

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

RATING

PAGE OF PAGES

2. CONTRACT (Proc. Inst. Ident.) NO.

NRC-04-88-078

3. EFFECTIVE DATE

4/11/88

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

RES-88-078

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts
Washington, DC 20555

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

OCR Services, Inc.
11820 Parklawn Drive
Rockville, MD 20852

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net

10. SUBMIT INVOICES

(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM

See Item 12

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

See Section F.5 of contract.

U.S. Nuclear Regulatory Commission
Office of Administration and Resources Mgmt.
Division of Acctg., Washington, DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)(1)☐ 41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

B&R No. 60193005

FIN No. D2065

OBLIGATED: \$55,350.00

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

The contractor shall perform the services as detailed herein entitled "Keying of Occupational Radiation Exposure Information" in accordance with the Statement of Work herein, as implemented by OCR Services, Inc.'s proposal dated December 18, 1987 as revised February 17, 1988.

LABOR HOUR REQUIREMENTS TYPE CONTRACT.

15G. TOTAL AMOUNT OF CONTRACT ► \$ 55,350.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

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

19A. NAME AND TITLE OF SIGNER (Type or print)

RAJ BOVEJA
Vice President

20A. NAME OF CONTRACTING OFFICER

Ronald D. Thompson

19B. NAME OF CONTRACTOR

BY

(Signature of person authorized to sign)

19C. DATE SIGNED

4/8/88

20B. UNITED STATES OF AMERICA

BY

(Signature of Contracting Officer)

20C. DATE SIGNED

4-88

NSN
PRE

8804190348 880408
PDR CONTR
NRC-04-88-078 PDR

26-107

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FPMR (41 CFR) 101-11.6

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 BRIEF DESCRIPTION OF WORK (MAR 1987)
ALTERNATE I (MAR 1987)

a. Brief description of work:

The contractor will key code information onto computer tape by Lot Number so that the data can be compiled into REIRS by ORNL. The information that the contractor is to key is not on formatted ADP transcription sheets but is designated on the source document by hand-written alpha-numeric codes. The contractor will develop and utilize a computer program that will prompt the keyentry operators to enter the coded information in the proper fields.

b. Orders will be issued for work required by the NRC in accordance with 52.216-18 - Ordering. The NRC reserves the right to withdraw a proposed order at any time prior to its formal award. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all task orders issued hereunder.

(End of Clause)

B.2 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS
(MAR 1987)

a. The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$55,350.00. The Contracting Officer or other individual specifically authorized under this contract may unilaterally increase this amount as necessary for completion of orders placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

b. The amount presently obligated with respect to this contract is \$55,350.00. The Contracting Officer may issue orders for work up to amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph A above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken

by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(End of Clause)

B.3 SUPPLIES OR SERVICES AND PRICES/COSTS

	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1. Keying of information onto magnetic tape by Lot Number.				
a. Year 1	3000	HRS	\$9.00/HR	\$27,000
b. Year 2	3000	HRS	\$9.45/HR	\$28,350
2. Development of computer program in accordance with Section C.2. (SF 1411 must be completed for this work.)				\$ - 0 -
SUBTOTAL FOR BASE PERIOD				\$55,350
3. Keying of information onto magnetic tape by Lot Number for option periods.				
a. Option Year 1	3000	HRS	\$9.92/HR	\$29,760
b. Option Year 2	3000	HRS	\$10.41/HR	\$31,230
c. Option Year 3	3000	HRS	\$10.93/HR	\$32,790
TOTAL AMOUNT (BASE AND OPTION PERIODS)				\$149,130

(End of Clause)

SECTION C - DESCRIPTION/SPECIFICATION /WORK STATEMENT

C.1 STATEMENT OF WORK (MAR 1987)

