

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. 3-87-2-1878		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-87-355 dtd 6/18/87			
5. ISSUED BY U.S. Small Business Administration Washington District Office 1111 18th Street, NW Washington, DC 20036		CODE		6. ADMINISTERED BY (If other than Item 5) U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Irving Burton Associates, Inc. 1000 Vermont Avenue, NW Washington, DC 20005				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM 12	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR See Section F of Prime Contract		CODE		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Administration & Resources Management Division of Accounting, Washington, DC 20555			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				14. ACCOUNTING AND APPROPRIATION DATA See Prime Contract			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Services to perform "Internal Control Reviews" in accordance with the attached Prime Contract. See page 2 for special 8(a) Subcontract Clause INDEFINITE QUANTITY TASK ORDER CONTRACT						
8710080261 870929 PDR CONTR NRC-10-87-355 PDR			Ceiling - 15G. TOTAL AMOUNT OF CONTRACT \$700,000.00				
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> 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.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) IRVING BURTON, PRESIDENT				20A. NAME OF CONTRACTING OFFICER Mary P. Swales Contracting Officer			
19B. NAME OF CONTRACTOR BY Irving Burton (Signature of person authorized to sign)		19C. DATE SIGNED 9/29/1987		20B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)		20C. DATE SIGNED 9/29/87	

52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS. (APR 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. NRC-10-87-355 with the U.S. Nuclear Regulatory Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Irving Burton Associates, Incorporated, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. NRC-10-87-355 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the U.S. Nuclear Regulatory Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the U.S. Nuclear Regulatory Commission.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(End of clause)

(AV 1-1.713-3(e)(1))

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 25	
2. CONTRACT (Proc. Inst. Ident.) NO. NRC-10-87-355		3. EFFECTIVE DATE September 21, 1987		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. ADM-87-355 dtd 6/18/87			
5. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Washington, DC 20555		CODE		6. ADMINISTERED BY (If other than Item 5)		CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PRIME: Small Business Administration Washington District Office 1111 18th Street, NW Washington, DC 20036 SUB: Irving Burton Associates, Inc. 1000 Vermont Avenue, NW Washington, DC 20005		6. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless other- wise specified) TO THE ADDRESS SHOWN IN: 12	
CODE		FACILITY CODE	
11. SHIP TO/MARK FOR See Section F. of Contract		12. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Office of Administration & Resources Management Division of Accounting, Washington, DC 20555	

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA B&R No. 41-40-00-702 APPN No. 31X0200.407 \$1,000.00	
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Services to perform "Internal Control Reviews" in accordance with the Statement of Work herein and as implemented by Irving Burton Associates, Inc.'s Technical Proposal dated August 14, 1987. See Clause 52.219-11, Section I, for Special 8(a) contract conditions. INDEFINITE QUANTITY TASK ORDER CONTRACT				
15G. TOTAL AMOUNT OF CONTRACT					\$ 700,000.00

14,700,000.00

16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. NAME AND TITLE OF SIGNER (Type or print) Mary P. Swales Contracting Officer		20A. NAME OF CONTRACTING OFFICER Ronald D. Thompson	
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	
19C. DATE SIGNED 9/28/87		20C. DATE SIGNED 9-1-87	

B.1 Consideration and Obligation.

- a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$700,000.00. The Contracting Officer may unilaterally increase this amount as necessary for completion of orders placed with the Contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.
- b. The amount presently obligated with respect to this contract is \$1,000.00. The Contracting Officer or other individuals specifically authorized under this contract may issue orders for work up to amount presently obligated. This obligation amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligation amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligation amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligation amount specified above is done so at the Contractor's sole risk.
- c. A total estimated cost and fee, if any, will be negotiated for each task order and will be incorporated as a ceiling in the resultant task order. The Contractor shall comply with the provisions of 52.232-20 - Limitation of Cost (APR 1984) for fully funded task orders and 52.232-22 - Limitation of Funds (APR 1984) for incrementally funded task orders, issued hereunder.

Section C - Description/Specifications/Work Statement

C.1 Statement of Work

1. General Description

Independently, and not as an agent of the Government, the contractor shall perform internal control studies or other evaluations over a three-year contract period in support of any administrative areas; including training in the area of internal control and management reviews. The studies and evaluations to be performed by the contractor will be selected from the topics described below for each general topic group or similar topics of equivalent complexity.

The contractor shall be capable of providing multi-disciplinary talent and experience in any required administrative area to perform work under this contract. All work to be performed under this contract will be initiated by the issuance of Task Orders by the Government. Tasks will be contracted as either fixed price or cost type, as negotiated by the Contracting Officer.

