½ x 11-in. paper, unless otherwise specifically authorized. Occasionally, reports with many symbols and mathematical expressions may require one and one-half spacing to provide for superscripts and subscripts. This spacing should be allowed where needed, but should be considered an exception, not the standard.

F. REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION

Details of the marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards Information, and classified (Confidential, Secret, and Top Secret) are provided in Part V of this appendix and in NRC Appendix 2101.

G. PUBLISHING UNCLASSIFIED PROCEEDINGS OF CONFERENCES AND WORKSHOPS

NRC publishes or assists in the publication of compilations of papers presented at meetings, conferences, and symposiums in which NRC

participates as a sponsor or cosponsor. Chapter NRC-3207, "Conferences and Conference Proceedings," provides general information and guidance for this. More detailed guidance is available from TIDC upon request.

H. WRITING AND PUBLISHING UNCLASSIFIED BOOKS

NRC may, under certain circumstances, publish books prepared by grantees or contractors. For general information and guidance on book publishing, see Chapter NRC-3210, "Book Writing and Publishing."

I. DISTRIBUTION OF REPORTS TO CONTRACTORS

Up to 50 copies of unclassified formal technical reports may be retained by or will be bulk shipped to the contractor by NRC for internal use. If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A. Single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC project manager may be requested on a project basis or on a report-by-report basis. The request, with written justification, should be addressed to the NRC project manager, with a copy to NRC/TIDC. If the additional distribution is approved by the NRC project manager, the contractor shall send these copies (if printing is done by the contractor) and address labels, even if printing is done by NRC, to NRC/TIDC, where the distribution will be made along with the standard distribution. Distribution of sensitive unclassified and classified reports will be made by the project manager on a case-by-case basis.

J. COORDINATION OF PRESS OR OTHER MEDIA RELEASES OF UNCLASSIFIED INFORMATION

A contractor may request permission to issue a press or other media release on the work being done. Such request shall be made to the project manager, who will consult with his/her management and with the Office of Public Affairs. The contractor may not issue a press release on nonroutine information without this prior coordination. This coordination may be accomplished by telephone, with the NRC project manager responsible for expeditious handling. Decisions not to release information or delays in handling by the project manager may be appealed to the NRC Executive Director for Operations.

PART II

UNCLASSIFIED FORMAL CONTRACTOR REPORTS
TO BE PRINTED BY NRC

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to contractor and inter-agency agreement reports that are to be printed by NRC. Contractors may not print reports prepared for NRC except those DOE laboratories with JCP-authorized printing plants and then only those reports prepared for NRC's Office of Nuclear Regulatory Research.
- b. With respect to sensitive unclassified and classified reports, the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 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).*
- b. The items shown in Exhibits 1 through 4 and discussed below shall appear on the title page and cover, as appropriate.**

(1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that report. The centralized report control system for unique 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 by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

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

** 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.

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

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

where CP indicates conference proceeding. 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, if desired by the contractor.

When a report 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 report.
- (b) When a report is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of report (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 the title 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 report 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 reports will be made available for sale by NRC and by the National Technical Information Service (NTIS). Exhibit 6 will be inserted on the inside of the front cover by the Division of Technical Information and Document Control.

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. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.*

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished

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

information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material are provided in NUREG-0650, "Technical Writing Style Guide," published in November 1979 (see Appendix A, pr. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

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 426A in item 11 (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 project manager shall consider the patent implications. If there is no need for patent review because of the certainty that the report contains no description of novel technical developments which may be of an inventive nature, NRC Form 426A 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 sensitive unclassified or classified work be required, however, the NRC project manager must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of such procedures through the contracting officer. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

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 426A (Exhibit 5). NRC Form 426A must be signed by the NRC project manager or a contractor official authorized by the project manager. Such authorization shall be reported in writing to TIDC.

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 report. Unsatisfactory masters will be reported to the NRC project manager 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

Requests for reprinting any report subsequent to the initial printing require approval of the Division of Technical Information and Document Control. Each request shall include a written justification and the project manager's approval for reprinting along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). The Division of Technical Information and Document Control will also arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

Distribution of sensitive unclassified and classified reports will be made by the NRC project manager on a case-by-case basis.

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-1676
NUSAC-556
Vol. 1

Title

Using Advanced Process Monitoring
to Improve Material Control

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

Final Report
September 1979 - September 1980

Author(s)

Prepared by R. L. Hawkins, R. L. Lynch, R. F. Lumb

Contractor

NUSAC Incorporated

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-1676
NUSAC-556
Vol. 1

Title

Using Advanced Process Monitoring
to Improve Material Control

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

Final Report
September 1979 - September 1980

Report Dates and Bases

Manuscript Completed September 1980
Date Published September 1980

Author(s), Editor(s),
Compiler(s), etc.

Prepared by
R. L. Hawkins, R. L. Lynch, R. F. Lumb

Contractor Name
and Address

NUSAC Incorporated
7926 Jones Branch Drive
McLean, VA 22102

NRC Sponsorship

Prepared for
Division of Safeguards
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
NRC FIN B6437

NRC Contract No.

EXHIBIT 3

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

NRC Report No.
Contractor Report No.
Vol., Part, Rev., etc.

NUREG/CR-1952
SAND81-0151

Title

LOCA-Simulation Thermal-Shock Test of Sliding-Link Terminal Blocks

Type of Report
or Subtitle

Independent Verification Testing Program
Independent Verification Test-1

Author(s), Editor(s)

Prepared by L. L. Bonzon, W. H. Buckalew, F. V. Thome, J. A. Lewin, T. W. Gimore, SNL
W. R. Rutherford, A. B. Bennett, NRC

Contractor

Sandia National Laboratories

Sponsorship

Prepared for
U.S. Nuclear Regulatory
Commission

EXHIBIT 4

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

NRC Report No.
Contractor's Report No.
Vol., Part, Rev., etc.
Distribution
Category

NUREG CR-1952
SAND81-0151
R4

Title

LOCA-Simulation Thermal-Shock
Test of Sliding-Link Terminal
Blocks

Subtitle

Independent Verification Testing Program
Independent Verification Test-1

Report Dates

Manuscript Completed: January 1981
Date Published: May 1981

Author(s), Editor(s)

Prepared by
L. L. Bonzon, W. H. Bucyrew, F. V. Thome, J. A. Lewis, T. W. Gimore, SNL
W. R. Rutherford, A. B. Bennett, NRC

Contractor's
Name and Address

Sandia National Laboratories
Albuquerque, NM 87185

NRC Sponsorship

Prepared for
Division of Resident and Regional Reactor Inspection
Office of Inspection and Enforcement
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555
NRC FIN B3101

NRC FIN No.

EXHIBIT 5
**NRC FORM 426A, PUBLICATIONS RELEASE FOR UNCLASSIFIED
 NRC CONTRACTOR AND CONSULTANT REPORTS**

NRC FORM 426A 12-78 NRCM 3201		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (if any)	Obtain in advance from Director of Technical Information and Document Center
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				2. DISTRIBUTION CATEGORY NO. (if any)	Submit appropriate number from the NRC Distribution Category List, see NUREG-0380
3. TITLE AND SUBTITLE (State in full as shown on document)					
4. AUTHOR (If more than three name first author followed by and others)					
5. NAME OF CONTRACTOR		6. MAILING ADDRESS (Number and street, city, state and zip code)		7. TELEPHONE NO.	
8. DATE MANUSCRIPT COMPLETED		9. NRC PROGRAM SPONSOR TECHNICAL MONITOR		10. TELEPHONE NO.	
11. CONTRACT DATA					
a. CONTRACT OR FIN NUMBER (Or for 10-DOE contract number)					
b. IF CONTRACTOR IS AUTHORIZED TO PRINT PLEASE PROVIDE THE FOLLOWING INFORMATION					
Number of Copies Printed		Estimated Completion Cost		Estimated Printing Cost	
12. TYPE OF DOCUMENT (Check appropriate box)					
a. TECHNICAL REPORT					
(1) FORMAL					
(2) INTERIM					
b. CONFERENCE PAPER					
(1) TITLE OF CONFERENCE PAPER					
(2) DATE(S) OF CONFERENCE					
(3) LOCATION OF CONFERENCE					
c. OTHER (Indicate type of item e.g. thesis, speech, working draft, guide, etc.)					
13. SPECIAL DISTRIBUTION (Send 100-25 to the Distribution Section, Director of Technical Information and Document Center, 301 N. 4th St., Grand Rapids, MI 49503. Make available only to individuals approved by program office. Use Special Distribution Category List for addresses. Submit addresses for special distribution. Continue instructions on reverse of separate sheet if necessary.)					
14. PATENT CLEARANCE (If applicable)			15. SUBMITTED BY		
Forward completed signed NRC Form 426A together with the related documents for 14-24 TO APPROPRIATE PATENT COUNSEL			a. NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR (Type name)		
a. PATENT CLEARANCE NOT REQUIRED			b. OFFICIAL'S ORGANIZATIONAL UNIT		
b. PATENT CLEARANCE GRANTED			c. SIGNATURE (Authorized only by NRC, NRCM, or NRCM)		
c. PATENT CLEARANCE DENIED			d. DATE		
16. PATENT COUNSEL'S SIGNATURE		DATE		DATE	

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 of 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.

NOTICE

Availability of Reference Materials Cited in NRC Publications

Most documents cited in NRC publications will be available from one of the following sources:

1. The NRC Public Document Room, 1717 H Street, N.W.
Washington, DC 20555
2. The NRC/GPO Sales Program, U.S. Nuclear Regulatory Commission,
Washington, DC 20555
3. The National Technical Information Service, Springfield, VA 22161

Although the listing that follows represents the majority of documents cited in NRC publications, it is not intended to be exhaustive.

Referenced documents available for inspection and copying for a fee from the NRC Public Document Room include NRC correspondence and internal NRC memoranda, NRC Office of Inspection and Enforcement bulletins, circulars, information notices, inspection and investigation notices; Licensee Event Reports; vendor reports and correspondence, Commission papers; and applicant and licensee documents and correspondence.

The following documents in the NUREG series are available for purchase from the NRC/GPO Sales Program: formal NRC staff and contractor reports, NRC-sponsored conference proceedings, and NRC booklets and brochures. Also available are Regulatory Guides, NRC regulations in the Code of Federal Regulations, and Nuclear Regulatory Commission Issuances.

Documents available from the National Technical Information Service include NUREG series reports and technical reports prepared by other federal agencies and reports prepared by the Atomic Energy Commission, forerunner agency to the Nuclear Regulatory Commission.

Documents available from public and special technical libraries include all open literature items, such as books, journal and periodical articles, and transactions. Federal Register notices, federal and state legislation, and congressional reports can usually be obtained from these libraries.

Documents such as theses, dissertations, foreign reports and translations, and non-NRC conference proceedings are available for purchase from the organization sponsoring the publication cited.

Single copies of NRC draft reports are available free, to the extent of supply, upon written request to the Division of Technical Information and Document Control, U.S. Nuclear Regulatory Commission, Washington, DC 20555.

Copies of industry codes and standards used in a substantive manner in the NRC regulatory process are maintained at the NRC Library, 7920 Norfolk Avenue, Bethesda, Maryland, and are available there for reference use by the public. Codes and standards are usually copyrighted and may be purchased from the originating organization or, if they are American National Standards, from the American National Standards Institute, 1430 Broadway, New York, NY 10018.