C.1 Background

Part 20 (Standards for Protection Against Radiation) of Title 10 of the Code of Federal Regulations requires the reporting of identification and radiation exposure information to the NRC by four major categories (nuclear power plants, nuclear fuel fabricators, industrial radiographers and manufacturers and distributors) of NRC licensees when monitored individuals terminate their employment or work assignment at the licensee's facility. This information must be entered into the NRC's computer system, Radiation Exposure Information & Reporting System (REIRS) so that it can be maintained and analyzed. The results of various analyses of this information are presented in the annual report NUREG-0713, "Occupational Radiation Exposure at Commercial Nuclear Power Reactors and Other Facilities." The data that licensees submit is not reported in a standard format, and it is coded by personnel under contract at Oak Ridge National Laboratory (ORNL) where the REIRS system has been maintained for the past 18 years. The purpose of this SOW is to have another contractor quickly key the coded information onto computer tape so that the data can be compiled into REIRS by ORNL. Previously, ORNL personnel did the keying themselves or through a subcontract. However, for a short time last year, the NRC executed a small purchase contract with Appalachian Computer Services for the keying of exposure data. The NRC now needs a long term arrangement for the performance of this work.

C.2 Work to be Performed

During the year, the contractor will pick up from ORNL a total of about 40 boxes, each containing about 5,000 coded reports (each will have a Lot Number). Each record consists of about 80 keystrokes. The contractor will key the information onto magnetic tape by Lot Number. The information that the contractor is to key is not on formatted ADP transcription sheets but is designated on the source document by hand-written alpha-numeric codes. The contractor will develop and utilize a computer program that will prompt the keyentry operators to enter the coded information (there are some 40 different codes) in the proper fields. The development of this computer program may necessitate consultations with computer personnel at ORNL. The expense of these consultations should be included in the costs of this contract. The contractor will format the output tapes so that the personnel at ORNL can compile the data

on the tapes into REIRS without further manipulation.

A small fraction of the reports may be submitted to ORNL by NR licensees in a standard format similar to that shown on the attached NRC Form 439. In these instances, it may be more efficient for the contractor to use optical scanners to enter the data. The contractor should investigate this possibility and, if true, should use scanners to enter the data.

C.3 Ordering

The contractor shall accept oral orders under this contract placed by the Contracting Officer or the Contracting Officer's Authorized Representative who will specify the number of boxes to be picked up from ORNL. Orders may be placed under this contract from the effective date of the contract through its expiration.

All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order.

C.4 Quality Assurance

The contractor shall establish and perform a systematic method of verifying that the information has been correctly keyed. If it is determined that more than 2% of the records on each output tape contain errors that were made by the contractor, the output tapes will be unacceptable, and the entire Lot will have to be re-keyed at the contractor's expense.

The contractor shall also describe his/her procedure for maintaining backup data base in the event that tapes are damaged or lost.

(End of Clause)

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the ORNL in such a manner that will insure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(End of Clause)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

CLAUSE NUMBER	DATE	TITLE
52.246-6	JAN 1986	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer within 30 days after receipt of the magnetic tapes from ORNL.

(End of Clause)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

CLAUSE NUMBER	DATE	TITLE
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52.212-13	APR 1984	STOP-WORK ORDER
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F.2 PREPARATION OF TECHNICAL REPORTS (MAR 1987)

All technical reports required by Section C and all Technical Progress Reports required by Section F are to be prepared in accordance with the attached NRC Manual Chapter 3202. NRC Manual Chapter 3202 is not applicable to the Spending Plan and the Financial Status Report (See Section J for List of Attachments).

(End of Clause)

F.3 TECHNICAL PROGRESS REPORT (MAR 1987)

The Contractor shall provide a monthly Technical Progress Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following:

a. A listing of the efforts completed during the period; milestones reached or, if missed, an explanation provided;

b. Any problems or delays encountered or anticipated and recommendations for resolution; (if the recommended resolution involves a contract modification, e.g., change in work requirements, level of effort (cost) or schedule delay, the Contractor shall submit a separate letter to the Contracting Officer identifying the required change and estimated cost impact).

- c. A summary of progress to date; and
- d. Plans for the next reporting period.

