

|  |  |   |   |   |                        |   |                               |
|--|--|---|---|---|------------------------|---|-------------------------------|
| <b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b><br><b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>  |  |   |   | 1. REQUISITION NUMBER<br>RES-18-0045  |                        | PAGE OF<br>1 16   |                               |
| 2. CONTRACT NO.  |  | 3. AWARD/<br>EFFECTIVE DATE<br>01/01/2018 | 4. ORDER NUMBER<br>31310018P0002  |   | 5. SOLICITATION NUMBER |   | 6. SOLICITATION<br>ISSUE DATE |
| <b>7. FOR SOLICITATION<br/>INFORMATION CALL</b>  |  | a. NAME<br>RICHARD ROBINSON               |   | b. TELEPHONE NUMBER (No collect calls)<br>301-415-0728  |                        | 8. OFFER DUE DATE/LOCAL TIME  |                               |
| 9. ISSUED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP TWFN-8E06M<br>WASHINGTON DC 20555-0001   |  |   | CODE<br>NRCHQ   | 10. THIS ACQUISITION IS<br><input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:<br><br><input type="checkbox"/> SMALL BUSINESS<br><input type="checkbox"/> HUBZONE SMALL BUSINESS<br><input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS<br><input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM<br><input type="checkbox"/> EDWOSB<br><input type="checkbox"/> 8(A) |                        | NAICS: 511210<br><br>SIZE STANDARD: \$38.5  |                               |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED<br><input type="checkbox"/> SEE SCHEDULE   |  | 12. DISCOUNT TERMS                        |   | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)<br><input type="checkbox"/>   |                        | 13b. RATING   |                               |
| 15. DELIVER TO<br>NUCLEAR REGULATORY COMMISSION<br>NUCLEAR REGULATORY COMMISSION<br>WASHINGTON DC 20555-0001   |  | CODE<br>NRCHQ                             | 16. ADMINISTERED BY<br>US NRC - HQ<br>ACQUISITION MANAGEMENT DIVISION<br>MAIL STOP TWFN-8E06M<br>WASHINGTON DC 20555-0001 |   |                        |   |                               |
| 17a. CONTRACTOR/OFFEROR<br>ELECTRIC POWER RESEARCH INSTITUTE INC<br>ATTN DAVID MORRISON<br>3420 HILLVIEW AVE<br>PALO ALTO CA 943041338<br><br>TELEPHONE NO. 8652188104   |  | CODE<br>062511126                         | FACILITY CODE   | 18a. PAYMENT WILL BE MADE BY<br>US NUCLEAR REGULATORY COMMISSION<br>TWO WHITE FLINT NORTH<br>11545 ROCKVILLE PIKE<br>MAILSTOP T9-B07<br>NRCPAYMENTSNRCGOV<br>ROCKVILLE MD 20852-2738  |                        |   |                               |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER<br><input type="checkbox"/>  |  |   |   | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM  |                        |   |                               |
| 19. ITEM NO.   | 20. SCHEDULE OF SUPPLIES/SERVICES  |   |   | 21. QUANTITY  | 22. UNIT               | 23. UNIT PRICE  | 24. AMOUNT                    |
|  | The U.S. Nuclear Regulatory Commission hereby places a fixed-price order for participation in the EPRI FTREX and IRT user groups and the associated User Group Domestic License Agreements for any applicable suite(s) of software. This agreement is fully funded for the first year of the agreement. Subsequent years are subject to the availability of funds (FAR 52.232-18).<br><br>Period of Agreement: 1/1/2018 - 12/31/2020<br>Total Order Value: \$42,450.00<br>(Use Reverse and/or Attach Additional Sheets as Necessary) |   |   |   |                        |   |                               |
| 25. ACCOUNTING AND APPROPRIATION DATA<br>See schedule  |  |   |   |   |                        | 26. TOTAL AWARD AMOUNT (For Govt. Use Only)<br>\$42,450.00  |                               |
| <input type="checkbox"/> 27a. SOLICITATION NCORPORATES BY REFERENCE FAR 52 212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA<br><input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER NCORPORATES BY REFERENCE FAR 52 212-4. FAR 52 212-5 IS ATTACHED. ADDENDA |  |   |   |   |                        | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.<br><input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. |                               |
| <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.    |  |   |   | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:   |                        |   |                               |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR   |  |   |   | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)<br>  |                        |   |                               |
| 30b. NAME AND TITLE OF SIGNER (Type or print)  |  | 30c. DATE SIGNED                          |   | 31b. NAME OF CONTRACTING OFFICER (Type or print)  |                        | 31c. DATE SIGNED  |                               |
|  |  |   |   | RICHARD W. ROBINSON   |                        | 12/26/2017  |                               |

| 19.<br>ITEM NO. | 20.<br>SCHEDULE OF SUPPLIES/SERVICES   | 21.<br>QUANTITY | 22.<br>UNIT | 23.<br>UNIT PRICE | 24.<br>AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
|                 | <p>Total Amount Obligated: \$14,150.00</p> <p>See attached pages for specific clauses.</p> <p>Accounting Info:</p> <p>2018-X0200-FEEBASED-60-60D002-60B205-1052-11-6-182-252A-11-6-182-1052</p> <p>Period of Performance: 01/01/2018 to 12/31/2020</p> |                 |             |                   |               |
| 00001           | <p>EPRI User Agreement Licenses (FTREX - 2018/2019/2020)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>   |                 |             |                   | [REDACTED]    |
| 00002           | <p>EPRI User Agreement Licenses (IRT - 2018/2019/2020)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>The obligated amount of award: \$14,150.00. The total for this award is shown in box 26.</p>   |                 |             |                   | [REDACTED]    |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