2.0 Internal Control Reviews

For planning purposes, 50 percent of the total level of effort for this contract will be needed in the area of internal control reviews (ICR)'s. These reviews, performed under the oversight of the NRC's Internal Control Committee (ICC), will be executed under the guidelines and requirements of OMB Circular A-123. Internal control potential areas for ICR's include:

- ° NRC total procurement process including work procured at Department of Energy national laboratories.
- ° Budget estimates versus actual execution.
- ° Operations of the NRC's Federally Funded Research and Development Center.
- ° Manpower tracking and FTE reporting and control.
- ° Others as identified in the risk assessment process.

2.1 Training in Internal Control and Management Reviews

For planning purposes, 10 percent of the total level of effort for this contract will be in the area of ICR or A-127 training. The contractor shall develop, document and conduct training for managers, as required. A training plan shall be submitted and documentation of all training conducted.

2.2 Financial Management Systems Evaluation

For planning purposes, 20 percent of the total level of effort for the contract will be in the area of financial management system evaluation. The contractor shall conduct an evaluation of the Financial Management and Accounting Systems of the NRC as required by and in accordance with OMB Circular A-127. A plan shall be submitted which shall define content, format and schedule of the evaluation. Training will be provided so that the NRC will be able to perform subsequent reviews. The evaluation shall conform to the requirements of the ICC and input shall be submitted to the Chairman, ICC.

The contractor shall submit a draft and final report on the evaluation.

2.3 Risk Analysis

For planning purposes, 10 percent of the total level of effort for this contract will be in the area of risk analysis. The contractor may assist NRC management in the conduct of a vulnerability assessment as specified in OMB Circular A-123. The assistance will encompass the presentation of background information to the ICC and providing through discussions, questions and answers the potential risks in each identified

assessable unit. The contractor, together with the ICC assessable unit manager will document the inherent risks and the general control environment.

2.4 Corrective Actions

For planning purposes, 10 percent of the total level of effort for this contract will be in the area of corrective actions, followup and assistance. The contractor may assist in the implementation of corrective actions. This effort may include providing input for the preparation of NRC policy requirements; assistance in the preparation of operating procedures; assistance in the implementation of the required corrective actions identified as a result of internal control reviews.

2.5 Level of Effort

The exact number and scheduling of projects cannot be determined. No specific amount of work is either guaranteed or implied. The contractor will be compensated only for work actually performed. If such requirements fail to materialize in the number estimated below, such failure shall not constitute grounds for an equitable adjustment hereunder. However, the contractor is guaranteed a minimal amount specified in Section H. herein, in the provision entitled, "Minimum and Maximum Contract Amount."

C.2 Travel

- 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 (APR 1984).

Section D - Packaging and Marking

D.1 Packaging and Marking When Delivering a Product

The Contractor shall package material for shipment to the NRC in such a manner that will insure 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.

Section E - Inspection and Acceptance

E.1 Place of Inspection and Acceptance

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

Section F - Deliveries and Performance

F.1 Reports, Documentation and Other Deliverable End Items

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.

F.2 Technical Progress Report

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:

- 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.3 Financial Status Report

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 the 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.

F.4 Place of Delivery.

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

- a. Project Officer (3 copies)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-10-87-355
Mail Stop: 12109
Washington, D.C. 20555

- b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-10-87-355
Office of Administration and Resources Management
Mail Stop: AR-2223
Washington, D.C. 20555

F.5 Duration of Contract Period.

The ordering period for this contract shall commence on the effective date reflected in block 3 of the SF 26 and will expire 36 months thereafter. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering (APR 1984)).

F.6 FAR Citations

Section G - Contract Administration Data

G.1 Indirect Rates

- 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:

Category	Rate (%)	Cost Base	Applicable Period
Overhead	58.94	Direct Labor	Calendar Year 1987
Overhead	60.63	Direct Labor	Calendar Year 1988
Overhead	60.53	Direct Labor	Calendar Year 1989
Overhead	61.52	Direct Labor	Calendar Year 1990

- 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 ((APR 1984) or 52.232-22 - Limitation of Funds (APR 1984), as applicable, if such change(s) affect(s) performance of work within the established cost or funding limitations.

G.2 Project Officer Authority.

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

Name: Gordon Fowler

Address: U.S. Nuclear Regulatory Commission
Deputy Director for Financial Management and Controller
Office of Administration and Resources Management
Washington, DC 20555

- 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). Providing 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 or settles any claim or dispute arising under the contract, or issue 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 submitted 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 (APR 1984).
 - 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 Contractor and submitting to the Contracting Officer recommendations for approval, disapproval, or suspension for supplies and services required under this contract.

