

INTERAGENCY AGREEMENT		1. IAA NO. 31310018S0007			PAGE 1 OF 14	
2. ORDER NO.		3. REQUISITION NO. CFO-18-0009		4. SOLICITATION NO.		
5. EFFECTIVE DATE 12/13/2017		6. AWARD DATE 12/13/2017		7. PERIOD OF PERFORMANCE 10/01/2017 TO 09/30/2018		
8. SERVICING AGENCY PERSONNEL MANAGEMENT OFFICE ALC: DUNS: 999999939 +4: US OFFICE OF PERSONNEL MANAGEMENT HUMAN RESOURCES SOLUTION 1900 E ST NW WASHINGTON DC 20415 POC [REDACTED] TELEPHONE NO. [REDACTED]				9. DELIVER TO NUCLEAR REGULATORY COMMISSION NUCLEAR REGULATORY COMMISSION WASHINGTON DC 20555-0001 USA		
10. REQUESTING AGENCY CFO ALC: DUNS: 040535809 +4: US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE ROCKVILLE MD 20852-2738 POC [REDACTED] TELEPHONE NO. [REDACTED]				11. INVOICE OFFICE US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738		
12. ISSUING OFFICE US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-8E06M WASHINGTON DC 20555-0001				13. LEGISLATIVE AUTHORITY Economy Act		
				14. PROJECT ID		
				15. PROJECT TITLE OPM CREDIT MONITORING		
16. ACCOUNTING DATA 2018-X0200-FEEBASED-70-70D001-51-G-128-N7373-253A						
17. ITEM NO.	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT	
00001	The purpose of this Interagency Agreement with the Office of Personnel Management is to provide credit monitoring related services. Master IAA: N/A For OPM Credit Monitoring for FY2018 Services The total amount of award: \$130,050.00. The obligation for this award is shown in box 24.				130,050.00	
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$130,050.00			
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING)			26a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) [REDACTED]			
25b. NAME AND TITLE		25c. DATE	26b. CONTRACTING OFFICER DANIEL APP		26c. DATE 12/13/2017	



UNITED STATES OFFICE OF PERSONNEL MANAGEMENT

Washington, DC 20415

Chief Financial
Officer

NOV 13 2017

MEMORANDUM FOR AGENCY CHIEF FINANCIAL OFFICERS

FROM:

[REDACTED]
Chief Financial Officer

SUBJECT:

FY 2018 Agency Contributions for Credit Monitoring Services

In accordance with the Consolidated Appropriations Act of 2017, Public Law No. 115-31, the Office of Personnel Management (OPM) continues to facilitate the provision of identity theft coverage to individuals impacted by the 2015 cyber incidents for a period not less than 10 years and includes not less than \$5 million in identity theft insurance from Fiscal Years 2016 through 2026. The extended services will cover individuals through FY 2026.

Your agency provides credit monitoring and identity protection services program funding based on the initial allocation methodology designated in FY 2015. The FY 2018 credit monitoring and identity protection services program allocated cost for Nuclear Regulatory Commission is \$130,050. Attached to this communication is the FY 2018 Inter-agency Agreement (SF-7600A and SF-7600 B pre-completed forms) referencing the cost and a period of performance of October 1, 2017 – September 30, 2018. For those agencies utilizing the Intra-Governmental Payment and Collection (IPAC) system, OPM will IPAC for your contribution upon receipt of the completed Inter-agency Agreement.

It is expected that agencies fully comply with the Act by signing and returning the agreements provided to initiate the collection of these funds. Please complete the requesting agency portions of the documents, including a single line of accounting for billing and forward the signed agreements to OPMCreditMonitoring@opm.gov by December 8, 2017. In the event that program costs are lower than anticipated at the end of FY 2018, excess funds will be identified using the initial allocation methodology. OPM will utilize a \$500.00 threshold for returning funds to agencies. This threshold was established based on the anticipated level of effort by both OPM and the agencies in processing the Inter-agency Agreement for returning excess funds. If the excess funds allocated to an agency are less than \$500.00, OPM will not initiate a return of excess funds.