|   |                        |                                 |   |                       |
|---|------------------------|---------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE          |                        | 32c. DATE                       | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE                               |                       |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE    |                        |                                 | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE                                     |                       |
|   |                        |                                 | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE   |                       |
| 33. SHIP NUMBER   | 34. VOUCHER NUMBER     | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT   | 37. CHECK NUMBER      |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                        |                                 | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL |                       |
| 38. S/R ACCOUNT NUMBER  | 39. S/R VOUCHER NUMBER | 40. PAID BY                     |   |                       |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT   |                        |                                 | 42a. RECEIVED BY (Print)  |                       |
| 41b. SIGNATURE AND TITLE OF CERTIFY NG OFFICER                  |                        | 41c. DATE                       | 42b. RECEIVED AT (Location)   |                       |
|   |                        |                                 | 42c. DATE REC'D (YY/MM/DD)  | 42d. TOTAL CONTAINERS |

|  |    |
|--|----|
| SECTION A - Solicitation/Contract Form.....  | 2  |
| A.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO<br>IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (NOV<br>2017) 2 |    |
| A.2 52.232-18 AVAILABILITY OF FUNDS. (APR 1984).....   | 10 |
| A.3 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II<br>(OCT 1999).....  | 10 |
| A.4 REGISTRATION IN FEDCONNECT® (JULY 2014) .....  | 11 |
| A.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC<br>PAYMENT/REMITTANCE ADDRESS .....   | 11 |
| A.6 GREEN PURCHASING (SEP 2015).....   | 11 |
| A.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND<br>SUBCONTRACTOR EMPLOYEES .....   | 12 |
| A.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS .....  | 12 |
| A.9 ELECTRONIC PAYMENT (SEP 2014).....   | 12 |
| A.10 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013) .....  | 13 |
| SECTION B - List of Documents, Exhibits and Other Attachments.....   | 14 |
| B.1 List of Documents, Exhibits, and Other Attachments .....   | 14 |

## SECTION A - Solicitation/Contract Form

### **A.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (NOV 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

- [ ] (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).
- [ ] (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- [ ] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- [ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).
- [ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- [ ] (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
- [ ] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- [ ] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- [ ] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

☐ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (48) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

☐ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

☐ (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (58) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (59)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)



[ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[ ] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

[ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[ ] (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is

completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (I) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xii) [X] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

**A.2 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**A.3 2052.215-71 PROJECT OFFICER AUTHORITY. (OCT 1999) - ALTERNATE II (OCT 1999)**

As prescribed at 2015.209(a)(2)(iii), the contracting officer shall insert in solicitations for firm fixed price contracts, the clause at 2052.215-71 Project Officer Authority Alternate 1 which shall be used with paragraph (b)(1) deleted and the remainder of the clause renumbered.

**PROJECT OFFICER AUTHORITY (OCT 1999) - ALTERNATE II (OCT 1999)**

(a) The contracting officer's authorized representative, hereinafter referred to as the project officer, for this contract is:

Name: Michelle Gonzalez

Email Address: michelle.gonzalez@nrc.gov

Telephone Number: 301-415-5661

(b) The project officer shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the contract.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

\*To be incorporated into any resultant contract

(End of Clause)

#### **A.4 REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

#### **A.5 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

#### **A.6 GREEN PURCHASING (SEP 2015)**

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

#### **A.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

(End of Clause)

#### **A.8 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

#### **A.9 ELECTRONIC PAYMENT (SEP 2014)**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance

with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. 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 Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)

**A.10 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (SEP 2013)**

This order shall commence on January 1, 2018 and will expire on December 31, 2020.

(End of Clause)

**SECTION B - List of Documents, Exhibits and Other Attachments****B.1 List of Documents, Exhibits, and Other Attachments**

| <b>Attachment<br/>Number</b> | <b>Title</b>                       | <b>Date</b> |
|------------------------------|------------------------------------|-------------|
| 1                            | NRC signed License Agreement       | 12/20/2017  |
| 2                            | billing Instructions - Fixed Price | 12/20/2017  |





## EPRI USER GROUP AGREEMENT FORM

### FTREX USER GROUP PARTICIPATION and IRT USER GROUP PARTICIPATION

EPRI Agreement No. 20007814-16551  
Project No. 1-063727(FTREX) and 1-108535 (IRT)

This is to certify that **United States Nuclear Regulatory Commission** ("Participant") will be a participant of the **FTREX User Group** AND **IRT User Group** ("User Group") for the period **January 1, 2018 – December 31, 2020**. It is understood that upon receipt of this signed Agreement, EPRI will invoice Participant for participation dues ("Funding"), which will be due within thirty (30) days of the receipt of such invoice. Participation for the FTREX and IRT Users Group begins upon receipt of the signed form and expires **December 31, 2020**.

This Agreement incorporates by reference the scope of activity set forth in Exhibit I, the terms and conditions set forth in Exhibit II, and the License Agreement included as Exhibit III, if applicable, which shall be separately signed by Participant. The User Group Agreement Form, Exhibit I, Exhibit II and Exhibit III, if applicable, shall be collectively known as the "Participation Agreement." This offer shall expire if not signed by participant and returned to EPRI by December 1, 2017, unless otherwise agreed to in writing by EPRI's Revenue Contract Negotiator.