G.3 Travel Reimbursement

- a. 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. The Contractor can obtain the Regulations from the Superintendent of Documents, Government Printing Office, Washington, DC 20402.
- b. 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.
- c. The rates for any NRC approved foreign travel under this contract 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 U. S. Government Printing Office, Washington, D.C. 20402

G.4 Method of Payment

- a. Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.
- b. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, the Contractor shall forward the following information in writing to the Contracting Officer within seven days after the effective date of the contract.
 - 1). Name and address of organization.
 - 2). Contact person and telephone number.

- 3). Name and address of financial institution.
 - 4). Contractor's Financial institution's 9-digit ABA identifying number for routing transfer of funds.
 - 5). Telegraphic abbreviation of Contractor's financial institution.
 - 6). Account number at Contractor's financial institution.
 - 7). Signature and title of person supplying this information.
- c. In the event the Contractor's financial institution does not have access to the Federal Reserve Communications System, the Contractor shall forward the following information with regard to a correspondent or alternate financial institution. The information shall be in writing and submitted to the Contracting Officer within seven days after the effective date of the contract.
- 1). Name and address of organization.
 - 2). Contact person and telephone number.
 - 3). Name and address of financial institution.
 - 4). Telegraphic abbreviation of Contractor's financial institution.
 - 5). Account number at Contractor's financial institution.
 - 6). Name and address of the correspondent financial institution that has access to the Federal Reserve Communications System.
 - 7). Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds.
 - 8). Telegraphic abbreviation of correspondent financial institution.
 - 9). Signature and title of person supplying this information.
- d. Any changes to the information furnished under this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

G.5 Payment Due Date.

- a. Payments under this contract will be due 30 calendar days after the later of:

- 1) The date of actual receipt of a proper invoice in accordance with the attached "Billing Instructions" (applies to Cost Reimbursement Task Orders), or
 - 2) The date the final deliverable product/service is accepted by the Government.
- b. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of the final deliverable product/service performed in accordance with the terms of the contract.
 - c. If the final product/service is rejected for failure to conform to the technical requirements of the contract, the provisions in paragraph b of this clause will apply to the new delivery of the final product/service.
 - d. The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.6

Payment Due Date.

- a. Payments under this contract will be due 30 calendar days after the later of:
 - 1) The date of actual receipt of a proper invoice in accordance with the attached "Billing Instructions" (applies to Fixed Price Task Orders), or
 - 2) The date the supplies/services are accepted by the Government.
- b. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies or performance of the services in accordance with the terms of the contract.
- c. If the supplies/services are rejected for failure to conform to the technical requirements of the contract, or for damage in transit or otherwise, the provisions in paragraph b of this clause will apply to the new delivery of replacement supplies or performance of the services.
- d. The date of payment by wire transfer through the Treasury Financial Communications Systems shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

G.7 Interest on Overdue Payments.

- a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801)(applies to Cost Reimbursement Task Orders) is applicable to payment of the expiration invoice under this contract and requires the payment of interest to Contractors on overdue payments of the expiration invoice or improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - 1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - 2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.
- c. For purposes of this clause, an expiration invoice is defined as a claim submitted for costs incurred for performance through the expiration date of a Cost Type contract.

G.8 Interest on Overdue Payments.

- a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801)(applies to Fixed Price Task Orders) is applicable to payments under this contract and requires the payment of interest to Contractors on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:
 - 1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.
 - 2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

G.9 Task Order Procedures

a. Task Order Request for Proposal

When a requirement within the scope of work for this contract is identified, the Contracting Officer will transmit to the Contractor a Task Order Request for Proposal which will include the following, as appropriate:

- 1). Scope of Work/Meetings/Travel and Deliverables.
- 2). Reporting Requirements.
- 3). Period of Performance - Place of performance.
- 4). Applicable Special Provisions.
- 5). Technical Skills Required.
- 6). Estimated Level of Effort.

b. Task Order Proposal

By the date specified in the Task Order Request for Proposal, the Contractor shall deliver to the Contracting Officer a written Task Order Proposal that provides the following technical and cost information, as appropriate:

1). Technical Proposal Content.

- a). A discussion of the scope of work requirements to substantiate the Contractor's understanding of the requirements of the Task Order and the Contractor's proposed method of approach to meet the objective of the order.
- b). Resumes for professional personnel proposed to be utilized in the performance of any resulting task order. Include educational background, specific pertinent work experience and a list of any pertinent publications authored by the individual.
- c). Identification of administrative support personnel and/or facilities that are needed to assist the professional personnel in completing work on the task order.
- d). Identification of "Key Personnel" and the number of staff hours that will be committed to completion of work on the Task Order.