OPM's existing procurement vehicle provides identity theft coverage to individuals impacted by the security breaches until December 31, 2018. OPM, in consultation with its interagency partners, is currently in the process of evaluating follow-on services leveraging the General Services Administration (GSA) Identity Protection Services (IPS) Multiple Award Blanket Purchase Agreement (BPA). Given Federal contracting requirements, the structure of the follow-on award, and the potential Transition-In / Transition-Out services that may occur if there is a change in vendor, it is estimated that the FY 2019 agency contributions may be somewhat higher than previous years. At this juncture, after FY 2019, we anticipate future agency contributions may be equal to or somewhat less than the costs associated with FY 2019.

We appreciate your continued partnership and cooperation in this matter. If you have any questions, concerns, or would like to discuss any other issues related to this matter, please email the OPM Credit Monitoring Team contact Yanira Rosado at (202) 606-1114, Michael Tramposch at (202) 606-3260, or send an email to OPMCreditMonitoring@opm.gov.

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number 15101831000001C - 0000 -
GT&C # _____ Order # _____ Amendment/Mod # _____

DEPARTMENT AND/OR AGENCY

1.	Requesting Agency of Products/Services	Servicing Agency Providing Products/Services
Name	NUCLEAR REGULATORY COMMISSION	Office of Personnel Management National Background Investigations Bureau
Address	11545 Rockville Pike, Mail Stop T9F4, Rockville, MD 0852-2738	1900 E Street NW, Room 6H31 Washington, DC 20415

2. Servicing Agency Agreement Tracking Number (Optional) 15101831000001C

3. Assisted Acquisition Agreement Yes ☐ No ☒

4. GT&C Action (Check action being taken)

☒ New

☐ Amendment – Complete only the GT&C blocks being changed and explain the changes being made.

☐ Cancellation – Provide a brief explanation for the IAA cancellation and complete the effective End Date.

5. Agreement Period Start Date 10-01-2017 End Date 09-30-2018 of IAA or effective cancellation date
MM-DD-YYYY MM-DD-YYYY

6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received.

Yes ☐ If Yes, is this an: Annual Renewal ☐

Other Renewal ☐

State the other renewal period: _____

No ☒

7. Agreement Type (Check One) ☒ Single Order IAA ☐ Multiple Order IAA

8. Are Advance Payments Allowed for this IAA (Check One) ☒ Yes ☐ No

If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation
Revolving Fund Authority

Note: Specific advance amounts will be captured on each related Order.

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number 15101831000001C - 0000 -
GT&C # Order # Amendment/Mod #

9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount.)
(Optional for Assisted Acquisitions)

Direct Cost	\$130,050.00
Overhead Fees & Charges	\$0.00
Total Estimated Amount	\$130,050.00

Provide a general explanation of the Overhead Fees & Charges

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
5 U.S.C. 1304(e)(1)

b. Servicing Agency's Authority (Check One)

Franchise Fund	Revolving Fund	Working Capital Fund	Economy Act (31 U.S.C. 1535/FAR 17.5)	Other Authority
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority
5 U.S.C. 1304(e)(1)

11. Requesting Agency's Scope (State and/or list attachments that support Requesting Agency's Scope.)

12. Roles & Responsibilities for the Requesting Agency and Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency.)

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number 15101831000001C - 0000 -
GT&C # Order # Amendment/Mod #

13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.)

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

30

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements – Requesting Agency's Organizations Authorized To Request Acquisition Assistance for this IAA. (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

18. Assisted Acquisition Agreements – Servicing Agency's Organizations authorized to Provide Acquisition Assistance for this IAA. (State or attach a list of Servicing Agency's organizations authorized to provide acquisition for this IAA.)