Any purchase order issued by Participant pursuant to this Agreement is solely for Participant's internal accounting requirements and, as such, the terms and conditions of such purchase order are hereby superseded by the terms and conditions set forth herein

**MEMBERSHIP:** ☒ Multi -year membership

#### FTREX FUNDING:

| Funding Year     | -2018- | -2019- | -2020- | TOTAL |
|------------------|--------|--------|--------|-------|
| Funder Cofunding |        |        |        |       |
|                  |        |        |        |       |

#### IRT FUNDING:

| Funding Year     | -2018- | -2019- | -2020- | TOTAL |
|------------------|--------|--------|--------|-------|
| Funder Cofunding |        |        |        |       |
|                  |        |        |        |       |

**Total Funding for FTREX and IRT: \$42,450**

**Participant Signature (authorized to commit funding):** \_\_\_\_\_  
Name/Title (printed): Richard Robinson, Contracting Officer Date Signed: 12/20/2017  
Phone:  Fax: Insert Fax No. E-mail:

**EPRI Signature:** \_\_\_\_\_  
Name/Title (printed): David T. Morrison, Manager, Government Business Practices Date Signed: \_\_\_\_\_

EXHIBIT I

**Technical Contact Information:**

Name: Michelle Gonzalez  
Company: U.S. Nuclear Regulatory Commission  
Address: Office of Nuclear Regulatory Research  
Washington, DC 20555-0001  
Phone/Fax: [REDACTED]  
E-mail: [REDACTED]

**Send invoices to:**

[www.ipp.gov](http://www.ipp.gov)

Invoice Reference No.: 31310018P0002

**Please return agreement to:**

EPRI  
Attn: Austin M. DeRose  
Manager, Revenue Contracts  
942 Corridor Park Blvd  
Knoxville, TN 37932  
[REDACTED]

## **FTREX - Fault Tree Reliability Evaluation eXpert User Group**

**Project ID: 1-063727**

### **Key Research Question**

As risk is increasingly employed in routine decision-making, the ability to rapidly produce results is needed. Advanced quantification engines such as FTREX are needed to support state-of-the-art analysis of large fault trees.

### **Approach**

This project supports continued user support, development and maintenance of the FTREX software, which is widely used in the quantification of large fault trees.

### **Impact**

FTREX is currently the fastest solution engine for solving PRA fault trees currently available from any source. It is especially useful for large models of systems and plants. It typically reduces the solution times from many hours to a few minutes of computer time.

### **How to Apply Results**

FTREX is a simple add-in module for PRA-type software.

### **Project Manager**

[REDACTED]

## **IRT - Integrated Risk Technologies User Group**

**Project ID: 1-108535**

### **Key Research Question**

Risk assessment technology has become an essential element of the decision-making process for commercial nuclear power plants because of its ability to provide a unique perspective on nuclear safety.

Risk practitioners rely on tools such as those provided by EPRI's Integrated Risk Technologies Users Group to achieve substantial efficiencies when performing risk analyses for probabilistic risk assessment (PRA) applications. Maintaining and upgrading a PRA, however, is resource intensive. Tools and technologies included in the Integrated Risk Technologies suite enable end users to develop, maintain, and update PRAs efficiently and effectively. Feedback and active participation from users can help define needed improvements, enhance training effectiveness, and increase industry application.

### **Objective**

The Integrated Risk Technologies Users Group combines two previously separate supplemental projects: The Risk and Reliability Users Group (RRUG) and the Phoenix Project.

Participants have access to the suite of risk software tools, including fault tree and event tree codes (CAFTA), scheduling and risk mitigation tools (EOOS), and software for specialized analyses (for example, PRAQuant for accident sequence analysis; UNCERT for uncertainty analysis; SYSIMP for system and group importance calculation; and FRANX for fire, seismic, and internal flooding PRA). In parallel, advanced calculators are being developed to quantify the PRA models, such as DPC (direct probability calculator) and ACUBE (advanced cutset quantification). Advanced quantification programs are provided to support the evaluation process in each code.

## EXHIBIT I

Participants also have access to the Phoenix next-generation risk analysis tools. The Phoenix Risk Monitor tool is fully enterprise-based and offers the following capabilities:

- Merges features from several existing risk monitors
- Provides defense-in-depth support
- Addresses potential fire impacts for online risk management
- Supports large event tree quantification

The Integrated Risk Technologies project will continue to develop new risk tools and capabilities to support the needs of the industry. It will also transition legacy tools and capabilities to the next-generation Phoenix-type format over time.

### Approach

The Integrated Risk Technologies (IRT) Users Group project provides user support and maintenance for a suite of risk analysis tools including:

- Modeling Tools
  - CAFTA: Fault Tree and Event Tree Analysis
  - PRAQUANT: Accident Sequence Analysis
  - UNCERT: Uncertainty Analysis
  - Phoenix Architect: Next generation modeling tools
- SYSIMP: System Importance Calculator
- FRANX: Fire, Seismic and Flooding PRA Quantification
- PRA DocAssist: PRA Documentation Assistant
- ePSA - Standard Self Assessments (SSA)
- Risk Monitors
  - EOOS: Risk Monitoring Tool
  - Phoenix RM: Phoenix Risk Monitor

The following related EPRI products are also available to IRT participants:

- ACUBE: Advanced Cutset Upper Bound Estimator
- DPC: Direct Probability Calculator

User support provided to IRT participants includes updated versions of the codes, technical troubleshooting, user education and training, webcasts, error reporting, and support in justifying the use and applicability of the code. Guidelines are produced to aid engineers applying the tools, and regular training sessions are conducted. Meetings are held several times per year to provide a forum for sharing results and methods among peers.