GPO Printed copy price: _____

EXHIBIT 7
 NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET

NRC FORM 335 12-84 NRC 1102 335-1-335 SEE INSTRUCTIONS ON THE REVERSE		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER (Assigned by NRC and the Office)
2. TITLE AND SUBTITLE			3. LEAVE BLANK	
			4. DATE REPORT COMPLETED MONTH YEAR	
5. AUTHOR(S)			6. DATE REPORT ISSUED MONTH YEAR	
			7. PERFORMING ORGANIZATION NAME AND MAILING ADDRESS (Include Zip Code)	
10. SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include Zip Code)			8. PROJECT/TASK WORK UNIT NUMBER	
			9. FUND GRANT NUMBER	
12. SUPPLEMENTARY NOTES			11a. TYPE OF REPORT	
			b. PERIOD COVERED (Indicate in 999)	
13. ABSTRACT (200 words or less)				
14. DOCUMENT ANALYSIS - 4 KEYWORDS-DESCRIPTORS			15. AVAILABILITY STATEMENTS	
			16. SECURITY CLASSIFICATION (For apps) (For report)	
5. IDENTIFIERS/OPEN ENDED TERMS			17. NUMBER OF PAGES	
			18. PRICE	

EXHIBIT 7 (Continued)
BACK OF NRC FORM 335

DO NOT PRINT THESE INSTRUCTIONS AS A PAGE IN THE NUREG REPORT

INSTRUCTIONS

NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1974 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report shall carry a unique alphanumeric designation (NUREG) assigned by the Division of Technical Information and Document Control, ADM, in accordance with American National Standard ANSI Z39.23-1974, Technical Report Number (STRN). Use uppercase letters, Arabic numerals, dashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/BR-0010. For reports in a series add Vol., Supp., Revision, and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG number, e.g., PNL-XXXX, SANDXX-XXXX, SA1-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report, including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initialisms in titles; may be added in parenthesis.
3. **LEAVE BLANK.**
4. **DATE REPORT COMPLETED.** Each report shall carry a date indicating month and year project/task completed.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe, J. Robert Doe). List author's affiliation if it is different from the performing organization.
6. **DATE REPORT ISSUED.** Each report shall carry a date indicating month and year published.
7. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, ST, ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
8. **PROJECT/TASK/WORK UNIT NUMBER.** Use the project, task and work unit numbers under which the report was prepared (if any).
9. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
10. **SPONSORING ORGANIZATION.** List NRC Division, Office, U.S. Nuclear Regulatory Commission, Washington, DC 20555.
11. a. **TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, quarterly, etc., and, if applicable, inclusive dates.
b. **PERIOD COVERED.**
12. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as Prepared in cooperation with Presented at conference of To be published Docket No. When a report is revised, indicate whether the new report supersedes or supplements the older report.
13. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes, mention it here. Abstract is to be prepared by author or project manager.
14. **DOCUMENT ANALYSIS**
 - a. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC-700R R-5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
 - b. **IDENTIFIERS AND OPEN-ENDED TERMS.** Use identifiers for project names, code names, equipment designators, etc. Use open-ended (keyword) terms written in descriptor form (14a) for those subjects for which no descriptor exists in the thesaurus.
15. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
16. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
17. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
18. **PRICE.** Leave blank. (Added by NTIS)

PART III

UNCLASSIFIED TECHNICAL LETTER REPORTS

A. FORMAT

1. Applicability

- a. The requirements of this part apply to unclassified contractor technical letter reports. (See Part I.A for definition.)
- b. 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. Requirements

Technical letter reports are prepared, duplicated and distributed in accordance with the requirements of the Statement of Work in the contract or in the Standard Order for DOE Work. Each such report must be identified with the financial number (FIN) assigned to the project. The number of copies to be prepared and the distribution of those copies will be specified by the project manager. If unclassified and non-sensitive, the NRC project manager is responsible for making such reports available in the NRC Public Document Room (PDR) by sending them to the PDR through the NRC Document Control System.

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.

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 project manager shall consider the patent implications.

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 technical letter reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the project manager must work with the Division of Security to establish the appropriate security procedures and inform the contractor of such procedures. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

PART IV

UNCLASSIFIED FORMAL REPORTS TO BE PRINTED FOR THE NRC
OFFICE OF NUCLEAR REGULATORY RESEARCH BY DOE
LABORATORIES 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 DOE Laboratories and their contractors who print regulatory and technical reports required by NRC. (See also Chapter NRC-1102).
- b. With respect to sensitive unclassified and classified reports the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 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. Front Cover and Title Page

- a. Separate covers (of different paper than that of the text) and title page 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 typeface 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 Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that document. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may

*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."

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

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

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

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

When a report 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 report 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 report.
- (b) When a report is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of report (e.g., annual report, final report, 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 report.
- (b) Authors may be identified on backstrips (spines) of bound volumes.

(4) Organization Identification

- (a) On the cover, provide the name of the contractor responsible for preparing the report, followed by "Prepared for the U.S. Nuclear Regulatory Commission."

- (b) On the title page, provide information of the type illustrated in Exhibit 4.

Basis for Report Dates(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 report 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 reports will be made available for sale by NRC and NTIS. The statement shown in Exhibit 6 is required on the inside of the front cover.

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. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.*

* 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.

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material are provided in NUREG-0650, "Technical Writing Style Guide," published in November 1979 (see Appendix A, pp. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

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 DOE Operations Office responsible for the contractor should perform the patent review. The results of such review shall be reported by the contractor on NRC Form 426A in item 11 (Exhibit 5).

2. Security Review

In most cases, reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the NRC project manager must work with the Division of Security to establish the appropriate classification procedures and inform the contractor. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Contractor reports may be printed only by a JCP-authorized printing plant and then only if prepared for the NRC Office of Nuclear Regulatory Research. Reports printed by the contractor and one reproducible master shall be submitted to the Division of Technical Information and Document Control, with completed NRC Form 426A. The number of copies specified by the Statement of Work for standard and incidental distribution shall be provided. The appropriate identifying number (NUREG/CR-__) may be obtained as discussed in Section A.2.b.(1).

2. Reprinting

Requests for reprinting of any report at NRC expense subsequent to the initial printing requires approval of the Division of Technical Information and Document Control. The request shall include a written justification and the project managers approval for the reprinting, along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by a contractor official authorized by the project manager. Such authorization shall be reported in writing to the Division of Technical Information and Document Control.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

The Division of Technical Information and Document Control will arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

Distribution of sensitive (unclassified) and classified reports will be made by the NRC project manager on a case-by-case basis.

PART V

REPORTS CONTAINING SENSITIVE UNCLASSIFIED
AND CLASSIFIED INFORMATION

A. APPLICABILITY

These procedures and exhibits of this part apply to sensitive unclassified and classified reports prepared by NRC contractors. These reports include those designated:

Official Use Only
Limited Official Use
Proprietary Information
Safeguards Information
Confidential
Secret
Top Secret

Only sufficient information is presented here to aid in the preparation of the properly marked covers, title pages, back covers, and text pages. Details of the NRC Security Program and specific provisions for determining when to use the markings exhibited are contained in NRC Appendix 2101.

The reports covered are defined as sensitive unclassified or classified. Sensitive unclassified information refers to information designated Official Use Only, Limited Official Use, and Proprietary Information. Sensitive unclassified information also includes Safeguards Information that must be protected from unauthorized disclosure pursuant to 10 CFR 73.21 and Section 147 of the Atomic Energy Act of 1954, as amended, information withheld from public dissemination under the Freedom of Information Act or Privacy Act, and information not to be exported to or disclosed to foreign countries.

Classified information as used in this part includes Restricted Data, Formerly Restricted Data or National Security Information that requires protection in one of the three classification categories described in Executive Order 12356: Top Secret, Secret or Confidential.

The uses of each of the sensitive unclassified and classified categories and the markings required on reports are discussed and exhibited in the following sections. All sensitive unclassified and classified reports are to be sent directly to the project manager.

B. OFFICIAL USE ONLY AND LIMITED OFFICIAL USE INFORMATION

NRC regulations require an Official Use Only marking to be placed on a report only when the originator or other holder believes the marking is

essential to ensure proper handling. Reports designated Official Use Only will contain only unclassified information originated by or furnished to an NRC contractor which is to be withheld from public disclosure. The report on which the marking appears must be reviewed at the time a request for release is received to determine its releasability. The Official Use Only marking is notice of the originator's determination of the applicability of an exemption under the Freedom of Information Act or Privacy Act or both at the time of origination.

Official Use Only NRC contractor reports shall be marked as shown in Exhibits 8 through 10.

Limited Official Use information is information originated by the U.S. Department of State. A report originated by an NRC contractor that contains Limited Official Use information shall be marked as shown in Exhibits 11 through 13.

Procedures for reproducing, transmitting, protecting, and handling reports containing Official Use Only and Limited Official Use information and removing such reports from those categories are detailed in NRC Appendix 2101.

C. PROPRIETARY INFORMATION

Proprietary information is a specific type of Official Use Only information. Proprietary information includes:

1. trade secrets.
2. privileged or confidential research, development, commercial or financial information exempt from mandatory disclosure under 10 CFR Part 2, "Rules of Practice for Domestic Licensing Proceedings," Sections 2.740 and 2.790 and under 10 CFR Part 9, "Public Records," Section 9.5, "Exemptions."
3. information submitted in confidence to NRC by a foreign source, which has been determined by NRC to be unclassified.

Unclassified NRC contractor reports containing proprietary information shall be marked as shown in Exhibits 14 through 18. In each instance, the optional wording that describes the material being presented should be selected.

If a report contains both Official Use Only information and proprietary information, the front cover shall be marked as proprietary information and may also be marked as Official Use Only information, if necessary. Pages in the report that contain proprietary information may be marked accordingly, including, marginal or other indicators of the specific wording that is proprietary. Similarly, the pages that contain Official Use Only information without proprietary information may be marked Official Use Only

Procedures for reproducing, transmitting, protecting and handling proprietary information reports and removing them from the proprietary information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 19) is to be placed on each hard copy of a report containing proprietary information.

D. SAFEGUARDS INFORMATION

Safeguards information may be of three types: (1) classified information, which is marked and handled as indicated in Section E, (2) unclassified information restricted under Section 147 of the Atomic Energy Act, which is marked and handled as described in this Section, and (3) unclassified information, which is publicly available and handled as indicated in Parts I through IV.

The safeguards information that is to be protected as described here is unclassified information used in a report which specifically identifies certain licensee's or applicant's detailed:

1. security measures for the physical protection of special nuclear material
2. security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities.

Unclassified NRC contractor reports containing safeguards information that is to be protected shall be marked as shown in Exhibits 20 through 22.

Procedures for reproducing, transmitting, protecting, and handling safeguards information reports and removing them from the safeguards information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 2) is to be placed on each hard copy of a report containing safeguard information.

E. CLASSIFIED INFORMATION

Classified information is limited to Restricted Data, Formerly Restricted Data and National Security Information. The procedures for making classification determinations and for marking, reproducing, transmitting, protecting, and handling reports containing classified information and removing such reports from classified categories are detailed in NRC Appendix 2101. These procedures are too complex for summarizing here.

Classification determinations regarding NRC information may be made solely by authorized classifiers designated by NRC or DOE. Authorized classifiers are responsible for insuring that reports they determine to be classified are marked and protected in accordance with the provisions of NRC Appendix 2101.

It is important to note that information may not be classified in order to prevent or delay the release of information that does not require protection in the interest of national security. Basic scientific research information not clearly related to national security may not be classified.