(End of Clause)

F.4 FINANCIAL STATUS REPORT (MAR 1987)

The Contractor shall provide a monthly Financial Status Report to the Project Officer and the Contracting Officer. The report is due within 15 calendar days after the end of the report period and shall identify the title of the project, the contract number, project manager and/or principal investigator, the contract period of performance, and the period covered by the report. Each report shall include the following for each discrete task:

a. Provide total estimated cost (value) of the project as reflected in the contract, the amount of funds available in the contract to date, and the balance of funds required to complete the work as follows:

- 1) Total Estimated Contract Amount.
- 2) Total Funds Obligated To Date.
- 3) Total Costs Incurred This Reporting Period.
- 4) Total Costs Incurred To Date.
- 5) Balance of Obligations Remaining.
- 6) Balance of Funds Required To Complete Contract.

b. Detail of all direct and indirect costs incurred during the reporting period for each task.

c. Update the approved Spending Plan.

(End of Clause)

F.5 PLACE OF DELIVERY--REPORTS (MAR 1987)

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

a. Project Officer (4 copies)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-04-88-078
Office of Nuclear Regulatory Research
Division of Regulatory Applications
Mail Stop: NL-007
Washington, D.C. 20555

b. Contracting Officer (1 copy)

U.S. Nuclear Regulatory Commission
Contract Number: NRC-04-88-078
Division of Contracts
Contract Administration Branch

Mail Stop: AR-2223
Washington, D.C. 20555

(End of Clause)

F.6 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE II (MAR 1987)

This contract shall commence on 04/11/88 and will expire on 04/10/90. The term of this contract may be extended at the option of the Government for an additional 3 years period.

(End of Clause)

F.7 DELIVERABLES AND TIMETABLE

A computer program that will prompt keyentry operators to enter coded information in the proper fields shall be approved by the NRC Project Officer and operable within thirty (30) days of the effective date of this contract.

The contractor will deliver magnetic tapes (as specified below) on which all coded information has been keyed in a format compatible with that of the data maintained in REIRS to the Computing and Telecommunications Division of Martin Marietta Energy Systems at Oak Ridge National Laboratory, Oak Ridge, Tennessee. The information on the tapes will be segregated by Lot Number (the number assigned to each box of records). The contractor will prepare a tape of the keyed information within five working days after the receipt of the material from ORNL. The contractor will also return the original reports, in their original boxes, to personnel at ORNL at the same time that the tapes are delivered.

Magnetic tape specifications

- 9 track
- 1600 BPI
- Standard IBM label
- EBCDIC format
- Fixed block of 80 bytes
- Record length of 80 bytes

(End of Clause)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 PROJECT OFFICER AUTHORITY (MAR 1987)
ALTERNATE I (MAR 1987)

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

Name: Barbara Brooks

Address: US Nuclear Regulatory Commission
Mail Stop - NL-007
Washington, DC 20555

Telephone Number: 301/492-3738

b. The Project Officer is responsible for:

1) Placing Delivery Orders for items required under this contract.

2) Monitoring Contractor performance and recommending to the Contracting Officer changes in requirements.

3) Inspecting and accepting products/services provided under the contract.

4) Reviewing all Contractor invoices/vouchers requesting payment for products/services provided under the contract and making recommendations for approval, disapproval, or suspension.

c. The Project Officer is not authorized to make changes to the express terms and conditions of this contract.

(End of Clause)

G.2 METHOD OF PAYMENT (MAR 1987)

a. Payment under this contract will be made by wire transfer through the Treasury Financial Communications System for each individual payment in excess of \$25,000 and by Treasury check for each individual payment of \$25,000 or less.

b. In the event that the Contractor's financial institution has access to the Federal Reserve Communications System, the Contractor shall forward the following information in writing to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Contractor's financial institution's 9-digit ABA identifying number for routing transfer of funds.
- 5) Telegraphic abbreviation of Contractor's financial institution.
- 6) Account number at Contractor's financial institution.
- 7) Signature and title of person supplying this information.

c. In the event the Contractor's financial institution does not have access to the Federal Reserve Communication System, the Contractor shall forward the following information with regard to a correspondent or alternate financial institution. The information shall be in writing and submitted to the Contracting Officer within seven days after the effective date of the contract.