Selected reports and products may be prepared in whole or in part in accordance with the EPRI Quality Program Manual that fulfills the requirements of 10CFR50 Appendix B and 10CFR21. Where appropriate the software will be developed in accordance with EPRI Nuclear Quality program as "Augmented Quality." The QA status of reports and products will be marked and identified.

### Research Value

The suite of codes provided by the Integrated Risk Technologies project are used by most U.S. plants, by many international nuclear units, and also in other industries. The project offers a cost-effective method for providing input into and prioritizing needed enhancements to the risk tools. It also provides a useful forum in which experiences from the user community can be shared to increase PRA staff productivity. Furthermore, ready access to integrated software codes and documentation can potentially reduce the resource burden associated with implementing risk-informed applications (for example, Significance Determination Process [SDP], Maintenance Rule [a(4)], Mitigating Systems Performance Index [MSPI],

## EXHIBIT I

and others) and peer review, as well as enhance the ability to demonstrate compliance with PRA standards.

Project Manager

[REDACTED]

## EPRI FTREX AND IRT USER GROUP AGREEMENT TERMS AND CONDITIONS

- (1) Project Scope, Management and Funding. EPRI and Participant agree to cofund with others the EPRI FTREX and IRT User Group projects (the "Projects") described in the attached Exhibit I. Participant agrees to commit funds for the Projects as set forth in the User Group Agreement Form. EPRI shall use commercially reasonable efforts to complete the Project objectives and deliver the deliverables set forth in Exhibit I. EPRI shall contract for and manage the Projects in accordance with its normal contracting practices and procedures. Participant may participate in any project management team that may be formed by EPRI for the Projects. The EPRI User Group Agreement Form, Exhibit I – Description of Licensed Products, Exhibit II – EPRI FTREX and IRT User Group Agreement Terms and Conditions, and Exhibit III – FTREX and IRT User Group License Agreement are collectively referred to herein as the "User Group Agreements".
- (2) Payments. Participant will pay the annual Funding to EPRI in U.S. Dollars after receipt of EPRI's invoice. The annual amounts and payments to EPRI hereunder shall be net of all taxes, duties, tariffs, charges, fees, offsets and imports, of any kind or nature, (collectively "Fees"), which may be levied upon EPRI by any governmental agency or authority of the Participant's domiciliary country, or by any other non-U.S. governmental agency or authority; Participant shall be solely responsible for the payment of any such Fees to any such government entity. Participant shall pay such invoice within thirty (30) days of receipt. In the event Participant fails to pay the amounts invoiced within such time, EPRI may terminate the User Group Agreements with Participant, including the license agreement. EPRI's reference number shall appear on all correspondence and payments. Any purchase order issued by Participant pursuant to this Agreement is solely for Participant's internal accounting requirements and, as such, the terms and conditions of such purchase order are hereby superseded by the terms and conditions set forth herein.
- (3) Technical Reports. Participant shall receive a copy of each Project report produced by EPRI or its contractor(s) performing the Project, if any, subject to the provisions of Paragraph 6, Termination.
- (4) Intellectual Property. EPRI shall have sole title to all intellectual property rights in and to the results of the Project ("Project Results"). Participant shall be granted, in a separate agreement, a nonexclusive, revocable license, in accordance with EPRI's normal licensing practices and procedures, to use the FTREX and IRT software and other EPRI materials described in Exhibit I of the User Group Agreements (the "Licensed Products") and the Project Results for the benefit of Participant excluding the right to make, sell, license, lease or distribute such results or embodiments thereof. Such license shall be granted in accordance with the separate license agreement in the attached Exhibit III, which shall be signed or executed prior to participation in the User Groups and wherein the EPRI Materials (as defined in Exhibit III) shall include the Licensed Products and the Project Results.
- (5) Confidentiality. In order to protect the intellectual property value of the Project Results, Participant agrees not to disclose, publish or make available to others any Project reports, unpublished forms of the reports, or any information regarding the Project, without EPRI's prior written approval.
- (6) Termination. (a) Either EPRI or Participant may terminate its participation in the Project upon at least thirty (30) days written notice to the other Party. If Participant terminates its participation in the Project or fails to pay the User Group or maintenance fees, then Participant shall not be entitled to receive any subsequent Licensed Products or Project Results. (b) In the event Participant withdraws from (either of) the User Groups, the User Group Agreements shall terminate as of the effective date of the Participant's withdrawal. Such termination shall be treated by EPRI in accordance with the provisions of subparagraph (a) above and Participant shall not be entitled to receive any subsequent Project Results.
- (7) No Warranties. EPRI PROVIDES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED PRODUCTS OR RESULTS ARISING OUT OF THE PROJECT HEREUNDER, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE RESULTS ARE SUITABLE TO PARTICIPANT'S CIRCUMSTANCE.
- (8) Limitation of Liability. (a) In no event will either EPRI or Participant be liable to each other for any incidental or consequential damages arising out of the Project or the User Group Agreements, however caused, and on any theory of liability. (b) The total liability of EPRI and Participant under the User Group Agreements shall be limited to an amount equal to the Participant's Funding.
- (9) Miscellaneous. (a) The User Group Agreements, as well as any other documents referenced herein, shall constitute the entire agreement and may not be amended or modified except by a written instrument signed by the duly authorized representative of both Parties. (b) The User Group Agreement shall be governed by California law without reference to principles of conflicts of law. The intellectual property laws applied in connection with the Licensed Products and the Project Results, Project reports, or other intellectual property used, created, revised or licensed in connection with this Agreement shall also be subject to the internal laws of the State of California, except for those areas which are the exclusive province of the U.S. Federal Courts (e.g. copyright and patent law), which shall be governed by U.S. Federal law including applicable international treaties executed by the United States. (c) Nothing contained herein shall be construed to imply a joint venture or partnership between the Parties. (d) Any dispute that may arise under or in connection with this Agreement, or any terms or conditions thereof, not resolved on an amicable basis, through good faith discussions or through non-binding mediation, shall be fully and finally resolved through binding arbitration, under the Rules of Arbitration of the International Chamber of