EXHIBIT 8
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY

NUREG/CR-XXXX (S)

Title
Subtitle and Type of Report

Author(s), Editor(s)
Contractor
Prepared for
U.S. Nuclear Regulatory Commission

WITHHOLD FROM PUBLIC DISCLOSURE

OFFICIAL USE ONLY

EXHIBIT 9
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY

NUREG/CR-XXXX (S)

Title
Subtitle and Type of Report

Manuscript Completed: (date)
Date Published: (month, year)
Author(s): Editor(s)
Contractor name and address

Prepared for
Division
Office
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555
NRC File No.

OFFICIAL USE ONLY

EXHIBIT 10
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY

OFFICIAL USE ONLY

EXHIBIT 11
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE

NUREG/CR-XXXX (S)

Title
Subtitle and Type of Report

Author(s), Editor(s)
Contractor
Prepared for
U.S. Nuclear Regulatory Commission

WITHHOLD FROM PUBLIC DISCLOSURE

LIMITED OFFICIAL USE

EXHIBIT 12
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE	
NUREG/CR-XXXX (S)	
Title	
Subtitle and Type of Report	
Manuscript Completed: (date)	
Date Published: (month, year)	
Author(s): Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U.S. Nuclear Regulatory Commission	
Washington, D.C. 20555	
NRC File No.	
LIMITED OFFICIAL USE	

EXHIBIT 13
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE

LIMITED OFFICIAL USE

EXHIBIT 14
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

PROPRIETARY INFORMATION

NUREG/CR-XXXX (P)

Title
Subtitle and Type of Report

Author(s), Editor(s)
Contractor
Prepared for
U. S. Nuclear Regulatory Commission

TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL;
COMMERCIAL OR FINANCIAL INFORMATION

The document contains information
submitted to NRC by

(Name of Company and Name of Submitter)

which has been determined (which is claimed)
to be proprietary in accordance with 10CFR
2.790 (b); 10CFR § 5; 10CFR Part 21) and is
exempt from mandatory public disclosure pur-
suant to 10CFR Part 8

WITHHOLD FROM PUBLIC DISCLOSURE

(Signature, Title and Office) (Date)

PROPRIETARY INFORMATION

EXHIBIT 15
SAMPLE COVER PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE

PROPRIETARY INFORMATION	
NUREG/CR XXXX (P)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor Prepared for U.S. Nuclear Regulatory Commission	
FOREIGN INFORMATION	
This document contains information submitted to NRC by	
_____ Name of Company and Name of Submitter which is described in 10CFR 2.790 (d)(2) and is exempt from mandatory public disclosure pursuant to 10CFR Part 9	
WITHHOLD FROM PUBLIC DISCLOSURE	
_____ Signature Title and Office (Date)	
PROPRIETARY INFORMATION	

EXHIBIT 16
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

PROPRIETARY INFORMATION	
NUREG/CR-XXXX (P)	
Title	
Subtitle and Type of Report	
Manuscript Completed (date)	
Date Published (month, year)	
Author(s), Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U.S. Nuclear Regulatory Commission	
Washington, D.C. 20555	
NRC File No.	
TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL COMMERCIAL OR FINANCIAL INFORMATION	
This document contains information submitted to NRC by	
_____ (Name of Company and Name of Submitter)	
which has been determined (which is claimed) to be proprietary in accordance with 10CFR 2.790 (b) (10CFR 9.5) (10CFR Part 21) and is exempt from mandatory public disclosure pur- suant to 10CFR Part 9	
WITHHOLD FROM PUBLIC DISCLOSURE	
_____ (Signature, Title and Office) (Date)	
PROPRIETARY INFORMATION	

EXHIBIT 17
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE

PROPRIETARY INFORMATION

NUREG/CR-XXXX (P)

Title

Subtitle and Type of Report

Manuscript Completed (date)
Date Published (month, year)

Author(s), Editor(s)

Manuscript Completed (date)
Date Published (month, year)

Author(s), Editor(s)
Contractor name and address

Prepared for
Division
Office
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555
NRC File No.

FOREIGN INFORMATION

This document contains information
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WITHHOLD FROM PUBLIC DISCLOSURE

Signature, Title and Office (Date)

PROPRIETARY INFORMATION

EXHIBIT 18
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

EXHIBIT 19
COVER SHEET FOR REPORT CONTAINING PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

NOTICE

THE ATTACHED DOCUMENT CONTAINS "PROPRIETARY INFORMATION" AND SHOULD BE HANDLED AS NRC "OFFICIAL USE ONLY" INFORMATION. IT SHOULD NOT BE DISCUSSED OR MADE AVAILABLE TO ANY PERSON NOT REQUIRING SUCH INFORMATION IN THE COURSE OF OFFICIAL BUSINESS AND SHOULD BE STORED, TRANSFERRED, AND DISPOSED OF BY EACH RECIPIENT IN A MANNER WHICH WILL ASSURE THAT ITS CONTENTS ARE NOT MADE AVAILABLE TO UNAUTHORIZED PERSONS.

COPY: _____
DOCKET NO. _____
CONTROL: _____
REPORT: _____
REC'D W/LTR DTD. _____

PROPRIETARY INFORMATION

Approved: December 10, 1980

Approved: August 29, 1984

EXHIBIT 20
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

NUREG/CR-XXXX (SG)

Title
Subtitle and Type of Report

Author(s), Editor(s)
Contractor

Prepared for
U. S. Nuclear Regulatory Commission

The determination that this document contains
safeguards information was made by

(Name) (Title) (Organization) (Date)

Violation of protection requirements of 10CFR
73.21 subject to civil or criminal penalties

SAFEGUARDS INFORMATION

EXHIBIT 21
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

NUREG/CR-XXXX (SG)

Title

Subtitle and Type of Report

Manuscript Completed: (date)
Date Published: (month, year)

Author(s), Editor(s)
Contractor name and address

Prepared for
Division
Office
U. S. Nuclear Regulatory Commission
Washington, D. C. 20555
NRC FIR No.

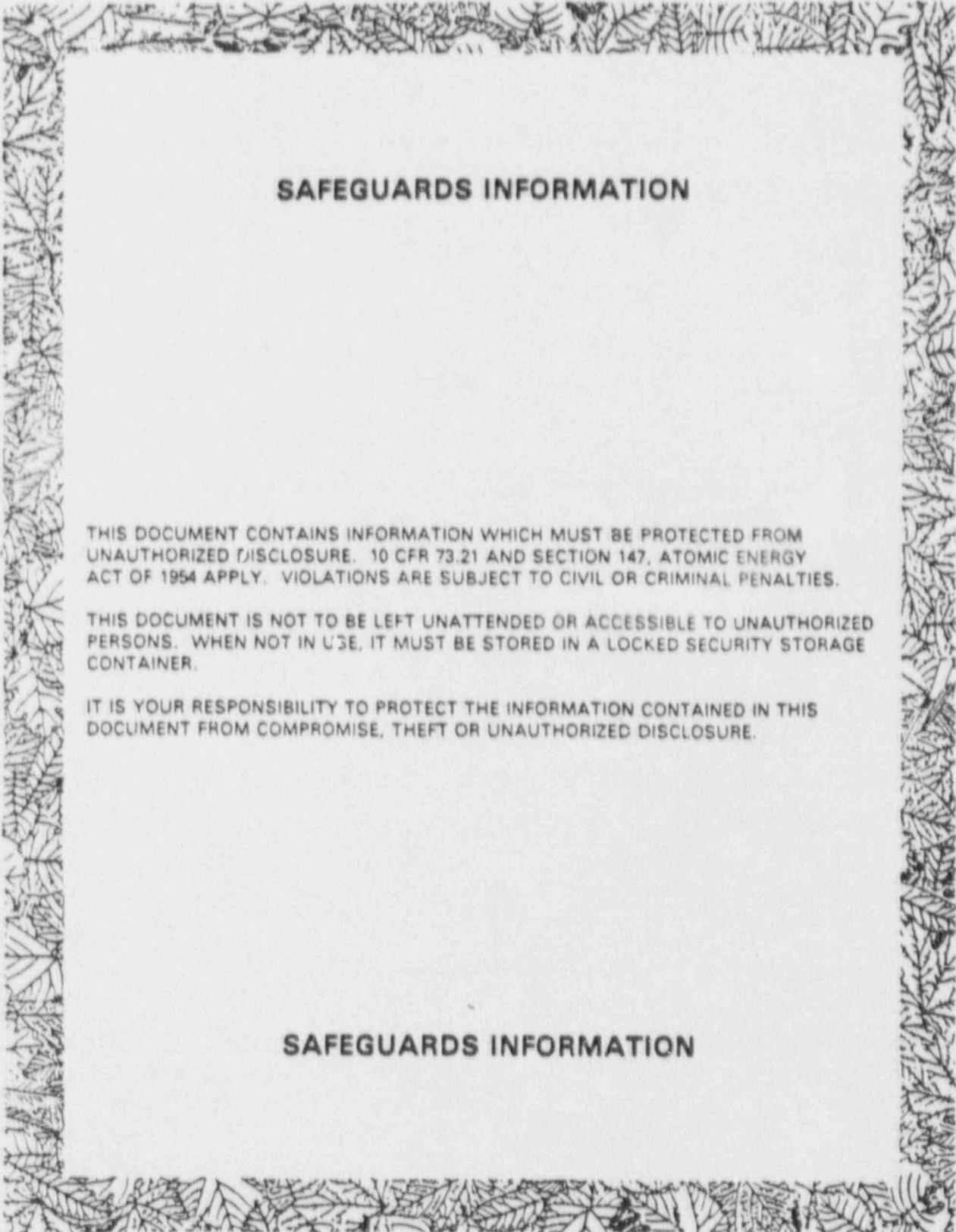
SAFEGUARDS INFORMATION

EXHIBIT 22
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

EXHIBIT 23
COVER SHEET FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION



SAFEGUARDS INFORMATION

THIS DOCUMENT CONTAINS INFORMATION WHICH MUST BE PROTECTED FROM UNAUTHORIZED DISCLOSURE. 10 CFR 73.21 AND SECTION 147, ATOMIC ENERGY ACT OF 1954 APPLY. VIOLATIONS ARE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

THIS DOCUMENT IS NOT TO BE LEFT UNATTENDED OR ACCESSIBLE TO UNAUTHORIZED PERSONS. WHEN NOT IN USE, IT MUST BE STORED IN A LOCKED SECURITY STORAGE CONTAINER.

IT IS YOUR RESPONSIBILITY TO PROTECT THE INFORMATION CONTAINED IN THIS DOCUMENT FROM COMPROMISE, THEFT OR UNAUTHORIZED DISCLOSURE.

SAFEGUARDS INFORMATION

PART VI

HANDLING OF UNCLASSIFIED INFORMATION ON NRC COOPERATIVE PROGRAMS WITH FOREIGN GOVERNMENTS AND ORGANIZATIONS AND WITH U.S. INDUSTRY

The Nuclear Regulatory Commission has requested that its Program Offices establish, to the extent feasible, cooperative nuclear safety research programs that involve either or both U.S. industry and foreign governments and organizations. Such involvement includes monetary contributions, information exchange, and comments on program plans and results. This is authorized in 42 U.S.C. 5801. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified information from NRC to participants. These procedures apply only to NRC-managed work not programatically funded by DOE.

The interests of all NRC cooperative nuclear safety research program participants are served best by early, rapid dissemination for comment of information on these programs developed for NRC by NRC contractors. This can be accomplished by distribution of "Draft Preliminary Reports (or Codes)" for comment for a specified period of time, followed by issue as formal NUREG/CR reports, with the concurrence of the participants. Specific procedures for accomplishing these goals and for transmitting information prepared by the NRC and DOE facilities and contractors and their subcontractors working on these programs are presented in the following sections. The procedures detailed here have been agreed to by DOE and have been provided to the responsible DOE Operations Officers and NRC Program and Project Managers as guidance.