N/A

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

United States Government
Interagency Agreement (IAA) – Agreement Between Federal Agencies
General Terms and Conditions (GT&C) Section

IAA Number 15101831000001C - 0000 -
GT&C # Order # Amendment/Mod #

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

In accordance with Consolidated Appropriations Act of 2017, Public Law No. 115-31, OPM shall provide identity theft coverage to impacted individuals from Fiscal Years 2016 through 2026. This Inter-agency Agreement (IAA) is associated with credit monitoring and identity protection program costs for Fiscal Year 2018.

21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency attachments.)

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Daniel App	Timothy C. Miller [REDACTED]
Title	Contract Officer	Acting Chief, NBIB OFP Finance Office
Telephone Number(s)	[REDACTED]	[REDACTED]
Fax Number		
Email Address	[REDACTED]	[REDACTED]
SIGNATURE	[REDACTED]	TIMOTHY MILLER <small>Digitally signed by TIMOTHY MILLER DN: cn=TIMOTHY MILLER, o=U.S. Government, ou=Office of Personnel Management, email=TIMOTHY.MILLER, 0.9.2342.19200300.100.1.1=24001000229057 Date: 2017.11.08 15:00:30 -0500</small>
Approval Date		11-08-2017

UNITED STATES GOVERNMENT INTERAGENCY
AGREEMENT (IAA)
Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section



IAA Number _____ GT&C # _____ Order # _____ Amendment # / Mod # _____ Servicing Agency's Agreement Tracking Number (Optional) _____

PRIMARY ORGANIZATION /OFFICE INFORMATION

24.	Requesting Agency	Servicing Agency
Primary Organization / Office Name		
Responsible Organization / Office Address		

ORDER REQUIREMENTS INFORMATION

25. Order Action (Check One)
New

Modification (Mod) - List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state the new performance period for this Order in Block 27. **Fill out the Funding Modification Summary by Line** (Block 26) if the mod involves adding, deleting, or changing **Funding for an Order Line**.

Cancellation - Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding					
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]					
Funding Change for This Mod					
TOTAL Modified Obligation					
Total Advance Amount (-)					
Net Modified Amount Due					

27. Performance Period

Start Date

MM-DD-YYYY

End Date

MM-DD-YYYY

For a performance period mod, insert the start and end dates that reflect the new performance period.

UNITED STATES GOVERNMENT INTERAGENCY
AGREEMENT (IAA)
Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section



IAA Number _____ GT&C # _____ Order # _____ Amendment # / Mod # _____ Servicing Agency's Agreement Tracking Number (Optional) _____

28. Order Line / Funding Information												Line Number				
Requesting Agency Funding Information												Servicing Agency Funding Information				
ALC																
Component	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
TAS (required by 10/1/2014)																
and/or current TAS format																
BETC																
Object Class Code (Optional)																
BPN																
BPN + 4 (Optional)																
Additional Accounting Classification / Information (Optional)																
Requesting Agency Funding Expiration Date									Requesting Agency Funding Cancellation Date							
MM-DD-YYYY									MM-DD-YYYY							
Project Number & Title																
Description of Products and/or Service, including the Bona Fide Need for this Order (State or attach a description of products/services, including the Bona Fide need for this Order.)																
North American Industry Classification System (NCAIS) Number (Optional)																
Breakdown of Reimbursable Line Costs and/or Breakdown of Assisted Acquisition Line Cost:																
Unit of Measure								Contract Cost								
Quantity		Unit Price		Total				Servicing Fees								
								Total Obligated Cost								
Overhead Fees and Charges								Advance for Line (-)								
Total Line Amount Obligated								Net Total Cost								
Advance Line Amount (-)								Assisted Acquisition Servicing Fees Explanation								
Net Line Amount Due																
Type of Service Requirements																
Severable Service					Non-Severable Service					Not Applicable						

UNITED STATES GOVERNMENT INTERAGENCY
AGREEMENT (IAA)
Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section



BUREAU OF THE
Fiscal Service
LEAD. TRANSFORM. DELIVER.

IAA Number _____ GT&C # _____ Order # _____ Amendment # / Mod # _____ Servicing Agency's Agreement
Tracking Number (Optional) _____

29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C)

Total Advance Amount for the Order _____ [All Order Line Advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue.)