2). Cost Proposal

The Contractor's cost proposal for each Task Order shall be prepared using the Standard Form 1411, Contract Pricing Proposal cover sheet. A copy of the form and instructions are attached to this contract. Each Task Order cost proposal shall be fully supported by cost and pricing data adequate to establish the reasonableness of the proposed

amounts. When the Contractor's estimated cost for the proposed Task Order exceeds \$100,000 and the period of performance exceeds 6 months, the Contractor is required to submit a Spending Plan as part of its cost proposal.

c. Task Order Award

The Contractor shall perform all work described in definitized Task Orders issued by the Contracting Officer. Definitized Task Orders will include the following:

- 1). Statement of Work,/Meetings/Travel and Deliverables.
- 2). Reporting Requirements.
- 3). Period of Performance.
- 4). Key Personnel.
- 5). Applicable Special Provisions.
- 6). Total Task Order amount.

G.10 Accelerated Task Order Procedures

- a. The NRC may require the Contractor to commence work before receipt of a definitized Task Order from the Contracting Officer. Accordingly, when the Contracting Officer verbally authorizes, the Contractor shall proceed with performance of the Task subject to monetary limitation established for the Task Order by the Contracting Officer.
- b. When this accelerated procedure is employed by the NRC, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive Task Order and agrees to submit a cost proposal with supporting cost or pricing data. If agreement on a definitized Task Order is not reached by the target date mutually agreed upon by the Contractor and Contracting Officer or within any extension of it granted by the Contracting Officer, the Contracting Officer may determine a reasonable price and/or fee in accordance with Subpart 15.8 and Part 31 of the FAR, subject to Contractor appeal as provided in 52.233-1 - Disputes (APR 1984). In any event, the Contractor shall proceed with completion of the Task Order, subject only to the monetary limitation established by the Contracting Officer and the terms and conditions of the basic contract.

Section H - Special Contract Requirements

H.1 Key Personnel

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

Mr. Irving Burton
Mr. Clarence Lammers

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 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 that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he/she 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 Safety, Health, and Fire Protection.

The Contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of employees and of members of the public and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the Contractor fails to comply with said regulations or requirements, the Contracting Officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the Contracting Officer. The Contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

H.3 Dissemination of Contract Information.

The Contractor shall comply with the requirements of NRC Manual Chapters 3202 and 3206 regarding publication 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.

H.4 Private Use of Contract Information and Data.

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

H.5 Drawings, Designs, and Specifications.

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 thereof, shall be subject to inspection by the Commission at all reasonable times (for which inspection the proper facilities shall be afforded the Commission by the Contractor and its subcontractors), shall be 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 shall, subject to the right of the Contractor to retain a copy of said 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 shall be subject to the security, patent, and use of information provisions, if any, of this contract.

H.6 Contractor Organizational Conflicts of Interest (OMB Clearance Number 3150-0112)

- a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:
 - 1). Is not placed on 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 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 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 prescriptions 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.

H.7 Government Furnished Property/Materials - None Provided.

The Government will not provide any property/materials, notwithstanding any provisions of the specification(s) to the contrary.

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Special Conditions

"All task orders with subcontracting in excess of *55% of the dollar amount of the task order shall be executed by SBA prior to issuance. SBA must determine that *45% of the dollar value of the combined total of all task orders will be performed by the 8(a) concern before executing the task orders. All task orders with subcontracting less than *55% may be issued by the procuring agency without the approval of SBA. The procuring agency shall provide to SBA copies of all other task orders prior to issuance."

(* The maximum subcontracting percentage as authorized by 13 CFR 124.302(b) based on the type of business classification.)

PART II - CONTRACT CLAUSES

Section I - Contract Clauses

52.216-18 ORDERING. (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through 36 months thereafter.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

(End of clause)
(R 7-1101 1968 JUN)

52.216-22 INDEFINITE QUANTITY. (APR 1984)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimated only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the effective date of the contract.

(End of clause)
(R 7-1102.3(b) 1965 AUG)

Minimum and Maximum Contract Amount

During the life of this contract, the Government shall place orders totaling a minimum of \$1,000.00. Total orders placed during the life of the contract shall not exceed \$700,000.00.