## EXHIBIT II

Commerce then in force, by a panel of one (1) arbitrators chosen in accordance with said Rules. The place of any mediation or arbitration shall be San Francisco, California, U.S.A. Any award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction thereof, and shall be enforceable under the terms of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Parties hereby consent to the jurisdiction of the Supreme Court of the State of California, and the United States District Court for the Northern District of California, for all purposes in connection with arbitration under the foregoing provisions. The costs and expenses of the arbitration shall be borne among the Parties to the arbitration as determined by the arbitrators; provided, however, that each Party shall pay for and be solely obligated to bear the cost of its own experts, the acquisition and preparation of its evidence, and the fees of its legal counsel and/or other professionals retained by such Party. Notwithstanding any other provision of this Agreement, either Party shall be entitled to seek preliminary injunctive relief from any court of competent jurisdiction pending the final decision of the arbitrators.

- (10) Effective Date. This Agreement shall be effective as of the last date of execution.
- (11) Export Regulations. Participant shall comply with all laws, rules and regulations including, without limitation, all U.S. and foreign export laws and regulations. The parties agree that access to and use of Licensed Products and Project Results provided to Participant is hereby granted with the specific understanding and requirement that responsibility for ensuring compliance with all applicable U.S. and foreign export laws and regulations are being undertaken by Participant. This includes an obligation to ensure that any individual receiving access hereunder who is not a U.S. citizen or permanent U.S. resident is permitted access under applicable U.S. and foreign export laws and regulations. The parties further agree that access to and use of materials provided to Participant's employees should be limited to a need to know basis, and subject to an executed confidentiality agreement between Participant and said employee. Although EPRI may make an informal assessment of the applicable U.S. export classification for specific materials provided to User Group Participant, Participant acknowledges that this assessment is solely for informational purposes and not for reliance purposes. Participant acknowledges that it is still the obligation of Participant to make its own assessment of the applicable U.S. export classification and ensure compliance accordingly. Participant further understands and acknowledges its obligations to make a prompt report to EPRI and the appropriate authorities regarding any access to or use of materials provided to Participant hereunder that may be in violation of applicable U.S. and foreign export laws or regulations. The aforesaid obligations shall survive any satisfaction, expiration, termination, or discharge of this Agreement or any obligations hereunder.
- (12) Reference Number. The EPRI reference number should appear on all correspondence and payments.

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of the Effective Date between Electric Power Research Institute, Inc., a non-profit corporation organized under the laws of the District of Columbia ("EPRI"), and the Licensee identified below in the signature block ("Licensee"). EPRI encourages the use of its results from research and development on a nondiscriminatory basis, and Licensee desires the right to use certain results of EPRI's research and development as more particularly described herein. Therefore, the parties agree as follows:

### Article I. Definitions.

1.01 "Derivative Work(s)" means any form into which EPRI Materials may be recast, transformed or adapted, including any modification, revision, condensation, translation, abridgment or expansion of the EPRI Materials.

1.02 "EPRI Material(s)" are those materials provided to Licensee by EPRI described in Attachment A attached hereto and incorporated herein by reference.

1.03 "EPRI Intellectual Property Rights" are any patent, copyright, trademark, trade secret, know-how or other intellectual property rights of EPRI.

1.04 "Effective Date" of this Agreement shall be the date of signature of the last of the parties to execute this Agreement.

1.05 "FTREX" means the Fault Tree Reliability Evaluation eXpert software created by Dr. Woo Sik Jung of the KAERI described in Exhibit I and licensed to EPRI under the License Agreement.

1.06 "IRT" means the Integrated Risk Technologies described in Exhibit I.

1.07 "KAERI" means the Korea Atomic Energy Research Institute.

1.08 "KAERI Agreement" means that certain License Agreement by and between EPRI and KAERI.

1.09 "Object Code" means the binary machine-readable version of software.

1.10 "Participation Form" means the EPRI User Group Agreement Form and the exhibits thereto.

1.11 "Source Code" means those statements in a computer language, which when processed by a

compiler, assembler, or interpreter become executable by a computer.

1.12 "User Group" means the FTREX User Group and/or IRT User Group established and maintained by EPRI.