- 1) Name and address of organization.
- 2) Contact person and telephone number.
- 3) Name and address of financial institution.
- 4) Telegraphic abbreviation of Contractor's financial institution.
- 5) Account number at Contractor's financial institution.
- 6) Name and address of the correspondent financial institution that has access to the Federal Reserve Communications System.
- 7) Correspondent financial institution 9-digit ABA identifying number for routing transfer of funds.
- 8) Telegraphic abbreviation of correspondent financial institution.
- 9) Signature and title of person supplying this information.

c. Any changes to the information furnished under this clause shall be furnished to the Contracting Officer in writing. It is the Contractor's responsibility to furnish these changes promptly to avoid payments to erroneous bank accounts.

(End of Clause)

G.3 PAYMENT DUE DATE (MAR 1987) ALTERNATE I (MAR 1987)

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

1. The date of actual receipt of a proper invoice in accordance with the attached "Billing Instructions" (See Section J for List of Attachments), or

2. The date the supplies/services are accepted by the Government.

b. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur 30 calendar days after the date of delivery of these supplies or performance of the services in accordance with the terms of the contract.

c. If the supplies/services are rejected for failure to conform to the technical requirements of the contract, or for damage in the transit or otherwise, the provisions in paragraph b of this clause will apply to the new delivery of replacement supplies or performance of the services.

d. The date of payment by wire transfer through the Treasury Financial Communications System shall be considered the date payment is made for individual payments exceeding \$25,000. The date a check is issued shall be considered the date payment is made for individual payments of \$25,000 or less.

(End of Clause)

G.4 INTEREST ON OVERDUE PAYMENTS (MAR 1987)
ALTERNATE I (MAR 1987)

a. The Prompt Payment Act, Public Law 97-177 (96 STAT. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment of interest to Contractors on overdue payments and improperly taken discounts.

b. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125, Vol. 47 Federal Register 37321, August 25, 1982. Among other considerations, OMB Circular A-125 provides that:

1) Interest penalties are not required when payment is delayed because of a disagreement over the amount of payment or other issues concerning compliance with the terms of the contract.

2) Whenever a proper invoice is paid after the due date plus 15 days, interest will be included with the payment at the interest rate applicable on the payment date. Interest will be computed from the day after the due date through the payment date.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL (MAR 1987)

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

Raj K. Boveja

The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs b and c hereof.

b. If one or more of the key personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer and shall, subject to the concurrence of the Contracting Officer, promptly replace such personnel with personnel of at least substantially equal ability and qualifications.

c. All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They contain a complete resume for the proposed substitute, and other information requested by the Contracting Officer to approve or disapprove the proposed substitution. The Contracting Officer will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof in writing.

d. If the Contracting Officer determines that:

1) Suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming; or

2) That the resultant reduction of effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. If the Contracting Officer finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(End of Clause)

H.2 DISSEMINATION OF CONTRACT INFORMATION (MAR 1987)

The Contractor shall comply with the attached requirement of NRC Manual Chapter 3202 and 3206 (See Section J for List of Attachments) regarding publications or any information, oral or written, concerning the work performed under this contract. Failure to comply with this clause shall be grounds for termination of this contract.

(End of Clause)

H.3 PRIVATE USE OF CONTRACT INFORMATION AND DATA (MAR 1987)

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

(End of Clause)

H.4 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST
(OMB CLEARANCE NUMBER 3150-0112) (MAR 1987)

a. Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor:

1) Is not placed on a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and

2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor as defined in 41 CFR 20-1.5402(f) in the activities covered by this clause.

c. Work for Others. Notwithstanding any other provision of this contract, during the term of this contract, the Contractor agrees to forgo entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to conflict of interest with respect to the work being performed under this contract. The Contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the Contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the Contractor shall obtain the written approval of the Contracting Officer prior to execution of such contractual arrangement.

d. Disclosure after award.

1) The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR 20-1.5402(a).

2) The Contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This statement shall include a description of the action which the Contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

e. Access to and use of information.

1) If the Contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the Contractor agrees not to:

(i) Use such information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on such information until one year after the release of such information to the public, or

(iv) Release the information without prior written approval by the Contracting Officer unless such information has previously been released to the public by the NRC.

2) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the Contractor shall treat such information in accordance with restrictions placed on use of the information.

3) The Contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

f. Subcontracts. Except as provided in 41 CFR 20-1.5402(h), the Contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer," shall be appropriately modified to

preserve the Government's rights.

g. Remedies. For breach of any of the above prescriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the Government may terminate the contract for default, disqualify the Contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

h. Waiver. A request for waiver under this clause shall be directed in writing through the Contracting Officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in 20-1.5411.