Straight-Line — Provide amount to be accrued _____ and Number of Months _____

Accrual Per Work Completed — Identify the accounting post period:

Monthly per work completed & invoiced

Other — Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: _____

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total]

31. Attachments (State or list attachments)

Key Project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)

Other Attachments (Optional)

BILLING AND PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

Requesting Agency Initiated IPAC

Servicing Agency Initiated IPAC

Credit Card

Other — Explain other payment method and reasoning: _____

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

Monthly

Quarterly

Other Billing Frequency (include explanation): _____

34. Payment Terms (Check One)

7 Days

Other Payment Terms (include explanation): _____

UNITED STATES GOVERNMENT INTERAGENCY
AGREEMENT (IAA)
Agreement Between Federal Agencies
Order Requirements and Funding Information (Order) Section



BUREAU OF THE
Fiscal Service
LEAD. TRANSFORM. DELIVER.

IAA Number _____ GT&C # _____ Order # _____ Amendment # / Mod # _____ Servicing Agency's Agreement
Tracking Number (Optional) _____

35. Funding Clauses / Instructions (Optional) (State and/or list funding clauses/instructions such as Subject to the Availability of Funds)

36. Delivery / Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address / Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. Program Officials

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name		
Title		
Telephone Number		
Fax Number		
Email Address		
SIGNATURE		
Date Signed		

38. Funding Officials — The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds **are accurately** cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name		
Title		
Telephone Number		
Fax Number		
Email Address		
SIGNATURE		
Date Signed		

UNITED STATES GOVERNMENT INTERAGENCY
 AGREEMENT (IAA)
 Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section



BUREAU OF THE
Fiscal Service
 LEAD. TRANSFORM. DELIVER.

IAA Number _____ GT&C # _____ Order # _____ Amendment # / Mod # _____ Servicing Agency's Agreement Tracking Number (Optional) _____

CONTACT INFORMATION		
39. FINANCE OFFICE Points of Contact (POCs)		
	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
40. ADDITIONAL Points of Contact (POCs) (as determined by each Agency) This may include CONTRACTING Office Points of Contact (POCs).		
	Requesting Agency	Servicing Agency
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

NRC GENERAL TERMS AND CONDITIONS (GT&C) FOR INTERAGENCY AGREEMENTS (IAA)
31310018S0007

1. Technical Direction

The NRC Contracting Officer's Representative (COR), is responsible for ensuring that the services required under this project are delivered in accordance with the terms of the IAA. All technical direction instructions to the Servicing agency must be issued through the COR.

Technical direction includes interpreting technical specifications, providing needed details, and suggesting possible lines of inquiry. Technical direction must not constitute new work or affect overall project cost or period of performance. Technical direction must be confirmed in writing to the servicing agency with a copy provided to the cognizant NRC Contracting Officer (CO).

2. Billing Requirements

Servicing agency shall bill NRC monthly for costs paid in support of NRC projects by the agreement number. The servicing agency shall bill and collect from NRC by an electronic transfer of funds through the U.S. Treasury Intergovernmental Payment and Collection System (IPAC).

The servicing agency voucher shall identify the NRC agreement number, and the NRC and servicing agency budget and reporting (B&R) numbers.

The servicing agency voucher, at a minimum, shall indicate the month that costs were incurred and the dollar amount of these costs. In some instances because of accrual accounting and other adjustments, the amounts may differ slightly from the original accrual amount.

When the Status Report costs differ from the amount billed, servicing agency shall provide an explanation of the difference on the voucher.