### Article II. License Grant and Restrictions.

2.01 Internal Use License. Subject to the terms of this Agreement, EPRI grants Licensee an internal use royalty bearing, personal, nonexclusive, nontransferable license to use the EPRI Materials internally, only in those locations identified in the Participation Form, for the benefit of Licensee only and not for the benefit of any affiliate or other third party. Licensee shall not, without EPRI's prior written consent, directly or indirectly: (i) disclose EPRI Materials to any third party, (ii) prepare or have prepared Derivative Works, (iii) copy EPRI Materials, (iv) use any method to obtain the Source Code version of EPRI Materials, (v) use any EPRI Materials or EPRI Confidential Information to create materials the same as or substantially similar to EPRI Materials, or (vi) remove or cover any EPRI's or KAERI's proprietary rights notices from the EPRI Materials.

2.02 Sublicenses. Licensee shall have no right to sublicense the EPRI Materials.

2.03 Notwithstanding anything to the contrary herein, Licensee may disclose to any third party results which are produced by the performance, display or use of any of the EPRI Materials by Licensee for its benefit in its own power operations, so long as the disclosure of such results does not constitute or otherwise involve the provision of consulting services by Licensee, and does not disclose any of the EPRI Materials or the proprietary trade secrets embodied therein.

2.04 Neither EPRI nor KAERI is under any obligation to release the FTREX Source Code. EPRI is not under any obligation to release the IRT (or



related software) code. Licensee shall not make any modifications and/or changes to the FTREX or IRT Object Code included in the EPRI Materials except as approved in writing in advance by EPRI in its sole discretion.

2.05 Licensee shall not make any effort to reverse engineer or to decompile any of the FTREX or IRT Object Code, and shall use its best efforts to prevent any of its employees from independently attempting any such reverse engineering or decompiling activities.

2.06 Except as otherwise expressly set forth herein or in Attachment A hereto, EPRI shall have no obligation to provide support or maintenance to Licensee or any sublicensee or other third party. EPRI may subcontract all or part of any service(s) to be provided hereunder.

### **Article III. Proprietary Rights and Confidentiality.**

3.01 EPRI shall retain all right, title and interest in the EPRI Materials and EPRI Intellectual Property Rights, subject to the rights of KAERI pursuant to the KAERI Agreement.

3.02 The parties may provide to one another information that is confidential ("Confidential Information"), which the parties hereby agree includes the EPRI Materials. All other information which is Confidential Information must, prior to its disclosure, (a) be labeled as "Confidential" or otherwise clearly identified as confidential, or (b) if disclosed orally, be identified as such and be reduced to writing, marked as "Confidential" and delivered to the recipient within twenty days of such disclosure. Confidential Information shall not include information which: (i) is or becomes a part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (iv) is independently developed by the receiving party; or (v) is disclosed by operation of law. The parties agree to hold each other's Confidential Information in confidence for five years following disclosure, provided, however, that protection of EPRI Materials shall be perpetual.

### **Article IV. [Reserved.]**

### **Article V. Limitation of Warranties and Remedies.**

5.01 EPRI warrants that it has the right to grant the license and other rights as set forth herein. EPRI does not warrant that the EPRI Materials do not infringe third party intellectual property rights and shall not indemnify Licensee for infringement claims or expenses incurred therewith.

5.02 EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, EPRI LICENSES AND LICENSEE ACCEPTS THE EPRI MATERIALS "AS IS," WITH NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EPRI'S LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR A CLAIM OF ANY KIND RELATED TO THIS AGREEMENT, ANY EPRI MATERIALS OR ANY EPRI SERVICE, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF FEES PAID, IF ANY, TO EPRI FOR THE EPRI MATERIALS OR SERVICE INVOLVED IN THE CLAIM. IN NO EVENT WILL EPRI BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST DATA, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY LICENSEE MORE THAN ONE YEAR AFTER THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION OCCURRED. LICENSEE'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY BY EPRI SHALL BE TERMINATION OF THIS AGREEMENT AS SET FORTH HEREIN.

5.03 Licensee shall indemnify and save harmless and defend EPRI from and against any and all claims, judgments, losses or expenses, legal or otherwise, occasioned from Licensee's use of the EPRI Materials or the breach of any of Licensee's obligations hereunder, provided that EPRI provides prompt notice of any claim upon discovery thereof.

### **Article VI. Term and Termination.**

6.01 Unless sooner terminated under the provisions of this Article VI, this Agreement shall

terminate on the twentieth (20<sup>th</sup>) anniversary of the Effective Date (the "Term").

6.02 [Reserved.]

6.03 EPRI may, on notice and with immediate effect, cancel orders, stop shipment of EPRI Materials and/or terminate this Agreement if: (i) Licensee breaches the payment, confidentiality, or license provisions hereof, (ii) insolvency or bankruptcy proceedings are voluntarily or involuntarily instituted against Licensee (Licensee shall give immediate notice to EPRI of its knowledge of such proceedings), (iii) Licensee attempts to assign this Agreement without EPRI's written approval, or (iv) Licensee substantially discontinues its business. EPRI may terminate this License if Licensee breaches any other term of this Agreement and Licensee fails to cure the breach within thirty (30) days after being notified by EPRI of such breach. Upon termination by EPRI, Licensee shall have no right to receive any compensation for any goodwill relating to this Agreement, the EPRI Materials, any other amounts from EPRI, or ownership or other right whatsoever in or to the EPRI Materials. Licensee may terminate this License for convenience by providing EPRI thirty days prior written notice and payment of all fees due hereunder as of the effective date of termination.