A. PREPARATION OF DRAFT PRELIMINARY REPORTS FOR COMMENT

The first issuance of information by a contractor shall be designated "Draft Preliminary Report (or Code)," and shall include the cover sheet shown in Exhibit 24.

The following notice is to be printed on the bottom of the cover sheet (Exhibit 24):

NOTICE

THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not have received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

This notice has been agreed to by the legal staffs of both NRC and DOE and is not to be added to or changed. Any problem in this regard shall be brought to the attention of the NRC project manager, who will consult with the NRC legal staff.

The "Draft Preliminary Report (or Code)" shall be submitted by first class or express mail by the contractor to the NRC project manager, with the letter shown in Exhibit 25, in the number of copies specified by the project manager (in most instances this will be fewer than 20 copies). The contractor (DOE facility, contractor or subcontractor or other contractor) may retain copies only for internal use. DOE facilities and contractors and their subcontractors shall not distribute copies of this draft report to DOE/TIDC. Draft reports may be distributed to interested DOE program offices. Subsequent issues of the information shall also be designated "Draft Preliminary Report (or Code)" until the NRC project manager authorizes preparation of a NUREG/CR report.

"Draft Preliminary Reports (or Codes)" shall not be identified as NUREG/CR reports or carry any contractor report number or NRC distribution codes.

B. DISTRIBUTION BY NRC PROJECT MANAGERS

The NRC project manager will distribute the copies received only to (1) the participants in the program, (2) the NRC staff with a need-to-know, and (3) others authorized by the program or project manager. Transmittal to participants shall be by first class or express mail, including air mail to foreign participants. If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC-0255-058 and NRC Appendix 0255, Part V, Annex A)

C. COMMENT PERIOD AND ISSUANCE OF NUREG/CR REPORT

A minimum of six months will be allowed for comments and resolution of comments. At the end of the comment period, the NRC project manager shall, with the concurrence of the participants, authorize the contractor to issue the information as a NUREG/CR report in accordance with the provisions of this Chapter.

D. REPORT IDENTIFIERS

The "Draft Preliminary Reports (or Codes)" will be uniquely identified only by the Financial Identification Number (FIN) assigned by NRC and

the appropriate periodic notation, if any, included in the title (Exhibit 24). They shall not be given standard report nomenclature until the NRC project manager authorizes publication as a NUREG/CR report. At that time, the contractor may add its own designation below the NUREG/CR number, as shown in Exhibits 3 and 4.

E. MAILING TO PROGRAM PARTICIPANTS

The physical transmission of reports from NRC to program participants shall be handled by the Document Management Branch (DMB), Division of Technical Information and Document Control (TIDC), based on address labels of participants supplied by the project manager. The transmittal sheet shown in Exhibit 26 shall be used to transmit the documents and the labels to DMB.

F. SECURITY

If information included in the report or code has been determined to be sensitive unclassified or classified information (see statement of work) the procedures of Part V also apply. The report (or code) may not be classified solely for the purpose of limiting distribution to the participants.

EXHIBIT 24
SAMPLE COVER FOR A DRAFT PRELIMINARY REPORT (CODE)
FOR COMMENT

DRAFT PRELIMINARY REPORT (CODE) FOR COMMENT

FIN NO. _____

Title of Program

Subtitle for This Report, Including
Appropriate Periodic Notation, If Any
(e.g., First Quarter, Issue No. 1)

Prepared by (Name of DOE Facility, Contractor and/or
Subcontractors, if any)

for

U.S. Nuclear Regulatory Commission

NOTICE

THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

**EXHIBIT 25
TRANSMITTAL LETTER FROM CONTRACTOR TO NRC PROJECT
MANAGER FOR DRAFT PRELIMINARY REPORT**

TO: NRC Project Manager
SUBJECT: DRAFT PRELIMINARY REPORT (CODE) ON
(PROGRAM TITLE) FOR COMMENT

The enclosed "Draft Preliminary Report (Code)" is being submitted for comment. It is our understanding that the comment period shall extend six months from the date of mailing of the draft to the participants. Upon resolution of the comments after that period and with concurrence of the cooperative program participants, the NRC Program Manager will authorize publication of this report in the NUREG/CR series under the provisions of NRC Manual Chapter 1102 or 3202.

DOE Facility or Contractor Representative

EXHIBIT 26

TRANSMITTAL SHEET FOR REQUESTING
MAILING TO COOPERATIVE PROGRAM
PARTICIPANTS

Recipients: Addresses on attached labels

Method of Mailing:

- First Class Postal Service to U. S. addresses
- Express mail to U. S. addresses*
- Air mail to foreign addresses*
- Surface mail to foreign addresses
(may require up to three (3) months)

THIS MAILING CONTAINS NO PROPRIETARY INFORMATION OR OTHER
SENSITIVE UNCLASSIFIED INFORMATION

Special Instructions:

Individual Requesting Mailing:

Project Manager or High Authority

Enclosures:

1. Address labels
2. Documents to be mailed

*If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC 0255-058 and NRC Appendix 0255, Part V, Annex A)

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER NRC-3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL ARTICLES
AND PRESS OR OTHER MEDIA RELEASES ON REGULATORY AND
TECHNICAL SUBJECTS

SUPERSEDED:

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

TRANSMITTED:

	Number	Date
TN	3200-17	9/30/82
Chapter	NRC-3206	_____
Page	-047	_____
	_____	_____
	_____	_____
Appendix	_____	_____

REMARKS:

Please make the following pen-and-ink change to Chapter 3206-0411,
(Public Availability), on the fifth line :

Between the words "the" and "journal" insert Division of Technical
Information and Document Control for processing at the time it is
submitted to the"

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER NRC-3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES ON
REGULATORY AND TECHNICAL SUBJECTS

SUPERSEDED:

TRANSMITTED:

	Number	Date		Number	Date
Chapter	<u>NRC-3206</u>	<u>4/30/79</u>	TN	<u>3200-16</u>	
Page	<u> </u>	<u> </u>	Chapter	<u>NRC-3206</u>	<u>7/7/82</u>
	<u> </u>	<u> </u>	Page	<u> </u>	<u> </u>
Appendix	<u>NRC-3206</u>	<u>4/30/79</u>	Appendix	<u>NRC-3206</u>	<u>7/7/82</u>

REMARKS:

This chapter and appendix are revised to include:

1. provision for payment of travel costs associated with presentation of papers.
2. a responsibility statement for the Office of Public Affairs.
3. conditions for review and approval or disapproval of open literature publications or presentation of papers in place of or in addition to required technical reports. These conditions make it possible for a project manager to disapprove or delay presentation or publication of papers on information subject to Commission approval which has not been ruled upon or has been disapproved.
4. policy and procedures to assure prior coordination with the project manager of any proposed press or other media releases regarding NRC work.
5. Part I of previous Appendix 3206 has been renumbered Part II. New Part I covers guidelines for determining whether reporting by means of papers and journal articles will be authorized and whether press or other media releases will be approved.

U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

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

ADM

CHAPTER 3206 NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL ARTICLES
AND PRESS OR OTHER MEDIA RELEASES ON REGULATORY AND
TECHNICAL SUBJECTS

3206-01 COVERAGE

This chapter covers the NRC responsibilities and procedures for (a) authorization of contractor reporting by means of papers, journal articles and press or other media releases; (b) payment of page charges for publication of summaries or abstracts of papers in transactions or proceedings or for publication of complete papers in journals or proceedings; (c) payment of travel costs associated with press papers; and (d) disclosure requirements.

This chapter does not cover speeches and papers by NRC staff, members of NRC Boards, Panels, and Advisory Committees, and the Commissioners. Further, it does not cover speeches and papers by contractor personnel presented at formal or informal NRC meetings (including those to which applicants, vendors or other contractors may be invited), or meetings of informal work groups with or without participation of other non-NRC personnel.

For the purposes of this chapter, the term contractor includes organizations performing work for NRC under contract or under or pursuant to interagency agreements.

3206-02 OBJECTIVES

021 To encourage presentation of information on NRC-sponsored research and technical programs in papers at meetings of professional societies, and by publication of articles in professional journals.

022 To provide uniform procedures for authorizing and reviewing papers and journal articles prepared by NRC contractors.

023 To provide procedures for paying page charges.

024 To establish recording and disclosure requirements and responsibilities for public availability.

025 To provide assurance that national security, patent rights, and commercial proprietary rights are not compromised by presentation or publication of papers and journal articles.

026 To provide for coordination of press or other media releases.

Approved: July 7, 1982

3206-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration, develops and maintains, in consultation with Directors of Offices, NRC policies, standards, procedures, and guides for the publication and disclosure of NRC contractor papers and journal articles.

032 The Director, Division of Technical Information and Document Control:

- a. establishes procedures for recording reviews and approvals and for publication and disclosure of NRC contractor papers and journal articles
- b. maintains records of papers and journal articles, and announces their public availability.
- c. assists NRC contracting officers and project managers, as requested, in advising contractors regarding the preparation of papers (including hand-outs), journal articles, and press or other media releases, and in meeting the requirements of conference, symposium, and meeting sponsors, as well as the NRC requirements for recording and disclosure.

033 Directors of Offices and Regional Administrators:

- a. establish procedures for determining whether reporting by means of papers, journal articles and press or other media releases will be authorized (see appendix for Guidelines).
- b. designate contractor officials who, if any, are authorized to sign NRC Form 426A to certify that the papers or journal articles are authorized by NRC and that the appropriate peer review for technical content has been made.
- c. designate contractor officials to review content of papers and journal articles for material that might compromise commercial proprietary rights.

034 The Executive Legal Director provides legal review and advice on questions regarding inventions, patents and copyright considerations, unless the work being reported is contractually managed through another Government agency (e.g., DOE laboratories). (See Chapter NRC-1102, Exhibit 4, Sec. 12.)

035 The Director, Division of Contracts, establishes in consultation with project manager the terms and conditions of contracts as they pertain to papers, journal articles, and press or other media releases.

036 The Director, Division of Security, provides classification review of papers and journal articles, as required, to assure protection of classified information. It is the responsibility of the author and the contractor to protect classified information.

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
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NRC-3206-037

037 The Director, Office of Public Affairs, upon request of project manager, reviews proposed contractor's press or other media releases for appropriateness.

3205-04 DEFINITIONS (for purposes of this chapter)*

041 Conference. Any formal national or international public meeting of interest to NRC convened for the interchange of views and information on the programmatic (including reactor safety technology), management, and administrative aspects of the regulatory process and related confirmatory research. Such meetings are typically characterized by formal agendas and the issuance of invitations. The publication and distribution of transactions or proceedings may be involved. Press conferences, formal or informal NRC staff meetings (including those to which applicants, vendors, constructors, or other contractors may be invited), and meetings of informal working groups and standards committees, with or without participation of other non-NRC personnel, are not included in this definition.

042 Conference sponsor. A body which assumes responsibility for organizing a conference. It may be a U.S. national, public, or private organization, or a foreign national or international group.

043 Disclosure requirements. Pre- and post-conference, symposium, meeting requirements for availability of speeches and papers to conference participants (see handouts) and to the public (see public availability).

044 Hand-outs. Copies of the paper on which a speech is based that are made available to the audience at the time the speech is made.