52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS. (APR 1984)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegates to the U.S. Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the U. S. Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the U.S. Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(End of clause)

(AV FPR 1-1.713-3(d)(1))

52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (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)

(R 7-203.27 1967 JUN)

52.233-3 PROTEST AFTER AWARD (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

52.233-3 PROTEST AFTER AWARD (JUN 1985)--Alternate I (JUN 1985)

(a) Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

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

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

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (APR 1984)

This contract incorporates the following 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.

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

Section E

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE. (APR 1984)

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT. (APR 1984)

Section F

52.212-13 STOP-WORK ORDER. (APR 1984) (Applies to Fixed Price Task Orders)

52.212-13 STOP-WORK ORDER.-- Alternate 1 (APR 1984) (Applies to Cost Reimbursement Task Orders)

52.212-15 GOVERNMENT DELAY OF WORK. (APR 1984)

52.247-34 F.O.B. DESTINATION. (APR 1984)

Section I

- 52.202-1 DEFINITIONS. (APR 1984)
- 52.203-1 OFFICIALS NOT TO BENEFIT. (APR 1984)
- 52.203-3 GRATUITIES. (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(JUL 1985)
- 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL. (APR 1984)
- 52.215-2 AUDIT--NEGOTIATION. (APR 1984)
- 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA. (APR
1984)
- 52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--
MODIFICATIONS. (APR 1985)
- 52.215-24 SUBCONTRACTOR COST OR PRICING DATA. (APR 1985)
- 52.215-75 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS. (APR
1985)
- 52.215-26 INTEGRITY OF UNIT PRICES (JUL 1986)--Alternate I (JUL 1986)
- 52.215-30 FACILITIES CAPITAL COST OF MONEY. (APR 1984)
- 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (APR 1984)
- 52.215-33 ORDER OF PRECEDENCE. (JAN 1986)
- 52.216-7 ALLOWABLE COST AND PAYMENT. (APR 1984)
- 52.216-8 FIXED FEE. (APR 1984)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
DISADVANTAGED BUSINESS CONCERNS. (JUN 1985)
- 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES. (AUG 1986)
- 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS. (APR 1984)
- 52.222-3 CONVICT LABOR. (APR 1984)
- 52.222-26 EQUAL OPPORTUNITY. (APR 1984)
- 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS (APR 1984)
- 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
- 52.223-2 CLEAN AIR AND WATER. (APR 1984)
- 52.227-1 AUTHORIZATION AND CONSENT. (APR 1984)
- 52.228-7 INSURANCE LIABILITY TO THIRD PERSONS. (APR 1984)
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT).
(APR 1984)
- 52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO
RICO. (APR 1984)
- 52.232-1 PAYMENTS. (APR 1984) (Applies to Fixed Price Task Orders)
- 52.232-11 EXTRAS. (APR 1984)
- 52.232-17 INTEREST. (APR 1984)
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- 52.233-1 DISPUTES. (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION. (APR 1984)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- 52.243-1 CHANGES--FIXED-PRICE. (APR 1984)--Alternate II. (APR 1984)
(Applies to Fixed Price Task Orders)
- 52.243-2 CHANGES--COST-REIMBURSEMENT. (APR 1984)--Alternate II.
(APR 1984) (Applies to Cost Reimbursement Task Orders)
- 52.244-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (JAN 1986)

- 52.244-2 SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS)
(JUL 1985)
- 52.244-5 COMPETITION IN SUBCONTRACTING. (APR 1984)
- 52.246-25 LIMITATION OF LIABILITY--SERVICES. (APR 1984)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE).
(APR 1984) (Applies to Fixed Price Task Orders)
- 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 1986) (Applies to
Cost Reimbursement Task Orders)
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
- 52.249-14 EXCUSABLE DELAYS. (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Section J - List of Attachments

J.1 Attachments

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions for Fixed Price and Cost Reimbursement Contracts
3	NRC Manual Chapter 3202

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.

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 §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.

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)(i), 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.

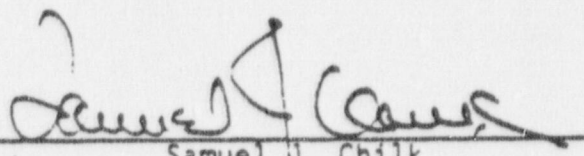
Such action shall be strictly limited to those situations in which: (1) The work to be performed under contract is vital to the NRC program; (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or 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 J. Chilk
Secretary of the Commission

(REVISED - 4/87)

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

General. The contractor shall submit vouchers or invoices as prescribed herein.

Form. Claims shall be submitted on the payee's letterhead, invoice or on the Government's Standard Form 1034 "Public Voucher for Purchases and Services Other Than Personal," and Standard Form 1035 "Public Voucher for Purchases Order Other Than Personal -- Continuation Sheet." These forms are available from the Government Printing Office, 701 North Capitol Street, Washington, DC 20801.