The servicing agency voucher shall be sent to support the IPAC funds transfer. The instructions must identify the billable activities as specified by 10 CFR Part 170. The servicing agency voucher and other required documentation shall be submitted to—

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Electronic Commercial Vendor and IPAC Payments:

Effective immediately, commercial vendors and Federal entities should use the new electronic mailing addresses shown below:

Invoice and training billing Email address – NRCPayments@NRC.gov

IPAC billing Email address – NRCIPAC.Resource@NRC.gov

3. Sensitive Information Work Efforts

To the extent that the performance under this work order involves classified information, the following clauses are applicable:

- Responsibilities. The servicing agency and the servicing agency contractor, if any, shall be responsible for safeguarding Restricted Data, Formerly Restricted Data, and other National Security Information and for protecting it against sabotage, espionage, loss, and theft in accordance with applicable NRC and servicing agency security regulations and requirements.
- Transmission of Classified Matter. Except as otherwise expressly provided, servicing agency or the servicing agency contractor shall, upon completion or termination of the work order, transmit to the NRC program office all classified matter in its possession or in the possession of any person under its control in connection with performance of this work order. If retention of any classified matter is required by servicing agency or the servicing agency contractor, servicing agency must obtain the approval of the NRC program office and complete a certificate of possession specifying the classified matter to be retained.
- Regulations. Servicing agency and the servicing agency contractors shall be responsible for compliance with all applicable NRC and servicing agency security regulations and requirements.
- Definition of Restricted Data. The term "Restricted Data," as used in this clause, means all data concerning (1) the design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- Definition of Formerly Restricted Data. The term "Formerly Restricted Data," as used in this clause, means classified information related primarily to the military utilization of atomic weapons that can be adequately safeguarded as National Security Information, subject to the restrictions on transmission to other countries and regional defense organizations that apply to Restricted Data.
- Definition of National Security Information. National Security Information is information that has been determined pursuant to Executive Order 13526 or any predecessor order to require protection against unauthorized disclosure and is so designated.
- Security Clearance of Personnel. servicing agency and servicing agency laboratories shall not permit any individual to have access to Restricted Data, Formerly Restricted Data, or National Security Information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Orders 12968 and 10865, and servicing agency regulations or requirements applicable to the particular type or category of classified information to which access is required.
- Safeguards Information Access. The servicing agency and servicing agency laboratories shall not permit any individual to have access to Safeguards Information, except in accordance with 10 Code of Federal Regulations Part 73.22 and NRC Management Directive 12.7.

- Liability. It is understood that the unauthorized disclosure or the failure to properly safeguard Restricted Data, Formerly Restricted Data, or National Security Information that may come to the servicing agency or to any person under an NRC/servicing agency order in connection with work under the order may subject the performing organization, and its agents, employees, or subcontractors, to administrative sanctions and criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended [42 U.S.C. 2011et seq.], 18 U.S.C. 793 and 794; and Executive Orders 13526 and 12968.)
- Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the Commission, servicing agency shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this work order.

4. Stop-Work Order

The NRC CO may, at any time, by written modification to the servicing agency, require the servicing agency to stop all or any part of the work called for by this work order for a period of up to 90 days after the order modification is delivered to the servicing agency, and for any further period to which the parties may agree. Any such order will be specifically identified as a “stop-work order” issued pursuant to this clause. Upon receipt of such an order, the servicing agency shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of cost allocable to the work covered by the order during the period of work stoppage.

Within a period of 90 days after a stop-work order is delivered to servicing agency or within any extension of that period to which the parties shall have agreed the office shall either:

- Cancel the stop-work order
- Terminate the work covered by this work order

If a stop-work order issued under this clause is cancelled or the period of the stop-work order or any extension thereof expires, servicing agency will authorize the resumption of the work. An adjustment will be made in the delivery schedule or cost, or both, and the Order must be modified in writing accordingly. If a stop-work order is not cancelled and the work covered by the order is terminated in accordance with the terms of the GT&C section of the IAA, costs resulting from the stop-work order will be allowed in arriving at the termination settlement.

5. Termination

This Agreement may be unilaterally terminated by either party generally upon 30 days’ written notice to the other party. NRC will pay its share of any project expenses up to the termination date. Any expenses incurred in terminating this agreement will be paid by the party terminating the agreement. Any unexpended funds shall be returned to the NRC.