045 Journals. Publications of technical and professional societies that accept complete papers (articles) for publication. Most journals require review and acceptance by their own reviewers (peers, referees) and editorial board prior to publication. They may also assess page charges. Many will not accept papers previously published in any type of formal document that is publicly available. Special provisions for this type of publication by government employees and their contractors were established in a Federal Register notice, filed November 18, 1974 (Federal Register, Vol. 39, No. 224, Tuesday, November 19, 1974). This notice of policy of the Federal Council for Science and Technology on page charges establishes the following criteria for use by Government agencies in honoring page-charge bills (invoices) submitted by journal publishers: "(1) The research papers report work supported by the Government. (2) Mandatory or voluntary page-charge policies are acceptable, provided that the page-charge policy of the publication is administered impartially for Government sponsored research reports. (3) The journals involved are not operated for profit." Before submission of papers for publication, authors should inquire about page charges.

046 Meetings. In this context, meetings are synonymous with conferences and symposiums.

*Words underscored in definitions are defined in this alphabetical list of definitions.

Approved: July 7, 1982

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
ON REGULATORY AND TECHNICAL SUBJECTS

NRC-3206-047

047 NRC Project Manager. The NRC individual responsible for the performance of a consultant or contractor and his subcontractor or work performed under or pursuant to an interagency agreement.

048 Page Charges. The charges typically assessed by professional societies and journals for publication of abstracts, summaries, or complete papers in transactions, proceedings, and journals. Payment of the page charges usually assures delivery of 50 or more free copies of the published paper to the author.

049 Papers. The formal, written transcript of a speech or a formal, written report suitable for publication in transactions, proceedings, and journals following peer review and acceptance by the conference sponsors or a journal.

0410 Proceedings. Publications prepared by or for conference, symposium, or meeting sponsors to record the information presented at the conference. Submission of a complete paper for such publication may be mandatory or voluntary and the papers may be required to be in camera-ready copy, may be composed from draft copy, or may be edited and composed, depending on the requirements of the conference sponsor and the publisher. Such publications may require peer review and modifications for acceptance and the payment of page charges. Information on all these aspects of publication should be available to the contributor in advance of the conference.

0411 Public availability. Unclassified papers and journal articles (papers) must be made publicly available. Because of the long time that may occur between the time a journal article or a paper for a conference proceeding that is to be copyrighted and published commercially is accepted and printed, the final draft or preprint must be submitted to the journal or commercial publisher. When the journal article or conference proceedings document is published, the draft must be replaced with a copy of the article or paper by sending two author's copies, properly identified, to the Division of Technical Information and Document Control. (See appendix.)

0412 Speeches. The verbal presentation of a paper. The paper may or may not be published in the open literature, but if presented in lieu of a formal report two copies must be submitted with a completed NRC Form 426 to the NRC Division of Technical Information and Document Control for recording, announcing, and transmitting to the NRC-PDR.

0413 Symposiums. In this context, symposiums are synonymous with conferences and meetings.

0414 Transactions. Publications prepared by or for conference, symposium or meeting sponsors to record abstracts or summaries of papers to be presented at conferences. For such publications, abstracts and summaries submitted in advance of the conference, symposium or meeting are subjected to peer review and program review for acceptance for presentation at the conference, symposium, or meeting. Transactions are normally available to participants before or at the meeting, but they may be distributed after the meeting. Usually, conferences for which transactions are prepared are not recorded in

NRC CONTRACTOR UNCLASSIFIED PAPERS, JOURNAL
ARTICLES AND PRESS OR OTHER MEDIA RELEASES
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NRC-3206-05

proceedings. If the author desires publication of his complete paper, he must submit it to a journal for consideration.

3206-05 BASIC REQUIREMENTS

051 Applicability. The provisions of this chapter and its appendix apply to all contractors of NRC, with the exception of contractors of NRC Boards, Panels, Advisory Committees and the Commissioners.

052 Appendix 3206. Procedures for preparation, recording, and disclosing papers for conferences, symposiums, meetings, and journals are presented in the appendix to this chapter.

3206-06 REFERENCES

061 Chapter NRC-3205. NRC Staff Speeches, Papers, and Journal Articles on Regulatory and Technical Subjects.

062 Chapter NRC-3207. Conferences and Conference Proceedings.

063 Chapter NRC-3202. Publication of Unclassified Regulatory and Technical Reports Prepared by NRC Contractors, Including Reports Prepared Under or Pursuant to Interagency Agreements.

064 Chapter NRC-1102. Procedure for Placement of Work with DOE.

065 Federal Register, Vol. 39, No. 224, Tuesday, November 19, 1974, "Federal Council for Science and Technology, Notice of Policy on Page Charges."

066 Title 17, United States Code, entitled "Copyrights" (Public Law 94-553).

PART I

GUIDELINES FOR DETERMINING WHETHER REPORTING BY MEANS OF
PAPERS AND JOURNAL ARTICLES WILL BE AUTHORIZED AND
WHETHER PRESS OR OTHER MEDIA RELEASES WILL BE APPROVED

- A. Authorization in Statement of Work As set forth in the Objectives (3206-02), the reporting of technical and regulatory work being performed for NRC by means of papers and journal articles is encouraged. If such reporting is to be authorized in lieu of submitting formal reports, state the following in the contract or statement of work:

The contractor's investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work.

If the NRC project manager wants to review the paper or journal article prior to presentation or submission for publication, state this in the statement of work, as follows:

The contractor's investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project manager in draft form and agreement has been reached on the content.

If agreement is not reached, NRC may also ask that the paper include, in addition to the standard statement "Work supported by the U.S. Nuclear Regulatory Commission," any caveats deemed necessary to cover the NRC objections. If the NRC objections cannot be covered in this manner, NRC can refuse to authorize publication in the open literature and/or presentation of papers.

In the latter case NRC will inform the contractor of this decision in the same manner as for reports (see Chapter NRC-3202). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

If the contractor proposes to publish in the open literature or present the information at meetings in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC project manager. The NRC project manager shall either approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, a project manager may disapprove or delay presentation or publication of papers on information that is subject to Commissioner approval that has not been ruled upon or which has been disapproved.

Presentations or publication in the open literature of papers or data based on reports already approved by NRC as formal final reports do not require NRC approval.

- B. Page Charges. If page charges are involved, they may be paid from the contract funds if authorized by the program manager. (See Definitions, 045 Journals, for Federal Policy on page charges.)
- C. Travel Costs. If presentation of a paper at a public association meeting has been authorized in the statement of work, the NRC project manager may authorize payment of the travel costs involved from the contract funds. If, however, the NRC manager determines that presentation of the paper does not support the NRC program or project, even though the presentation may be authorized, the contractor will not be authorized to charge the cost of the presentation to the contract funds. This will not affect payment of the contract work costs.

If the presentation or paper is in addition to the required technical reports and the NRC project manager determines that it will benefit the NRC project, the project manager may authorize payment of travel and the publishing costs, if any, from the contract funds. If the project manager determines that the article or presentation would not benefit the NRC project, the project manager can specify that costs associated with the presentation or publication will be borne by the contractor.

- D. Patent, Classification and Commercial Proprietary Interest. Publications and presentations made publicly available may not include information that would compromise the national security, patent rights, copyrights and commercial proprietary interests of NRC. The project manager may request the assistance of the Office of the Executive Legal Director and the Division of Security as needed in making decisions. (See also Patent and Security Review provisions in Chapter NRC-3202).
- E. Contractor Request for Review. The contractor may request NRC review of papers and journal articles on technical and regulatory issues for possible policy implications prior to completion of NRC Form 426A. Contractors will not be authorized to present themselves as speaking for the Commission on NRC policy issues in papers and journal articles. Contractor comments on NRC policy issues must be accompanied by a suitable disclaimer, such as:

The views expressed in this paper (or journal article) are not necessarily those of the U.S. Nuclear Regulatory Commission.

- F. Disposition of Papers or Journal Articles Not Accepted by Professional Societies or Journals. If the proposed paper or journal article is not accepted by the journal or other publisher and was prepared in lieu of a formal report, the author must publish his findings as an NRC contractor publication. The provisions of Chapter NRC-3202 and its Appendix or Chapter NRC-1102, Exhibit 4, Section 12, are applicable.

- G. Disclosure Requirements. All papers authorized for presentation as speeches and for submission for publication in transactions, proceedings or journals must be transmitted in duplicate with completed NRC Form 426A to the NRC Division of Technical Information and Document Control for recording, announcement of availability, and transmittal to the NRC Public Document Room (PDR). Final drafts or preprints of journal articles and papers for commercial publication must also be submitted in duplicate along with completed NRC Form 426A to the NRC Division of Technical Information and Document Control for processing for accession by the PDR at the time they are submitted to the journal. The draft or preprint must be marked to show where it is to be published and state that it is not to be cited or referenced (see appendix). When the article (paper) is published, the draft must be replaced with copies of the published article (paper) by sending two copies, properly identified, to the NRC Division of Technical Information and Document Control and one copy to the project manager.

All published papers and articles must include the following disclaimer:

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 paper are not necessarily those of the U.S. Nuclear Regulatory Commission.

- H. Copyright Provisions and Exclusion. Under the new U.S. copyright law (Public Law 94-553), most authors for the first time have a Federal Government copyright in their works created on or after January 1, 1978. Copyright ownership remains with the author unless transferred in writing to someone else. This is the reason that publishers now routinely ask those who submit articles for publication to execute copyright transfer forms before publication.

Under the provisions of NRC contracts and interagency agreement whereby work is placed with other agencies or their contractors, the contractor shall not, without prior written authorization of the Contracting Officer, seek to enforce statutory copyrights in any contract work first produced in performance of the contract. Therefore, if a request for copyright transfer is received, the publisher should be answered, in writing, in accordance with the sample letter (Exhibit 1) in the appendix.

Though the comments above apply to almost all works written by NRC contractor employees, it is possible for NRC contractor employees to secure copyrights in their own private writings done entirely during their own non-duty time. This was recognized by a House of Representatives report on the new copyright law, which said:

...a Government official or employee would not be prevented from securing copyright in a work written at that person's own volition and outside his or her duties even though the subject matter involves the government work or professional field of the official or employee.

Whether a writing by an NRC contractor employee is governed by the provisions of an NRC contract/interagency agreement or is a copyrightable, private work can be a close question. Any person who has doubts should seek a legal ruling.

In resolving such questions, counsel would consider not only the provisions of the copyright law but also applicable standards of conduct.

The copyright law does not speak specifically to the point of a work presented or distributed, without any notice of copyright, at a scientific meeting. It appears, however, that the copyright law does not invalidate a copyright because the work was simply presented orally by the author at a public gathering. Unpublished literary works, regardless of the nationality or domicile of the author, are protected by the copyright law.

I. Press or Other Media Releases

A contractor may request permission to issue a press or other media release on the work being done. Such request shall be made to the project manager, who will consult with his/her management and with the Office of Public Affairs. The contractor may not issue a press or other media release on NRC work without this prior coordination. This coordination may be accomplished by telephone, with the NRC project manager responsible for expeditious handling. Decisions not to release information or delays in handling by the project manager may be appealed to the NRC Executive Director for Operations.

PART II

STEPS IN THE PREPARATION, REVIEW, APPROVAL, AND
DISCLOSURE OF PAPERS AND JOURNAL ARTICLES

A. Author

1. Prepare paper or journal article in accordance with contract or statement of work provisions and instructions of conference, symposium, or meeting sponsors or the journal in which the paper is to be published.
2. Obtain required reviews and appropriate signatures on NRC Form 426A. Send two copies of paper or journal article and completed and signed NRC Form 426A to NRC Division of Technical Information and Document Control.
3. If the paper or journal article is to be published in a copyrighted journal, clearly indicate the following on the first page of each copy submitted with NRC Form 426:

"Submitted to (name of journal or publisher) for publication on (date)."