6.04 Upon termination or expiration of this Agreement, Licensee shall have no further right to receive any subsequent change, addition, improvement or modification to the EPRI Materials previously licensed and delivered to Licensee hereunder, or any subsequent version of such EPRI Materials. Notwithstanding the foregoing, such termination shall not reduce any portion of a license term remaining on any of the EPRI Materials previously received by Licensee pursuant to this Agreement, subject to Section 6.01, unless the termination is due to a material breach or default by Licensee, in which case Licensee shall promptly return to EPRI all EPRI Materials (and all copies thereof) previously delivered.

6.05 Any termination shall be without prejudice to EPRI's rights hereunder. At termination, all outstanding obligations to pay fees due EPRI will become immediately due and payable. The parties' right to terminate this Agreement shall not be affected by any waiver of, or failure to take action with respect to, any previous default. Articles I, III, V, VII and any cause of action, which EPRI may bring, shall survive termination of this Agreement.

## **Article VII. Miscellaneous.**

7.01 Licensee and EPRI shall comply with all laws, rules and regulations including, without limitation, all U.S. and foreign export laws and regulations. The parties agree that access to and use of EPRI Materials is hereby granted with the specific understanding and requirement that responsibility for ensuring compliance with all applicable U.S. and foreign export laws and regulations are being undertaken by Licensee. This includes an obligation to ensure that any individual receiving access hereunder who is not a U.S. citizen or permanent U.S. resident is permitted access under applicable U.S. and foreign export laws and regulations. The parties further agree that access to and use of EPRI Materials by Licensee's employees should be limited to a need to know basis, and subject to an executed confidentiality agreement between Licensee and said employee. Although EPRI may make an informal assessment of the applicable U.S. export classification for specific EPRI Materials, Licensee acknowledges that this assessment is solely for informational purposes and not for reliance purposes. Licensee acknowledges that it is still the obligation of Licensee to make its own assessment of the applicable U.S. export classification and ensure compliance accordingly. Licensee further understands and acknowledges its obligations to make a prompt report to EPRI and the appropriate authorities regarding any access to or use of EPRI Materials hereunder that may be in violation of applicable U.S. and foreign export laws or regulations.

7.02 Any notice, report or statement required to be given or made hereunder shall be considered properly given if sent by registered or certified mail, return receipt requested, postage paid to the respective addressee (with a copy to the EPRI Intellectual Property Department) of each party set forth in the signature block.

7.03 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. Waiver by either party for a breach of this Agreement shall not constitute a waiver of any other breach. This Agreement, including Attachment A, together with the Participation Form constitute the complete agreement between the parties and supersedes all previous and contemporaneous agreements, written or oral, concerning the subject matter hereof. This

### EXHIBIT III

Agreement may only be amended or terminated in a duly executed writing.

7.04 (a) Mediation. If a dispute arises out of or relating to this Agreement, or any breach thereof, and if such dispute cannot be settled through direct negotiation between the parties, the parties shall submit the dispute to mediation with a mediator to be mutually agreed upon by the parties. The mediation may be initiated by the written request of either party and sent to the other party, and shall be concluded within six (6) months of receipt of such notice, unless otherwise agreed by the parties.

(b) Arbitration. In the event of the failure of any such mediation as provided for under Subarticle 7.04(a) above, the parties shall then settle the dispute by binding arbitration to be conducted in Santa Clara County, California, in accordance with the rules then in effect of the American Arbitration Association by one (1) arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final and binding, and judgment may be entered upon it in any court having jurisdiction thereof. The proceedings shall be conducted in English. The parties consent to the venue and jurisdiction of the state and federal courts located in Santa Clara County, California, for matters related to the arbitration or the seeking of any injunctive relief as described below. Any arbitration award shall be enforceable in any court of competent jurisdiction and shall be enforceable under the terms of the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Any cash award shall be payable in U.S. Dollars through a bank in the United States. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator.

(c) Expenses. Each party shall bear its own expense (including attorneys' fees) of such mediation or arbitration proceeding, unless otherwise agreed by the parties.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. The intellectual property laws applied

in connection with the EPRI Materials licensed under this Agreement shall also be the laws of the State of California, except for those matters which are the exclusive province of the United States Federal Courts (e.g., copyright and patent laws), which shall be governed by United States Federal law, including applicable international treaties in force to which the United States is a party.

7.05 EPRI and Licensee are independent contractors and shall so represent themselves in all regards. Neither party shall represent itself as an agent of the other party, or attempt to bind the other in any way. Licensee shall not assign this Agreement, or any of its rights or obligations hereunder, without obtaining EPRI's prior written consent. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

7.06 Licensee shall maintain complete and accurate records relating to its performance under this Agreement including, without limitation, the location of all EPRI Materials, and all related financial information. No more than once each year, at EPRI's expense and with fifteen days prior written notice, EPRI may audit Licensee's records relating to this Agreement during Licensee's normal business hours.

7.07 Except as otherwise expressly provided for herein: (i) no licenses are granted to Licensee for any EPRI Materials or EPRI Intellectual Property Rights, (ii) EPRI reserves all geographic markets for itself and other licensees, (iii) EPRI may appoint other licensees from time to time, and (iv) EPRI may use any other distribution channels or license fees for EPRI Materials. EPRI reserves all rights and remedies under copyright, trademark, patent, service mark, trade secret, unfair competition and other applicable laws, administrative regulations and all rights not expressly granted to Licensee herein.

