

1. CONTRACT (Proc. Inst. Ident.) NO. **NRC-18-83-409**      2. EFFECTIVE DATE **3/15/83**      3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **RFPA-OGC-83-409**      4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING:

5. ISSUED BY **U.S. Nuclear Regulatory Commission**      6. ADMINISTERED BY **(If other than block 5)**      7. DELIVERY TOB DESTINATION  **NATION**      OTHER (See below)

Division of Contracts, AR-2223  
Washington, DC 20555

8. CONTRACTOR NAME AND ADDRESS **Mr. Joseph B. Scott, Jr.**      FACILITY CODE      9. DISCOUNT FOR PROMPT PAYMENT

*(Street, city, county, State, and ZIP code)* **KATOR, SCOTT & HELLER - 9th floor**  
**1029 Vermont Avenue, N.W.**  
**Washington, DC 20005**

10. SUBMIT INVOICES (2 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK 12

11. SHIP TO/MARK FOR **U.S. Nuclear Regulatory Commission**      12. PAYMENT WILL BE MADE BY **U.S. Nuclear Regulatory Commission**

Attention: Richard Levi, H-1035      Office of Resource Management  
Office of General Counsel      Division of Accounting and Finance  
Washington, DC 20555      Attention: GOV/COM ACCOUNTS  
Washington, DC 20555

13. THIS PROCUREMENT WAS  ADVERTISED,  NEGOTIATED, PURSUANT TO:  10 U.S.C. 2304 (a)(1)       41 U.S.C. 252 (c)(3)

14. ACCOUNTING AND APPROPRIATION DATA  
Appropriation: 31X0200.703, B&R: 70-19-07, FIN: B8182 \$1,500.00

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
	Appointment to an Advisory Committee established by the Commission for Review of Investigation Policy on Rights of Licensee Employees Under Investigation, and for submission of a final report.			NOT TO EXCEED:	\$ 1,500.00

21. TOTAL AMOUNT OF CONTRACT \$ **1,500.00**

CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

22.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ 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.)

26.  AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number \_\_\_\_\_, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

23. NAME OF CONTRACTOR **Joseph B. Scott**      27. UNITED STATES OF AMERICA

BY **(Signature)**      BY **(Signature)**

(Signature of person authorized to sign)      (Signature of Contracting Officer)

24. NAME AND TITLE OF SIGNER (Type or print) **JOSEPH B. SCOTT**      25. DATE SIGNED **4/8/83**      28. NAME OF CONTRACTING OFFICER (Type or print) **JOHN E. REBELLO**      29. DATE SIGNED **4/12/83**

## ARTICLE I - BACKGROUND

In February 1983, the Nuclear Regulatory Commission (NRC) established an AdHoc Advisory Committee made up of four non-NRC personnel and one NRC person to provide the NRC with recommendations on rights of licensee employees whose employers are under investigation by the NRC.

## ARTICLE II - STATEMENT OF WORK

The Contractor shall serve as a member of the AdHoc Committee for the review of Office of Investigation policy on rights of licensee employees under investigation by the NRC. The Committee will specifically investigate and make recommendations on whether witnesses rights to be advised of their rights prior to interviews, limitations that may or can be placed on witnesses choice of attorney, his right to tape record interviews and NRC policy stand toward witness confidentiality.

The Contractor shall work with the other AdHoc Committee members in preparing the final recommendations.

Each AdHoc Committee member shall work with the other members to prepare a final report to be submitted to the Project Officer.

It is estimated that the Contractor will be required to attend no more than two, one-day meetings in the Washington, DC area.

## ARTICLE III - PERIOD OF PERFORMANCE

The period of performance with respect to this contract shall commence on or about March 15, 1983 and all work shall be completed by July 25, 1983.

## ARTICLE IV - TRAVEL REIMBURSEMENT AND MISCELLANEOUS EXPENSES REIMBURSEMENT

The Contractor will be reimbursed for costs incurred directly and specifically in the performance of this contract and accepted by the Contracting Officer:

1. Actual per diem costs shall be reimbursed at a daily rate not to exceed \$75.00 per day for subsistence and lodging, as allowed by current Federal Travel Regulations, for the Washington, DC area.
2. The cost of travel by privately owned automobile shall be reimbursed at the rate of \$.20 per mile.
3. All common carrier travel reimbursements hereunder shall be via economy class rates when available. If not available, reimbursement vouchers will be annotated that economy class accommodations were not available. First class travel is not allowable.
4. Receipts are required for common carrier transportations, lodging and miscellaneous items in excess of \$15.00.
5. The Contractor will be reimbursed for costs for mailing, telephone and copying expenses.

#### ARTICLE V - CONSIDERATION

In full consideration of the Contractor's performance hereunder, the NRC shall pay the Contractor \$30.67 per hour or \$245.36 per day and travel and subsistence in accordance with Article IV.

The total amount of the contract is not to exceed \$1,500.00.

#### ARTICLE VI - PAYMENT

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

In the absence of a discount, the Contractor shall be paid upon the submission of a proper and correct invoice or voucher in approximately thirty days after submission or date of delivery, whichever is later, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, as herein provided.

If this order provides for a discount, the Contractor shall indicate the order's discount terms on the invoice or voucher.

#### ARTICLE VII - PROJECT OFFICER

Richard Levi is hereby designated as the Contracting Officer's authorized representative (hereinafter referred to as Project Officer) for technical aspects of this contract. The Project Officer is not authorized to approve or request any action which results in or could result in an increase in contract cost; nor terminate or settle any claim or dispute arising under the contract; nor issue any unilateral directive whatsoever.

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. interpreting the statement of work;
3. performing technical evaluation as required;
4. performing technical inspections and acceptances required by this contract; and
5. assisting the Contractor in the resolution of technical problems encountered during performance.

Within the purview of this authority, the Project Officer is authorized to review all costs requested for reimbursement by the Contractor and submit recommendations for approval, disapproval, or suspension for supplies or services required under this contract. The Contracting Officer is responsible for directing or negotiating any changes in terms, conditions, or amounts cited in the contract.

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

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

#### ARTICLE VIII - GOVERNMENT-FURNISHED MATERIALS

The NRC will furnish the Contractor with a meeting room and clerical and typing services as required.

#### ARTICLE IX - INSPECTION AND ACCEPTANCE

Acceptance of the services and final report to be delivered hereunder will be made by the Project Officer.

#### ARTICLE X - GENERAL PROVISIONS

This contract is subject to the General Provisions entitled "Fixed Price Research and Development Contracts Under \$10,000.00" dated November 14, 1977, which incorporates the FPR Changes and Additions and NRC Additions, which is attached hereto and made a part hereof.

Clause 14 of the General Provisions entitled "Patent Rights - Acquisition by the Government" is deleted in its entirety.

#### ARTICLE XI - KEY PERSONNEL

Mr. Joseph B. Scott, Jr.  
is identified as being essential to the work being performed under this contract.