Number of Copies and Mailing Address. An original and six copies shall be submitted to NRC offices identified below.

Frequency. The contractor shall submit an invoice or voucher only after NRC's final acceptance for services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher. The voucher shall be prepared in ink or typewriter (without strikeouts) and corrected or erasures must be initialized. It must include the following:

- (a) Payor's name and address. (i) Address the original voucher (with 4 copies) to: U.S. Nuclear Regulatory Commission, Division of Accounting and Finance, ATTN: GOV/COM Accounts Sections, Washington, DC 20555. (ii) Address 2 copies to: U.S. Nuclear Regulatory Commission, ATTN: E. L. Halman, Director, Division of Contracts, Washington, DC 20555. (iii) The original copy of the voucher should indicate that (2) copies have been forwarded to the Contracting Officer.
- (b) Voucher number.
- (c) Date of voucher.
- (d) Contract number and date.
- (e) Payee's name and address. (Show the name of the contractor and its correct address, except when an assignment has been made by the contractor or a different payee has been designated, then insert the name and address of the payee.)
- (f) Description of articles or services, quantity, unit price, and total amount.

- (g) Weight and zone of shipment, if shipped by parcel post.
- (h) Charges for freight or express shipments, and attached prepaid bill, if shipped by freight or express.
- (i) Instructions to consignee to notify Contacting Officer of receipt of shipment.
- (j) Final invoice marked: "FINAL INVOICE"

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

Form NRC-489
(1-76)

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

CHAPTER 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
Page		
Appendix	NRC-3202	4/29/82

TRANSMITTED:

	Number	Date
TN	3200-21	
Chapter	NRC-3202	8/29/84
Page		
Appendix	NRC-3202	8/29/84

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

Volume: 3000 Information and Foreign Activities
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.

Approved: August 29, 1984

- 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.

- (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.

036 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.

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.

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 Panel 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.

Approved: August 29, 1984

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.

- 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.

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

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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

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.

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, 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. 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
7526 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. Gilmore 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. Benson, W. H. Buckner, F. V. Thome, J. A. Lewin, T. W. Gimore, S. H.
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.

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

NRC Appendix 3202
Part II

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

NRC FORM 426A (2-79) NRCM 3201		U.S. NUCLEAR REGULATORY COMMISSION		1 REPORT NUMBER (if any)	Submit an advance copy through the Technical Information and Library Center
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				2 DISTRIBUTION CATEGORY (if any)	Submit advance copy through the NRC Distribution Center, 400 1st St. SW, NW 20540
3 TITLE AND SUBTITLE (State in full as shown on document)					
4 AUTHORS (If more than three, name first author followed by and others)					
5 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 FIO NUMBER (Or NRC or DOE contract number)					
b IF CONTRACTOR IS AUTHORIZED TO PRINT PLEASE PROVIDE THE FOLLOWING INFORMATION					
Number of Copies Printed		Estimated Composition 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) DATES OF CONFERENCE					
(3) LOCATION OF CONFERENCE					
c OTHER (Indicate type of item e.g. thesis speech audio-visual guide etc.)					
13 SPECIAL DISTRIBUTION (Send 21 copies to the Distribution Services Branch, Division of Technical Information and Documents, NRC, 400 1st St., NW, Washington, D.C. 20540. Also send 21 copies to the NRC Library, 400 1st St., NW, Washington, D.C. 20540. Submit advance copy to the NRC Library. Continue instructions on reverse of separate sheet if no space.)					
14 PATENT CLEARANCE (If applicable)			15 SUBMITTED BY		
For each completed, submit NRC Form 426A together with the related documents for review TO: Appropriate Patent Counsel			a NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR (Type)		
b PATENT CLEARANCE NOT REQUIRED			c OFFICIAL'S ORGANIZATIONAL UNIT		
d PATENT CLEARANCE GRANTED			e SIGNATURE (Authorize copy distribution only if both lines are)		
f PATENT CLEARANCE DENIED			DATE		
g PATENT COUNSEL'S SIGNATURE			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 Material 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, 1217 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 translations. 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 effort.