"This preprint (draft) is not to be cited or reproduced."

"This is a preprint (draft) of a paper intended for publication in a journal or proceedings. Since changes may be made before publication, this preprint (draft) is made available with the understanding that it will not be cited or reproduced without the permission of the author."

If requested by the journal or other publisher to transfer the copyright, respond to the journal or other publisher, in writing, in accordance with the sample letter shown in Exhibit 1.

4. If assistance is needed in completing these steps, contact the NRC Contracting Officer or project manager or the NRC Division of Technical Information and Document Control.

B. Division of Technical Information and Document Control

1. Assist NRC Contracting Officer or project manager as requested.
2. Assist author, Contracting Officer or project manager in complying with disclosure requirements.
3. Maintain records of papers and approval documents.
4. Announce public availability and publication of papers.

Exhibit 1

SAMPLE LETTER ON COPYRIGHT AGREEMENT

Dear _____

We recently received a document for signature assigning copyright and republication rights in the submitted article (title) to (name of publication). This letter is offered in lieu of that document as a means of completing the transfer of ownership. Accordingly, we hereby expressly transfer and assign our rights of ownership in the above cited work to (name of publisher).

You are advised, however, that the above assignment and any publication or republication of the above cited work is subject to the following Government rights:

The submitted manuscript has been authored by a contractor (grantee) of the U.S. Government under contract (grant) No. _____. Accordingly, the U.S. Government retains a nonexclusive, royalty-free license to publish or reproduce the published form of this contribution, or allow others to do so, for U.S. Government purposes.

In addition, each article which results from the placement of NRC work with a contractor or another government agency must state "Work Supported by the U.S. Nuclear Regulatory Commission, Office of _____ under Contract/Interagency Agreement (number)."

Sincerely,

CONTRACT PRICING PROPOSAL COVER SHEET

1. SOLICITATION/CONTRACT/MODIFICATION NO.

3090-0116

NOTE: This form is used in contract actions if submission of cost or pricing data is required (See FAR 15.804-6(b))

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT

3B. TEL./PHONE NO.

4. TYPE OF CONTRACT ACTION (Check)

A. NEW CONTRACT

D. LETTER CONTRACT

B. CHANGE ORDER

E. UNPRICED ORDER

C. PRICE REVISION/REDETERMINATION

F. OTHER (Specify)

5. TYPE OF CONTRACT (Check)

FFP

CPFF

CPIF

CPAF

FPI

OTHER (Specify)

6. PROPOSED COST (A+B+C)

A. COST

B. PROFIT/FEE

C. TOTAL

\$

\$

\$

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless otherwise specified by the Contracting Officer (Continue on reverse, and then on plain paper, if necessary. Use same headings.)

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE

B. AUDIT OFFICE

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "Yes," identify)

YES NO

11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)

YES NO

11B. TYPE OF FINANCING (If one)

ADVANCE PAYMENTS PROGRESS PAYMENTS
 GUARANTEED LOANS

12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s))

YES NO

13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31 COST PRINCIPLES? (If "No," explain)

YES NO

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal)

YES NO

B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 or 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate)

YES NO

C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES NO

D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal)

YES NO

This proposal is submitted in response to the RFP, contract, modification, etc. in Item 1 and reflects our best estimates and/or actual costs as of this date

15. NAME AND TITLE (Type)

16. NAME OF FIRM

17. SIGNATURE

18. DATE OF SUBMISSION

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
 - A. New Contracts (including Letter contracts).

Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

B. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING PLAN

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE: _____

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
 - (i) Small Business concerns: _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
 - (ii) Small Disadvantaged Business Concerns: _____ % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1. (a)(i), above, as a subset.
- (b) The following dollar values correspond to the percentage goals shown in (a) above.
 - (i) Total dollars planned to be subcontracted to small business concerns: \$ _____.
 - (ii) Total dollars planned to be subcontracted to small disadvantaged business concerns: \$ _____. This dollar amount is included in the amount shown under 1. (b)(i), above, as a subset.
- (c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is \$ _____.
- (d) The following principal products and/or services will be subcontracted under this contract, and the distribution among small and small disadvantaged business concerns is as follows:

(Products/services planned to be subcontracted to small business concerns are identified by *-To small disadvantaged business concerns by **)

 (ATTACHMENT MAY BE USED IF ADDITIONAL SPACE IS REQUIRED)

- (e) The following method was used in developing subcontract goals (i.e., Statement explaining how the product and service areas to be subcontracted were established, how the areas to be subcontracted to small and small disadvantaged business concerns were determined, and, how small and small disadvantaged business concerns' capabilities were determined, to include identification of source lists utilized in making those determinations).

- (f) Indirect and overhead costs (check one below):

-have been

-have not been

included in the goals specified in 1(a) and 1(b).

- (g) If "have been" is checked, explain the method used in determining the proportionate share of indirect and overhead cost to be allocated as subcontracts to small business concerns and small disadvantaged business concerns.

2. The following individual will administer the subcontracting program:

Name: _____

Address & Telephone _____

Title: _____

- : This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.

- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and SDB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc, which may tend to restrict or prohibit SB and SDB participation.
- (e) Ensuring periodic rotation of potential subcontractors on bidders lists.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counsellors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting periodic subcontracting reports required.
- (l) Coordinating contractor's activities during the conduct of compliance reviews by Federal agencies.
- (m) Coordinating the conduct of contractor's activities involving its small and small disadvantaged business subcontracting program.
- (n) Additions to (or deletions from) the duties specified above are as follows:

3. The following efforts will be taken to assure that small and small disadvantaged business concerns will have an equitable opportunity to compete for subcontract:

- (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations
 - (ii) Contacts with business development organizations
 - (iii) Attendance at small and minority business procurement conferences and trade fairs

- (iv) Sources will be requested from SBA's PASS system.
- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small and small disadvantaged business concern source lists, guides and other data identifying small and small disadvantaged business concerns will be maintained and utilized by buyers in soliciting subcontracts.
- (d) Additions to (or deletions from) the above listed efforts are as follows:

4. The bidder (contractor) agrees that the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors except small business concerns who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small and small disadvantaged subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.
5. The bidder (contractor) agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the bidder with this subcontracting plan and with the clause entitled Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals, contained in the contract.
6. The bidder (contractor) agrees that he will maintain at least the following types of records to document compliance with this subcontracting plan:
 - (a) Small and Small disadvantaged business concern source lists, guides and other data identifying SB/SDBC vendors.

Development, Submittal, Distribution and Documentation Requirements for
Machine-Readable Contract Deliverables

This document provides requirements for contractors developing software, data or other machine-readable deliverables for the Nuclear Regulatory Commission (NRC). Its purpose is to assure that any such deliverables can be readily implemented and used on NRC equipment and can, if required, be easily disseminated or transferred to other data processing sites. This implies the use of standard software packages, programming languages, and compilers which are compatible with the NRC hardware and software environment, as well as adherence to good programming and documentation practices.

This document applies to all machine-readable deliverables for use on microcomputers and to scientific applications for use on mainframes and minicomputers. Requirements for non-scientific applications for use on mainframes or minicomputers are provided by IRM on a case by case basis.

All computer applications and associated data developed under contract to the NRC or under a DOE laboratory agreement are the property of the NRC unless stated otherwise in the contract or DOE laboratory agreement. These items must be submitted to the NRC project manager in machine-readable form at or before contract completion. Microcomputer software and data deliverables should be supplied on diskette and conform to the criteria stated in section 1 below. Mainframe or minicomputer software and data deliverables should be submitted on tape and conform to the criteria in section 2 below.

All machine-readable deliverables must be accompanied by appropriate documentation as specified in sections 1, 2, and 4 below. Conversely, contractor reports citing the use of computer codes must be accompanied by said computer codes.

1. Deliverables for Use on Microcomputers

All deliverables developed for use on microcomputers must meet the following criteria unless a written waiver is obtained in advance from the NRC project manager and approved by the Division of Automated Information Services (IRM):

- a. Deliverables should be submitted on diskettes.
- b. All diskettes should be capable of use on an IBM PC or compatible microcomputer using one of the software packages supported by the NRC Division of Automated Information Services (see Table 1, attached). All programs developed for the NRC must be written using one of the standard software packages.

- c. In particular, documents (e.g., reports) submitted in machine-readable form should be produced with IBM DisplayWrite word processing software. This will allow them to be used both on NRC microcomputers and word processing equipment.
- d. Failing criteria b or c above, data or text only may be provided as ASCII files in standard IBM PC diskette format.
- e. All diskettes must be accompanied by documentation, including a printed copy of the disk directory, a description of each file in the directory and how it is to be used and installation instructions. Refer to sections 3 and 4 for software distribution and documentation requirements, respectively.

No microcomputer software or hardware may be purchased by a contractor or DOE laboratory for subsequent delivery to the NRC without written concurrence in advance by the NRC Project Manager and the Office of Information Resource Management.

Updated information about software supported for use on NRC-accessible computer facilities and microcomputers may be obtained from the NRC ITS Support Center, (301) 492-4160 (FTS 492-4160).

2. Deliverables for Use on Mainframes or Minicomputers

These requirements apply to scientific applications software and associated data deliverables intended for use on mainframes or minicomputers. All such deliverables must meet the following criteria unless a written waiver is obtained in advance from the NRC project manager and approved by the Office of Information Resource Management.

- a. All new mainframe or minicomputer programs developed or converted for NRC shall be written in American National Standards (ANS) FORTRAN (ANSI Standard X3.9-1978).
- b. Mainframe or minicomputer programs which generate plots must do so using the Display Integrated Software System and Plotting Language (DISSPLA). This graphics software is a standard at all DOE laboratories.
- c. The recommended mathematical/statistical subroutines are the International Mathematical Statistical Libraries (IMSL).
- d. Proprietary software packages should be avoided except where standard readily available packages exist and are supported for use at NRC-accessible computer facilities by the NRC ITS Support Center (see Table 1, attached). Machine-dependent and installation-specific packages and features including assembly language should not be used.
- e. Deliverables should be submitted on tape according to the following tape format requirements:

- Recording: 9-track
- Density: 1600 BPI
- Internal Tape Label: NO Label
- Character Code: EBCDIC or ASCII
- Record Size: FIXED RECORD LENGTH (80 char/record preferred for source code when possible)
- Block Size: FIXED BLOCK LENGTH (maximum = 2048 char/block)
- All files on one physical tape must each have the same number of char/record and char/block.
- Tapes must not be generated using system-dependent copy routines. Tapes must be made so as to be transportable from one computer system to another. This is most easily accomplished by means of a FORTRAN READ-WRITE routine rather than a system utility; however, use of IBM IEBCGEN is acceptable.

f. All tapes must be accompanied by documentation, including a copy of the job that created the tape, a list of the files on the tape, a description of each file and how it is to be used, and installation instructions. Refer to sections 3 and 4 for software distribution and documentation requirements, respectively.

g. Tapes should include the following files:

Source Code - Compiler input records

Sample Input - Test case input data. (The output generated by execution of the program using the sample input must also be provided in printed form.)

Data Libraries - External data files required for program execution (e.g., cross-section libraries, dose conversion factors, etc.).

Control Information - Operating system control language statements required for compilation and execution.

Optional files include object or load modules.

Questions concerning the above instructions should be addressed to the NRC Information Technology Services Support Center (FTS) 492-4160.

