

Appendix to the General Terms and Conditions (“GT&C”) between the Department of Energy, National Nuclear Security Administration, Naval Reactors Laboratory Field Office (“NRLFO” or “Requesting Agency”) and the Nuclear Regulatory Commission (“NRC” or “Servicing Agency”)

GT&C Identifier Number: 89233019SNR000040 Modification Number: 0

19. Requesting Agency’s Clause(s)

a. REQUESTING AGENCY STATUTORY AUTHORITY

This IAA is entered into pursuant to the statutory authority contained in the Economy Act (31 U.S.C. §1535. The federal acquisition regulation (FAR) Subpart 17.5 does not apply as this IAA does not contemplate assisted acquisitions.

b. AMENDMENTS

Any amendments to the terms and conditions in Part A shall be made in writing and signed by both the Servicing Agency and the Requesting Agency. Any such written amendment may be signed only by H. J. Merrill, R.C. Eury, M. Z. Pastor, T. M. Weis, J. L. Heynes, or M. J. Brott and the Servicing Agency’s NMSS PMDA Director.

c. ENVIRONMENTAL SAFETY HEALTH REQUIREMENTS

The Requesting Agency will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of other Servicing Agency facilities engaged in the performance of the Requesting Agency's work.

d. PATENT RIGHTS

Disposition of rights to inventions made under any contract, grant, or cooperative Agreement with any small business firm or domestic nonprofit organization will be in accordance with 35 U.S.C. 200-212. In all other contracts, grants or cooperative agreements under this Agreement, Requesting Agency's patent and intellectual property policies shall apply to any work performed by a Contractor (or subcontractor), which is funded in whole or in part by the Requesting Agency. Rights to inventions made by U.S. Government employees shall be determined by the employing agency. However, if the employing agency should decide not to pursue patent protection on a subject invention or wish to publish the technical data results, then the Requesting Agency shall notify the Servicing Agency and obtain approval prior to release. For guidance, the Servicing Agency should contact:

Patent Counsel
Naval Reactors Laboratory Field Office
PO Box 109

West Mifflin, PA 15122

e. PUBLIC RELEASE OF INFORMATION

- (1) Information, data, photographs, sketches, advertising, displays, promotional brochures, or other materials related to work under this IAA, which the Servicing Agency desires to publish, display, or release internally, to other contractors, to other government agencies, or to the public, shall be provided through established public information release process to Requesting Agency for approval at least eight (8) weeks prior to the desired printing or release date. This includes descriptive or promotional material which links or relates directly or indirectly, the Servicing Agency's product line, manufacturing facilities, manufacturing capabilities, research and development capabilities, and technical services availabilities in performance of naval nuclear propulsion work. As part of the approval request, the Requesting Agency shall identify the specific media to be used as well as other pertinent details of the proposed release. All releases related to work under this IAA, regardless of tier of supplier, must have the prior approval of the Requesting Agency.
- (2) Should any information described in (1) above be requested, subpoenaed, or otherwise sought by a court or other judicial or administrative author, this situation must be promptly brought to the attention of the Requesting Agency to permit appropriate measures to be taken to protect the information. Under no circumstances should this information be released to such authority without prior notification and agreement of the Requesting Agency.
- (3) The Servicing Agency agrees that this requirement for prior approval from the Requesting Agency of any release shall survive this IAA and that the Servicing Agency shall not for a period of twenty years subsequent to the issuance of the IAA either directly or indirectly issue any such release without the requisite approval of the Requesting Agency or its assignee.
- (4) The Servicing Agency shall include all provisions of this article including this sentence in all contracts and subcontractors, if any, under this IAA.

f. INTERPRATION OF IAA

If the Servicing Agency and Requesting Agency are unable to agree about a material aspect of either 7600A or 7600B of the IAA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IAA, including amendment of this IAA, as necessary, by escalating the dispute within their respective organizations.

If a dispute related to funding remains unresolved for more than thirty (30) calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution

Committee for review in accordance with Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, "Agency Reporting Requirements for the Financial Report of the United States Government;" Appendix 10 - Intragovernmental Business Rules, or subsequent guidance.

g. INSPECTIONS

The Requesting Agency and/or its designees shall have the right to observe and inspect the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Requesting Agency and/or its designees perform observations or inspections on the premises of the Servicing Agency, the Servicing Agency shall provide all reasonable assistance for the safe and convenient performance of the observations or inspections.

h. COST REPORTS

Each month, the Servicing Agency shall submit (1) a work progress and cost report and (2) a "Report on Reimbursable Orders" to NNL Administrator identified in Form FS 7600B, block 94. The cost report shall include funds authorized, total costs expended to date, dates of service, labor (man-day) costs, supplies/materials, travel, subcontracts, and other direct costs, an estimated cost to complete, and the Servicing Agency's evaluated physical completion.

i. BILLING & PAYMENT

The Requesting Agency will pay the Servicing Agency for bills for costs incurred. The DOE obligating document number should be included on all documentation related to the agreement.