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, 7620 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: _____

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

NRC Appendix 3202
Part 11

EXHIBIT 7
NRC FORM 335 - BIBLIOGRAPHIC DATA SHEET

NRC FORM 335 10-64 NRC 1142 1001, 1002 BIBLIOGRAPHIC DATA SHEET SEE INSTRUCTIONS ON THE REVERSE		1. REPORT NUMBER Assigned by NRC 100 100 1 0001	
3. TITLE AND SUBTITLE		2. 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)	
8. SPONSORING ORGANIZATION NAME AND MAILING ADDRESS (Include Zip Code)		9. PROJECT/TASK WORK UNIT NUMBER 10. FUNDING NUMBER	
12. SUPPLEMENTARY NOTES		11. TYPE OF REPORT	
		13. PERIOD COVERED (Indicate Dates)	
13. ABSTRACT (200 words or less)			
14. DOCUMENT ANALYSIS - KEYWORDS-DESCRIPTOR		15. AVAILABILITY FEATURES	
16. SYNTHESIS/OPEN ENDED TERMS		16. SECURITY CLASSIFICATION (For report) _____ (For report) _____	
		17. NUMBER OF PAGES	
		18. PRICE	
		19. 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, slashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/CR-0100, and NUREG/SR-0010. For reports in a series add Vol., Suppl., Revision, and Addendum, when necessary. Add contractor cross-reference identification number (if any) below NUREG number, e.g., PNL-XXXX, SANDXX-XXXX, SAI-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 initials 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, state, and 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 Docker file. 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 (keywords) 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 typefaces need not be exactly the same as in Exhibits 3 and 4, the items shall appear in approximately the locations indicated and with the same relative prominence.

(1) NRC 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."

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.

(5) 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 un retrievable 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 23) is to be placed on each hard copy of a report containing safeguards 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. 20546

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. 20545	
NRC File No.	
LIMITED OFFICIAL USE	