3. Distribution

Distribution of contractor-developed applications software and documentation will be performed under the guidance of IRM. IRM will assure that programmatic distribution requirements are met for public and non-public software. At present, most NRC software is being distributed by the National Energy Software Center at Argonne National Laboratory under a DOE laboratory agreement administered by IRM. Under certain circumstances, an NRC contractor or DOE laboratory may distribute scientific applications software while in the development or maintenance stages provided that:

- a. The required distribution activities are explicitly specified in the contract or DOE laboratory statement of work;
- b. The contract or DOE laboratory agreement specifies that the software and associated documentation will be transmitted to the NRC in approved form (per sections 1-4 of this attachment) upon termination of the contract or DOE laboratory agreement,
- c. The Program Division Director has approved, in writing, the need for deviation from the standard distribution procedures;
- d. The Director, Division of Information Support Services, IRM, has approved, in writing, the contract or DOE laboratory statement of work wherein the distribution activities are described.

Before release for distribution, NRC-sponsored software must be appropriately reviewed, tested, documented and approved for release by the sponsoring NRC office. It is the responsibility of the sponsoring NRC office to determine whether or not a computer code is ready for distribution and to clearly define the limitations to be imposed on said distribution (e.g., USA only, unlimited, a specific distribution list, etc.). However, the sponsoring NRC office is advised that once information regarding a computer code has been published (e.g., in a NUREG report), members of the public may request a copy of the code and, under normal circumstances, the NRC must be prepared to distribute the code. Thus, the preparation of a distribution submittal package for the computer code and the publication and distribution of a NUREG(s) associated with the computer code should coincide. In order to prepare to meet these requirements once the contract is complete, the statement of work should include, as a requirement, the preparation of the submittal package necessary for requesting distribution by the National Energy Software Center (NESC). Copies of the NESC submittal forms, distribution procedures and advice regarding submittal package preparation may be obtained by calling the ITS Support Center on 492-4160 or FTS-492-4160. A copy of the NESC release form, signed by the Division Director of the sponsoring NRC office, should be sent to the Chief, Information Technology Services Branch, at the time the submittal package is sent to NESC.

4. Documentation

All reports, including applications software documentation, must conform to NRC Manual Chapters 3201 and 3202. Copies of these manual chapters are available from the NRC Publications Services Division. DOE laboratory staff may obtain copies from their respective technical information offices.

In addition, the content of all scientific applications documentation shall conform to ANSI Standard N-413, "Guidelines for Documentation of Digital Computer Programs." The major documentation requirements included in the standard are:

- a) Computer Program Abstract
- b) Application Information (User's Guide)
- c) Problem or Function Definition (Theoretical Development)
- d) Programming Information (Programmer's Guide)

A copy of this standard may be obtained for \$8.50 plus \$2.00 shipping and handling from:

The American National Standards Institute
 1430 Broadway
 New York, New York 10018
 ATTN: Sales Department

In addition to or instead of conforming to ANSI Standard N-413, documentation for some applications may be required to conform to NRC Microcomputer Application Documentation Standards and/or meet other requirements of the sponsoring office. Applicability of any additional requirements will be determined by the NRC Project Manager.

Each program developed for the Nuclear Regulatory Commission should include the following program title block and disclaimer in the main program:

Program Title:

Developed for: U.S. Nuclear Regulatory Commission
 Office of (fill in NRC Office)
 Division of (fill in NRC Division)

Date:

NRC Contact(s):

Phone:

Code Developer:

Phone:

Title(s) of Associated Documentation and NUREG Number(s):

This program was prepared for an agency of the United States Government. Neither the United States Government nor any agency thereof, nor 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 portion of this program or represents that its use by such third party would not infringe privately owned rights.

Updated January 1987

Table 1. NRC Supported Software

MAINFRAME SOFTWARE:

Idaho National Energy Laboratories Computer System

NOS	Operating System for CYBER 176
FSE	Text Editor
XEDIT	Text Editor
UPDATE	Text Editor Utility
FORTRAN 5*	Programming Language
DISSPLA	Graphics
IMSL	Math/Statistical Subroutines

National Institutes of Health Computer System

OS/MVS	Operating System for IBM 3081
TSO	Command Language
WYLBUR	Text Editor/Command Language
VS FORTRAN*	Programming Language
DISSPLA	Graphics
TELL-A-GRAF	Graphics
FOILS	Word Charts for Overhead Projection
MARK IV	File Management/Report Generator
SYSTEM 2000	Data Base Management System (Reports and Queries only)
RAMIS II	Data Base Management System (Reports and Queries only)
KERMIT	Communications (PC's)
IMSL	Math/Statistical Subroutines

NRC Data General MV/8000

CLI	Command Language Interface
SED	Text Editor
SPEED	Text Editor
BASIC	Programming Language
FORTRAN 77*	Programming Language
SSI*CALC	Spreadsheet
IMSL	Math/Statistical Subroutines
DISSPLA	Graphics

* Adheres to current ANSI Standard for FORTRAN (FORTRAN77)

NOTE: This list of software is changed periodically. For an updated list, call the Information Technology Services Support Center (301) 492-4160 or (FTS) 492-4160.

Updated January 1987

NRC Supported Software (continued)

MICROCOMPUTER SOFTWARE:

IBM PC DOS & BASIC	Operating System, language
COMPAQ MS-DOS & BASIC	Operating System, language
IBM BASIC Compiler	Programming Language
IBM FORTRAN Compiler	Programming Language
IBM DisplayWrite	Word Processor
IBM DisplayComm	WP Communications
IBM 5520 Attachment Program	5520 Terminal Emulation
Microstuf CROSSTALK	Communications
Persoft Smarterm	DG Terminal Emulation
LOTUS 1-2-3	Spreadsheet
Ashton-Tate dBASE III, dBASE III Plus	Data Base Management
Westminister Software	
Pertmaster	Project Management
Decision Resources	
Chartmaster	Graphics
Decision Resources	
Sigmaster	Graphics
Borland International	
Sidekick	Multi-purpose Utility

* Adheres to current ANSI Standard for FORTRAN 77.

NOTE: This list of software is changed periodically. For an updated list, call the Information Technology Services Support Center (301) 492-4160 or FTS 492-4160.

MEDICAL USE QUALITY ASSESSMENT

PLEASE FILE THIS COMPLETED FORM IN THE INSPECTION DOCKET FILE, AND
FORWARD A COPY TO JAMES H. MYERS, MEDICAL AND ACADEMIC SECTION, NMSS
MAIL STOP 6H3, HEADQUARTERS

Licensee: _____
 Docket Numbers: _____
 License Numbers: _____
 Licensee Contact: _____
 Licensee Contact
 Telephone Number: () _____
 Date of Inspection: _____
 Inspector: _____
 Region: _____

PART I: GENERAL

A. Licensee Type:

1. Facility:
 - a. _____ hospital
 - b. _____ clinic
 - c. _____ private practice
 - d. _____ other (specify) _____
2. Management:
 - a. _____ government
 - b. _____ not for profit
 - c. _____ for profit
 - d. _____ other (specify) _____
3. Service
 - a. _____ conventional care
 - b. _____ teaching and research
 - c. _____ specialty
 - d. _____ other (specify) _____
4. Number of beds: _____

B. Quality Assurance Program:

1. Does the licensee have a written policy statement (or statements) on quality assurance specific to radiation medicine?
 YES NO (if NO, go to question C).

2. Attach copy of policy statement(s) if available. ATTACHED
 NOT AVAILABLE

3. Does the policy statement reference the guidelines of major medical organizations such as the Joint Commission for Accreditation of Healthcare Organizations, American Board of Radiology, or others?
 YES NO

If YES, list the organizations:

- a. _____
- b. _____
- c. _____

4. Does the policy statement call for periodic audits of the quality assurance program? YES NO

If YES: a. Are audits performed by individuals or organizations that are independent of the licensee? YES NO

b. How often are audits performed?
_____ audits/_____ (month, quarter, year, etc.)

c. Lists dates and auditing organization for last four audits.

- (1) _____
- (2) _____
- (3) _____
- (4) _____

5. How many hours a week does the person (either the RSO or a designated technologist) who does the bulk of the radiation safety tasks spend on those tasks? _____ hours/week

6. Qualifications of the person who does the bulk of the radiation safety tasks:

a. Education: QJT
 AA/AS
 BA/BS
 Advanced Degree

b. Experience: Years in field
 Years at facility

c. Certification: (ABR, ABHP, ARRT, JNMTCB, AOB, etc. or NA)

7. Is the licensee's radiation safety program analyzed by a human factors specialist?
_____ YES _____ NO

If YES, list the departments:

If YES, give examples of procedures that are analyzed:

8. Inspectors' overall observations and comments about the licensee's quality assurance program:

C. Misadministrations:

1. Did the licensee have any misadministrations over the past twelve months?
_____ YES _____ NO
2. If any misadministrations have occurred, did the licensee perform an investigation?
_____ YES _____ NO _____ N/A
3. If an investigation was performed, is the report readily available?
_____ YES _____ NO _____ N/A
4. Is the information provided by the licensee consistent with the NRC's inspection file reports?
_____ YES _____ NO _____ N/A

Discuss as appropriate:

5. Did the licensee's Radiation Safety Committee attempt to identify the cause of the misadministration(s)?
_____ YES _____ NO _____ N/A
6. Did the licensee take corrective action to prevent further occurrences of misadministrations?
_____ YES _____ NO _____ N/A
7. Discuss corrective actions:

PART II: TELETHERAPY

A. Program:

1. Does the licensee have a cobalt teletherapy program?
 YES NO
2. Does the licensee have an X-RAY teletherapy program?
 YES NO
3. Does the licensee have an electron teletherapy program?
 YES NO

(If NO to all three above questions, go to PART III: BRACHYTHERAPY)

B. Capital Equipment

1. Number, brand, age and exposure rate (RHM) of cobalt units (the whole unit, not just the source):

- a. Number: _____
- b. Brand(s): _____
- c. Age(s): _____
- d. RHM: _____
- e. Not Applicable: _____

2. Number, brand, age, and photon and electron energies of linear accelerators:

- a. Number: _____
- b. Brand(s): _____
- c. Age(s): _____
- d. Photon and Electron Energy: _____
- e. Not Applicable: _____

3. Number, brand, and age of simulators:

- a. Number: _____
- b. Brand(s): _____
- c. Age(s): _____
- d. Not Applicable: _____

4. Number, brand, and age of the following dosimetry equipment:

Equipment	Number	Brand(s)	Age(s)	N/A
a. Primary standard chamber and electrometer:	_____	_____	_____	_____
b. Secondary standard chamber and electrometer:	_____	_____	_____	_____

Equipment	Number	Brand(s)	Age(s)	N/A
c. Isodose plotter:	_____	_____	_____	_____
d. Chamber constancy checker:	_____	_____	_____	_____
e. Other (e.g., Monitrex or custom-made device):	_____	_____	_____	_____

C. Computer Hardware and Software:

1. Does the licensee use a computer (or computers) in teletherapy treatment planning?
 _____ YES _____ NO (If NO, go to D).
2. Number, brand, and age of teletherapy treatment planning computers:
 - a. Number: _____
 - b. Brand(s): _____
 - c. Age(s): _____
3. Is the computer system:
 - a. _____ Dedicated turnkey hardware/software package?
 - b. _____ Standard desk top computer and off-the-shelf software?
 - c. _____ Other (specify) _____
4. If computers are used for teletherapy treatment planning:
 - a. What percentage of cobalt patients? _____ % or _____ NA.
 - b. What percentage of X-ray patients? _____ % or _____ NA.
 - c. What percentage of electron patients? _____ % or _____ NA.
5. Does the licensee:
 - a. Develop its own software? _____ YES, _____ NO
 - b. Only use commercially available software? _____ YES, _____ NO
 - c. Buy and extensively modify commercial software? _____ YES, _____ NO
 - d. Name and manufacturer of commercial software used _____ or _____ NA.
6. Does the licensee "lock-out" programs that are not to be used on the treatment planning computers?
 _____ YES _____ NO
7. How does the licensee maintain quality assurance of treatment unit data that is loaded into the treatment planning computers?
 (Describe QA of data, QA of loading process, and whether phantoms are used as a check on the system.)