The Requesting Agency's preferred method for reimbursing the Servicing Agency is via the Intra-Governmental Payment and Collection (IPAC) System, citing Agency Location Code (ALC) 89-00-0001 as the chargeable activity. When the reimbursement for products and/or services furnished under this agreement will be effected by means of IPAC, the Servicing Agency shall provide the Requesting Agency with the appropriate instructions for transmitting the ALC, Treasury Account Symbol (TAS), Business Event Type Code (BETC), Business Partner Network (BPN) number (usually the Data Universal Numbering System (DUNS) number), Line of Accounting (LOA), points of contact, and other information identified in Part B of this IA.

The invoice and documentation identifying work performed and supporting IPAC charges should be submitted to the NNL Administrator identified in FS Form 7600B, Block 94.

Questions regarding payment should be directed to:

Naval Reactors Laboratory Field Office
U.S. Department of Energy
P.O. Box 109

West Mifflin, PA 15122

Attn: Tammy Capani

Phone: (412) 476-7287

Email: Tammy.Capani@nrp.doe.gov

j. ADVANCE INFORMATION

Advance payments are not allowed under this Order.

k. FUNDING CLAUSES/INSTRUCTIONS

a. LIMITATION OF REQUESTING AGENCY'S OBLIGATION

If the total funding obligation is less than the total face value in block 24 of the cover page of this document, this clause is applicable.

- (1) This interagency agreement is incrementally funded. The sum of \$25,000.00 of the total amount is presently available for payment and is obligated to this interagency agreement.
- (2) The Servicing Agency agrees to perform up to the point at which the total amount payable by the Servicing Agency, including reimbursement in the event of termination of those item(s) for the Servicing Agency's convenience, approximates the total amount currently allotted to the interagency agreement.. The Requesting Agency will not be obligated in any event to reimburse the Servicing Agency in excess of the amount allotted to the agreement for those item(s) or services regardless of anything to the contrary in the provisions of this interagency agreement, including any termination clause herein.
- (3) The Servicing Agency will notify the Requesting Agency Contracting Officer in writing at least ninety days prior to the date when the Servicing Agency has reason to believe the costs it expects to incur under this interagency agreement, when added to all costs previously incurred will exceed 85% of the total amount then allotted to this agreement. The notification will state the amount of additional funds required for timely performance to complete the agreement. If, after such notification, additional funds are not allotted by the date identified in the Servicing Agency's notification, or by an agreed-upon substitute date, the Contracting Officer will terminate any item(s), service or portion thereof in accordance with the termination provision of this agreement.
- (4) If additional funds are obligated for continued performance before termination, the agreement will continue with an appropriate adjustment to payment and period of performance provisions, subject to the availability of funds.
- (5) The Requesting Agency may, at any time prior to termination, allot additional funds for performance.

(6) Nothing in this provision affects the right of either party to terminate this agreement pursuant to the provision entitled "IA Termination."

(7) The parties contemplate that the Requesting Agency will obligate funds to this agreement in accordance with the following schedule:

FY19	\$25,000	\$25,000
FY20	\$500,000	\$525,000
FY21	\$675,000	\$1,200,000
FY22	\$500,000	\$1,700,000
FY23	\$300,000	\$2,000,000

20. Servicing Clauses

This GT&C does not document the obligation of funds between the Parties. Any obligation of funds pursuant to this GT&C will be accomplished using the Order Requirements and Funding Information FS Form 7600B. The obligation of funds by the Parties is subject to the availability of appropriated funds and shall be in accordance with the Treasury Financial Manual (TFM). The budget official of the Buyer shall provide a certification in block 95 of the 7600B, that the funds cited on the 7600B are properly chargeable for the purposes cited in the Order.

The following Economy Act Determinations shall be made prior to issuance and acceptance of any Order under this GT&C:

1. The Requesting Agency has determined that funds are available.
2. The Requesting Agency has determined that the Order is in the best interest of the Government.
3. The Servicing Agency is able to provide the ordered support.
4. The Requesting has determined that the support cannot be provided as conveniently or economically by a commercial enterprise
 - a. This GT&C sets forth respective roles and responsibilities for both parties; is not meant to be all inclusive, or prescriptive; but establishes the general framework guiding the expectations of both parties.
 - b. Review/Analysis/Evaluation. Support provided and received under this GT&C shall be reviewed jointly by the parties at least annually for funding adjustments during the budget formulation process and an evaluation of performance and services should be completed.

Changes in support requirements will be memorialized in writing in accordance with GTC instructions.

c. Support Changes. Support will be provided consistent with the capabilities, capacity, and resources of Seller. If Buyer's requirements are changed or cancelled, Buyer should provide advance written notice to Seller; notice of cancellation shall comply with GT&C instructions. Seller will provide Buyer with as much advance notice as practicable for changes in Support levels to Buyer that are necessitated by mission requirements or changes to Seller's capability, capacity, or resources.

d. Terms/Transfer. The terms outlined in this GT&C constitute the entire GT&C to both signed parties. Upon signature, all previous agreements related to this matter are hereby cancelled. This GT&C is non-transferable. Should either party need to transfer any of the roles or responsibilities laid out within this document to a new party, a new agreement must be created with the new party, and this GT&C must be amended or terminated.