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

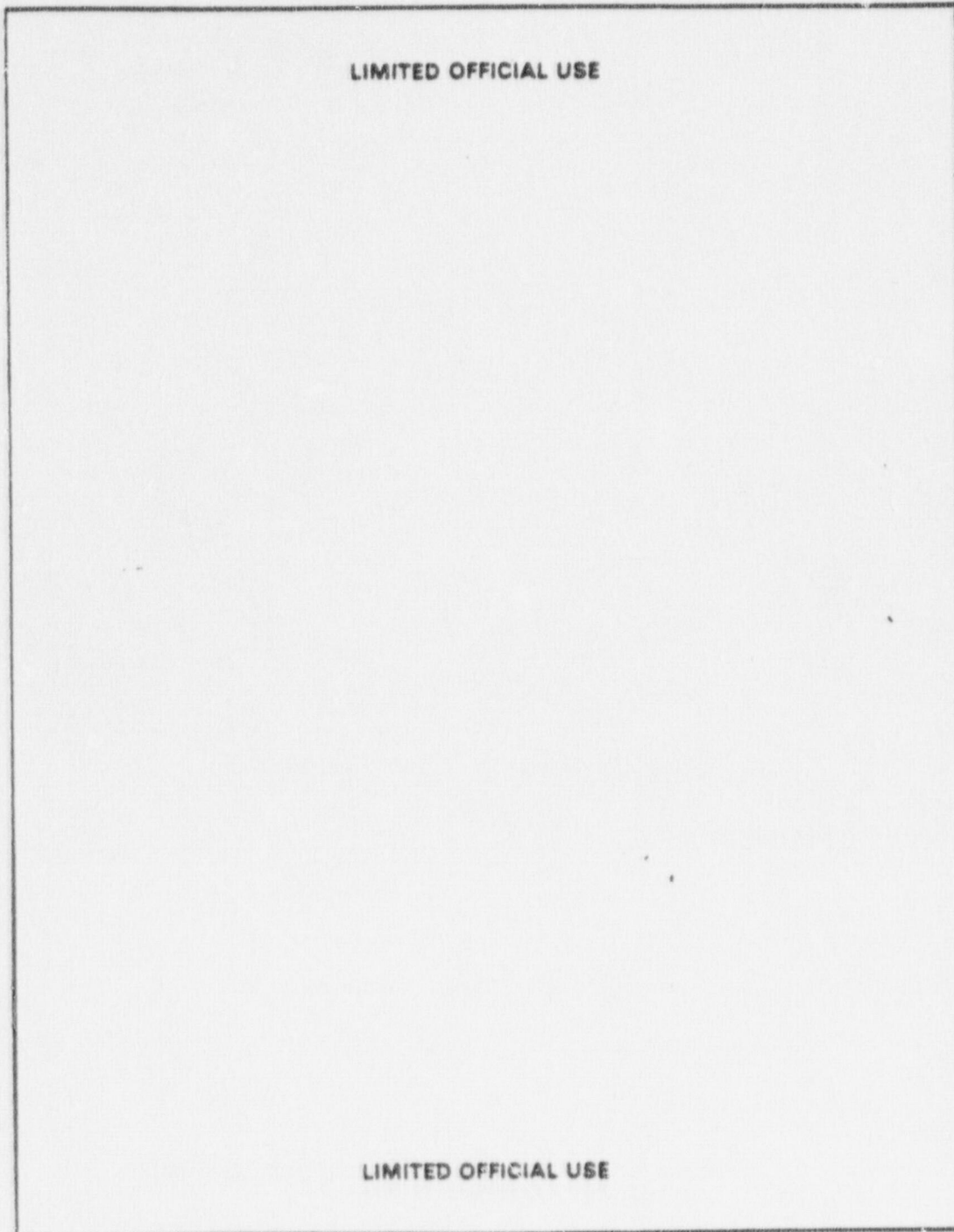


EXHIBIT 14
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

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

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
2.79D (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)(1), and is exempt from mandatory public disclosure pursuant to 10CFR Part 8	
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 § 51 (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 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
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 8

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 CONDUCT 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

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. 20546
NRC File 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)

REVISED COST PROPOSAL

1. Direct Labor

H.M. Hashemian	500 Hrs, \$40/Hr	\$ 20,000.00
K.M. Petersen	500 Hrs, \$30/Hr	15,000.00
Engineer I	500 Hrs, \$20/Hr	10,000.00
Engineer II	500 Hrs, \$15/Hr	<u>7,500.00</u>

Total Direct Labor \$ 52,500.00

2. Labor Overhead

Overhead Rate	150%
Overhead Base	\$52,500.00

Total Overhead \$ 78,750.00

3. Consultants

T.W. Kerlin	100 Hrs, \$60/Hr	\$ 6,000.00
R.L. Anderson	50 Hrs, \$60/Hr	<u>3,000.00</u>

Total Consultants \$ 9,000.00

4. Estimated Travel Expenses

Two one-day trips will be made to the NRC headquarters for oral presentations on the project's technical progress.

Air fare	\$200/trip	\$ 400.00
Fer diem	\$ 35/day	70.00
Lodging	\$ 60/trip	120.00
Car Rental/Taxi	\$ 60/trip	<u>120.00</u>

Total Travel Expense \$ 710.00

5. Fees (Fixed)

Fee Rate	8%
Fee Base	\$140,960.00

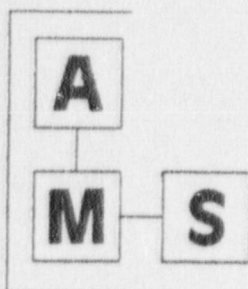
Total fee \$ 11,276.80

Total Project Cost
Plus Fixed Fee \$152,236.80

Signature

9/16/87

Date



ANALYSIS AND
MEASUREMENT SERVICES
CORPORATION

9111 CROSS PARK DRIVE NW / KNOXVILLE, TN 37923-4599 / (615) 691-1756

PROPOSAL REVISION

TO: Ronald D. Thompson
Division of Contracts
Nuclear Regulatory Commission

FROM: K.M. Petersen

SUBJECT: RFP No. RS-RES-87-372 (SBIR Phase II), Entitled "Degradation of
Nuclear Plant Temperature Sensors"

DATE: September 16, 1987

This is in response to the revised statement of work given as Attachment I to your letter of September 1, 1987. AMS will conduct the work as you stated except for the following modification which should be made to meet your funding limitation:

Item #3 "Development of Sensor Design Guidelines" to be deleted and
Item #4 shall exclude response time testing.

A new statement of work and cost proposal is given here reflecting the changes we have discussed. While we are able to address the main goal of the project in light of the reductions made, we urge you to seek additional funding to permit a full-scope study as we originally proposed to provide the NRC with a much-needed and crucial data base.

HH/jas

STATEMENT OF WORK

September 16, 1987

1. Drift testing of typical nuclear plant safety system RTDs.
2. Development of calibration procedures, data reduction methods and tolerances.
3. Measure the long term aging degradation of RTDs and determine the change in calibration; drift and failure modes in order to establish testing and replacement intervals and achievable accuracy in RTD calibration throughout the operating life of a nuclear plant.
4. Progress, topical and final reports at appropriate stages of the work will be submitted to the NRC.

The above tasks will be completed in accordance with the original proposal and a final report will be delivered to the NRC within 24 months from contract award.

In arriving at the revised scope above the in-situ testing, sensor healing, sensor design guidelines, and new sensor technology tasks in the original proposal have been deleted.