8. How are computer calculations for individual patient doses checked?
(describe)

D. Staffing

	# Cer- tified	# Not Certified	# In- Training	FT/PT**
1. Oncologists (MD):	_____	_____	_____	_____
2. Physicists (Phys):	_____	_____	_____	_____
3. Dosimetrists (Dos):	_____	_____	_____	_____
4. Technologists (Tech):	_____	_____	_____	_____
5. Consultant (C):	_____	_____	_____	_____
6. Others: Nurse(N) _____; Social Worker(SW) _____; Transporter(Tr) _____; Lab Assistants(LA) _____; Technologist Assistants(TA) _____; _____ ; _____				

* Current certification by any national certifying body, such as ABR, ABHP, ARRT, JNMTCB, AOBR, etc.

** FT = Full Time, PT = Part Time

E. Load

	Number of new patients last year	Not Applicable
1. Cobalt	_____	_____
2. X-ray	_____	_____
3. Electron	_____	_____

F. Treatment process for cobalt patients

Step*	Done by**	Reviewed by**
1. Clinical Evaluation	_____	_____
2. Therapeutic Decision-Making	_____	_____
3. Target Volume Localization		
Definition of tumor	_____	_____
Identification of sensitive organs and tissues	_____	_____
Measurement of patient	_____	_____
Construction of patient contours	_____	_____
Shaping of field	_____	_____
4. Treatment Planning		
Selection of treatment technique	_____	_____
Computation of dose distribution	_____	_____
Calculation of dose/time/volume relationship	_____	_____
5. Simulation of Treatment	_____	_____
6. Fabrication of Treatment Aids		
Construction of custom blocks, compensating filters	_____	_____
Selection of immobilization devices	_____	_____

* See "Radiation Oncology in Integrated Cancer Management," 1986.
 ** If step is not performed, write "NA." If step is performed, use the following abbreviations for the person performing the test, or write in the position if none of these applies:

MD = oncologist	C = consultant	Tr = transporter
Phys = physicist	N = nurse	LA = lab assistant
Dos = dosimetrist	SW = social worker	TA = tech. assistant
Tech = technologist		

7. Treatment

Initial verification of treatment set-up

Verification of accuracy of repeated treatments

Continual assessment of equipment performance

Periodic checks of dosimetry, record-keeping

8. Patient Evaluation During Treatment

9. Follow-up Evaluation

10. QA Physical Measurements

Weekly spot-checks

Annual calibration

Measurements on custom patient devices

* See "Radiation Oncology in Integrated Cancer Management," 1986.

** Use abbreviations from page E2-7. If step is not performed, write "NA."

G. Miscellaneous

1. Chart reviews

a. How frequently are they scheduled? _____

b. Who attends? _____

2. How often does the licensee take port films? _____

3. On-site continuing education

a. Does the licensee support (time, tuition, travel) continuing education?

on-site _____ YES, _____ NO,
off-site _____ YES, _____ NO.

b. How frequently is this provided? _____

c. Who attends? _____

d. What kinds of topics are presented? (Give examples)

4. On what percentage of patients is a physical measurement made to confirm the dose rate for that specific patient?

PART III: BRACHYTHERAPY

A. Does the licensee have a brachytherapy program? _____ YES, _____ NO.
 (If NO, go to PART IV: Nuclear Medicine).

B. Equipment

	Total Activity on Hand	# of Sources or Seeds on Hand	Not Applicable
1. Cesium inventory:	_____ mCi	_____ sources	_____
2. Radium inventory:	_____ mCi	_____ sources	_____
3. Usual iridium inventory on hand:	_____ mCi	_____ seeds	_____
4. Usual iodine seed inventory on hand:	_____ mCi	_____ seeds	_____
5. High Dose Rate brachytherapy unit:	_____ mCi	_____ sources	_____
6. Strontium eye applicator:	_____ mCi		
7. Other (specify):	_____		

C. Computer hardware and software (do not duplicate if same as for teletherapy)

1. Does the licensee use a computer (or computers) in brachytherapy treatment planning?
 _____ YES, _____ NO
2. Number, brand, and age of brachytherapy treatment planning computers:
 - a. Number: _____
 - b. Brand(s): _____
 - c. Age(s): _____
3. Is the computer system:
 - a. _____ The same as used for teletherapy?
 - b. _____ Dedicated turnkey hardware/software package?
 - c. _____ Standard desk top computer and off-the-shelf hardware?
 - d. _____ Other (specify) _____

4. What portion of brachytherapy patients have their doses calculated on a computer system?

	Percentage	Not Applicable
cesium:	_____ %	_____
radium:	_____ %	_____
iridium:	_____ %	_____
iodine:	_____ %	_____

5. Does the licensee:
- Develop its own software? _____ YES, _____ NO.
 - Only use commercially available software? _____ YES, _____ NO.
 - Buy and extensively modify commercial software? _____ YES, _____ NO.
6. Does the licensee "lock-out" programs that are not to be used on the treatment planning computers? _____ YES, _____ NO.
7. How does the licensee maintain quality assurance of treatment unit data that is loaded into the treatment planning computers?
(Describe both QA of data and QA of loading process.)
8. How are computer calculations for individual patient doses checked?
(describe)

D. Staffing*

	# Cer-** tified	# Not Certified	# In- Training	FT/PT***
1. Oncologists (MD):	_____	_____	_____	_____
2. Physicists (Phys):	_____	_____	_____	_____
3. Dosimetrists (Dos):	_____	_____	_____	_____
4. Technologists (Tech):	_____	_____	_____	_____
5. Consultant (C):	_____	_____	_____	_____
6. Others: Nurse(N) _____; Social Worker(SW) _____; Transporter(Tr) _____; Lab Assistants(LA) _____; Technologist Assistants(TA) _____; _____;				

* If you completed this information in Part I: Teletherapy, do not repeat.
 ** Current certification by any national certifying body, such as ABR, ABHP, ARRT, JNMTCB, AOBR, etc.
 *** FT = Full Time, PT = Part Time

E. Load	Number of patients treated last year	Not Applicable
1. Cesium	_____	_____
2. Radium	_____	_____
3. Iridium	_____	_____
4. Iodine	_____	_____
5. High Dose Rate Unit	_____	_____
6. Strontium	_____	_____
7. Other (specify)	_____	_____

F. Treatment process for brachytherapy patients

Step*	Done by**	Reviewed by**
1. Clinical Evaluation	_____	_____
2. Therapeutic Decision-Making	_____	_____
3. Target Volume Localization		
Definition of tumor	_____	_____
Identification of sensitive organs and tissues	_____	_____
4. Treatment Planning		
Selection of volume for implantation	_____	_____
Appraisal of dosimetry	_____	_____
Estimation of tolerance to procedure	_____	_____
Check-off of equipment	_____	_____
Arrangement for surgical suite and anesthesia	_____	_____

* See "Radiation Oncology in Integrated Cancer Management," 1986.

** Use abbreviations from page E2-7. If step is not performed, write "NA."

Step*	Done by**	Reviewed by**
5. Treatment		
Examination of anesthetized patient	_____	_____
Review of initial treatment plan	_____	_____
Implantation	_____	_____
6. Verification of implantation	_____	_____
7. Dosimetry		
Calculation from actual implantation	_____	_____
Establishment of time for removal	_____	_____
8. Patient Evaluation During Treatment	_____	_____
9. Removal of implant	_____	_____
10. Follow-up Evaluation	_____	_____

- * See "Radiation Oncology in Integrated Cancer Management," 1986.
 ** Use abbreviations from page E2-7. If step is not performed, write "NA."

G. Miscellaneous

Continuing education (do not repeat information provided under Part I: Teletherapy)

1. Does the licensee support (time, tuition, travel) continuing education?

on-site _____ YES, _____ NO,
 off-site _____ YES, _____ NO.

2. How frequently is this provided? _____
3. Who attends? _____
4. What kinds of topics are presented? (Give examples)
- _____

PART IV: NUCLEAR MEDICINE

A. Does the licensee have a nuclear medicine program?
_____ YES, _____ NO (If NO, the form is complete).

B. Capital Equipment

1. Number, brand, and age of cameras:

Number: _____

Brand(s): _____

Age(s): _____

Not Applicable: _____

2. Number, brand, and age of imaging manipulation computers:

Number: _____

Brand(s): _____

Age(s): _____

Not Applicable: _____

3. Number, brand, and age of dose calibrators:

Number: _____

Brand(s): _____

Age(s): _____

Not Applicable: _____

4. Number, brand, and age of survey instruments:

Number: _____

Brand(s): _____

Age(s): _____

Not Applicable: _____

C. Staffing	# Cer- tified*	# Not Certified	# In- Training	FT/PT**
1. Physicians (MD):	_____	_____	_____	_____
2. Physicists (Phys):	_____	_____	_____	_____
3. Technologists (Tech):	_____	_____	_____	_____
4. Technicians (Tcn):	_____	_____	_____	_____
5. Consultant (C):	_____	_____	_____	_____
6. Others: Nurse(N) _____; Social Worker(SW) _____; Transporter(Tr) _____; Lab Assistants(LA) _____; Technologist Assistants(TA) _____; Radiopharmacists (RadPh) _____; _____; _____	_____	_____	_____	_____

* Current certification by any national certifying body, such as ABR, ABHP, ARRT, JNMTCB, AOBR, etc.
 ** FT = Full Time, PT = Part Time

D. Number of imaging procedures last year: _____

E. Clinical process for imaging patients

Step	Done by**	Reviewed by**
1a. Dosage Preparation (on-site)		
Generator elution	_____	_____
Moly test	_____	_____
Kit reconstitution	_____	_____
Tagging test	_____	_____
Dosage preparation	_____	_____

** If step is not performed, write "NA." If step is performed, use the following abbreviations for the person performing the test, or write in the position if none of these applies:

MD = physician	C = consultant	LA = lab assistant
Phys. = physicist	N = nurse	TA = tech. assistant
Tech = technologist	SW = social worker	RadPh = radiopharmacist
Tcn = technician	Tr = transporter	

Step	Done by**	Reviewed by**
1b. Dosage Ordering (nuclear pharmacy)		
Prepare order list	_____	_____
Place order	_____	_____
Verify packing slip	_____	_____
2. Referral review	_____	_____
3. Scheduling	_____	_____
4. Dosage administration	_____	_____
5. Imaging and data collection		
Simple static	_____	_____
Simple dynamic	_____	_____
Complex dynamic	_____	_____
6. Computer processing of images	_____	_____
7. Evaluation	_____	_____
8. QA Physical Measurements		
Dose calibrator	_____	_____
Camera	_____	_____
Film processor	_____	_____

** Use abbreviations from page E2-14. If step is not performed, write "NA."

F. Miscellaneous

Continuing education

1. Does the licensee support (time, tuition, travel) continuing education?

on-site _____ YES, _____ NO,
off-site _____ YES, _____ NO.

2. How frequently is this provided? _____

3. Who attends? _____

4. What kinds of topics are presented? (Give examples)

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in §20-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.