(End of Clause)

H.5 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS
(MAR 1987)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under Wage Determination Number 86-1255 dated 01/15/88 which is attached (See Section J for List of Attachments).

(End of Clause)

H.6 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(MAR 1987)

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

(End of Clause)

H.7 SECURITY REQUIREMENTS

The contractor will treat the information as confidential and no part of it is to be released to anyone other than the computer personnel at ORNL unless authorized by the NRC Project Officer

(End of Clause)

H.8 RIGHTS IN DATA -- General (JUNE 1987)
ALTERNATE II (JUNE 1987) AND ALTERNATE III (JUNE 1987)

(a) Definitions.

"Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data," as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The

term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocations of rights. (1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright. (1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of

the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, publication and use of data. (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days

approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government,

the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notice placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor

(i) Identifies the data to which the omission of notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) When data other than that listed in subdivisions (b)(1) (i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE (JUN 1987)

(a) These data are submitted with limited rights under Government contract No. XXX (and subcontract XXX, if appropriate). These data

may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state)

(b) This Notice shall be marked on any reproduction of these data, in whole or in part."

(End of notice)

(g)(3)(i) Notwithstanding subparagraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE (JUN 1987)

(a) This computer software is submitted with restricted rights under Government Contract No. XXX (and subcontract XXX, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the contract.

(b) This computer software may be --

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b) (1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part."

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE

SHORT FORM (JUN 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. XXX (and subcontract XXX, if appropriate) with XXX (name of Contractor and subcontractor)."

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished -- rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (APR 1984)

This contract incorporates the following clauses by reference. These clauses have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

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

CLAUSE NUMBER	DATE	TITLE
52.202-1	APR 1984	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1985	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.204-2	APR 1984	SECURITY REQUIREMENTS
52.215-1	APR 1984	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL
52.215-2	APR 1984	AUDIT -- NEGOTIATION
52.215-22	APR 1984	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-24	APR 1985	SUBCONTRACTOR COST OR PRICING DATA
52.215-26	APR 1987	INTEGRITY OF UNIT PRICES ALTERNATE I (JUN 1985)
52.215-31	SEP 1987	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-33	JAN 1986	ORDER OF PRECEDENCE
52.219-6	APR 1984	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JUN 1985	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-13	AUG 1986	UTILIZATION OF WOMEN- OWNED SMALL BUSINESSES
52.220-3	APR 1984	UTILIZATION OF LABOR SURPLUS AREA CONCERNS

52.220-4	APR 1984	LABOR SURPLUS AREA SUBCONTRACTING PROGRAM
52.222-1	APR 1984	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	APR 1984	CONVICT LABOR
52.222-26	APR 1984	EQUAL OPPORTUNITY
52.222-35	APR 1984	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
52.222-36	APR 1984	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.223-2	APR 1984	CLEAN AIR AND WATER
52.227-1	APR 1984	AUTHORIZATION AND CONSENT
52.227-2	APR 1984	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-10	APR 1984	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER
52.232-7	APR 1984	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS ALTERNATE II (JAN 1986)
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	APR 1984	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.233-1	APR 1984	DISPUTES
52.233-3	JUN 1985	PROTEST AFTER AWARD
52.243-3	AUG 1987	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS
52.244-3	APR 1985	SUBCONTRACTS (TIME- AND-MATERIALS AND LABOR- HOUR CONTRACTS)
52.249-6	MAY 1986	TERMINATION (COST REIMBURSEMENT) ALTERNATE IV (APR 1984)
52.249-14	APR 1984	EXCUSABLE DELAYS

I.2 ANTI-KICKBACK PROCEDURES (FAR 52.203-7)

(a) Definitions. "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purposes of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor employee," as used in this clause, means any

officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or subcontract entered into in connection with any such prime contract, and (2) includes any person who offers to furnish or furnishes supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback; or

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly the amount of any kickback in the contract price charged by the prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or a higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may--

(i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) direct that the

Contractor withhold from sums owed the subcontractor, the amount of kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In the latter case, the contractor shall notify the Contracting Officer when monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5), in all subcontracts under this contract.