7.08 This Agreement may be executed in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

EXHIBIT III

Intending to be legally bound, the parties' duly authorized representatives have executed this Agreement below.

|  |  |
|--|--|
| <p>Electric Power Research Institute, Inc. ("EPRI")<br/>Post Office Box 10412<br/>3420 Hillview Ave.<br/>Palo Alto, CA 94303</p> | <p>United States Nuclear Regulatory Commission<br/>("LICENSEE")<br/>11555 Rockville Pike<br/>Rockville, MD 20852</p> |
| <p>_____<br/>Authorized Signature for EPRI / Effective Date</p>  | <p>Richard Robinson _____ Insert Date<br/>Authorized Signature for Licensee / Date</p>                               |
| <p>_____<br/>Printed Name of EPRI's Authorized Signatory / Title</p>   | <p>Richard Robinson, Contracting Officer<br/>Printed Name of Licensee's Authorized Signatory / Title</p>             |

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## EXHIBIT III

### ATTACHMENT A

#### FTREX SOFTWARE

Fault Tree Reliability Evaluation eXpert (FTREX) version 1.6 (Product ID # 1022496)

FTREX (Fault Tree Reliability Evaluation eXpert) is a minimal cut set generation algorithm developed by Dr. Woo Sik Jung at Korea Atomic Energy Research Institute ("KAERI"). FTREX can be used to quantify fault/event trees for a PSA (Probabilistic Safety Assessment) or fault trees for an on-line risk monitor (e.g., EPRI EOOS).

FTREX is owned by KAERI and made available to EPRI pursuant to a License Agreement between KAERI and EPRI. User Group participants have access to FTREX pursuant to license agreements with EPRI. EPRI provides technical support, bug diagnosis, interfacing to EPRI R&R Workstation software, and training for FTREX.

FTREX is a 32-bit application. It can be used with current EPRI R&R Workstations applications on a personal computer where Windows 2000 or XP is installed.

FTREX is developed based on the coherent BDD (binary decision diagram) algorithms. FTREX has advanced features to assist in reducing the modeling or quantification uncertainty. In order to accelerate quantification of a fault tree, many different ideas have been implemented to fault tree restructuring, gate expansion, subset deletion, and data storage.

The software in object form includes an electronic user manual.

#### IRT

All Licensed Products including Programs and Reports developed and delivered as a part of the 2018 - 2020 Research Plan for EPRI's Integrated Risk Technologies User Group ("User Group"). In addition, and upon request by Licensee, Integrated Risk Technologies User Group products that were developed and delivered prior to 2018.

**ATTACHMENT**

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

**General:** During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and the Invoice Processing Platform (IPP) system and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM and/or IPP data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

**Electronic Invoice/Voucher Submissions:** Invoices/vouchers shall be submitted electronically to the U.S. Nuclear Regulatory Commission (NRC) through the Invoice Processing Platform (IPP) at [www.ipp.gov](http://www.ipp.gov).

**Purchase of Capital Property:** *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC [Management Directive \(MD\) 11.1](#), NRC Acquisition of Supplies and Services.

**Agency Payment Office:** Payment will be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

**Frequency:** The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

**Supporting Documentation:** Any supporting documentation required to substantiate the amount billed shall be included as an attachment to the invoice created in IPP. If the necessary supporting documentation is not included, the invoice will be rejected.

**Task Order Contracts:** The contractor must submit a separate invoice/voucher for each individual task order with pricing information.

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

**Currency:** Invoices/Vouchers must be expressed in U.S. Dollars.

**Supersession:** These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (JAN 2015).

**ATTACHMENT**

**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (JULY 2017)**

***Does my company need to register in IPP?***

If your company is currently registered in IPP and doing business with other Federal Agencies in IPP, you will not be required to re-register.

If your company is not currently registered in IPP, please note the following:

- You will be receiving an invitation to register for IPP from IPP Customer Support, [STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org).
- IPP Customer Support will send you two emails: the first email will contain the initial administrative IPP User ID and the second email, sent within 24 hours of receipt of the first email, will contain a temporary password.
- Please add the Customer Support email address ([STLS.IPPHELPDESK@stls.frb.org](mailto:STLS.IPPHELPDESK@stls.frb.org)) to your address book so you do not disregard these emails or mistake them for spam.
- During registration, one initial administrative user account will be created for your company and this user will be responsible for setting up all other user accounts including other administrators.
- Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided by Treasury and accepts the rules of behavior.

***What type of is training provided?***

Vendor training materials, including a first time login tutorial, user guides, a [quick reference guide](#), and [frequently asked questions](#) are available on Treasury's IPP [website](#). **Individuals within your company responsible for submitting invoices should review these materials before work begins on the contract.**

***How do I receive assistance with IPP?***

Treasury's IPP Customer Support team provides vendor assistance related to the IPP application, and is also available to assist IPP users and to answer any questions related to accessing IPP or completing the registration process. IPP application support is also available via phone at (866) 973-3131, Monday through Friday from 8:00 am to 6:00 pm ET, and via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov).

Specific questions regarding your contract or task order should be directed to the appropriate NRC Contracting Officer.