(End of Clause)

I.3 ORDERING (FAR 52.216-18) (APR 1984)

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

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

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

(End of Clause)

I. 4 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES
(FAR 52.217-9) (APR 1984)

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I. 5 SERVICE CONTRACT ACT OF 1965 (I-FSS-222-41) (APR 1984)

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR Part 4).

(b)(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classifications listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the

wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section. (The information collection requirements contained in the following paragraphs of this section have been approved by the Office of Management and Budget under OMB control number 1215-0150.)

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e.,

adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contracts which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work but the unlisted class of employees, the contractor shall advise the contracting officer of the action taken by the other procedures in paragraph(b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b) (2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division Employment Standards Administration of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment of determined conformable thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in Subpart D of 29 CFR Part 4, and not otherwise.

(d)(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the

minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of Section 4.1b(b) of 29 CFR Part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in Section 4.10 of 29 CFR Part 4 that the wages and/or fringe benefits provided services of a character similar in the locality, or determines, as provided in Section 4.11 of 29 CFR Part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of

Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract. (Approved by the Office of Management and Budget under OMB control number 1215- 0150.)

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in building or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(g)(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration of the U.S. Department of Labor. (Sections 4.6(g)(1)(i) through (vi) approved by the Office of Management and Budget under OMB control number 1215-0017 and sections 4.6(g)(1)(v) and (vi) approved under OMB control number 1215-0150.):

(i) Name and address and social security number of each employee.

(ii) The correct work classification or classification, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.

(iii) The number of daily and weekly hours so worked by each employee.

(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.

(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to Section 4.6(1)(2).

(2) The contractor shall also make available a copy of this

contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment of advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR Part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor in the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term "contractor" as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government prime contractor."

(k)(1) As used in these clauses, the term "service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in Part 541 of Title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term "service employee" includes all such persons regardless of any contractual

relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only: The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits

(1)(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof. (Approval by the Office of Management and Budget under OMB control number 1215-0150.)

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (Section 4.173 of Regulations 29 CFR Part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract. (Approved by the Office of Management and Budget under OMB Control number 1215-0150.)

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR Part 4.

(n)(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in Parts 525 and 528 of Title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed

and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) An employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips may have the amount of tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531: Provided, however, that the amount of such credit may not exceed \$1.24 per hour beginning January 1, 1980, and \$1.34 per hour after December 31, 1980. To utilize this provision:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; (approved by the Office of Management and Budget under OMB control number 1215-0017);

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(FDR Temporary Regulation 76)

I. 6 ORDERING (APR 1984)

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

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

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

(End of Clause)

I. 7 LIMITATIONS ON SUBCONTRACTING (FAR 52.219-4)(OCT 1987)

By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract (in the case of a contract for --

(a) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(b) Supplies (other than procurement from a regular dealer in such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(c) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(d) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

52.216-21 REQUIREMENTS (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 4/10/90 [insert date].

(End of clause)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

<u>Attachment Number</u>	<u>Title</u>
1	NRC Contractor Organizational Conflicts of Interest (41 CFR Part 20)
2	Billing Instructions
3	NRC Manual Chapter 3202
4	Standard Form 1411 with Instructions
5	Wage Determination No.86-1255 Dated 1/15/88
6	NRC Manual Chapter 0904
7	NRC Form 439
8	Representative Sample Containing Coded Information to be Keyed

PART 20-1 -- GENERAL

Subpart 20-1.54--Contractor Organizational Conflicts of Interest

Sec.	
20-1.5401	Scope and policy.
20-1.5402	Definitions.
20-1.5403	Criteria for recognizing contractor organizational conflicts of interest.
20-1.5404	Representation.
20-1.5405	Contract clauses.
20-1.5405-1	General contract clause.
20-1.5405-2	Special contract provisions.
20-1.5406	Evaluation, findings, and contract award.
20-1.5407	Conflicts identified after award.
20-1.5408	(Reserved)
20-1.5409	(Reserved)
20-1.5410	Subcontractors.
20-1.5411	Waiver.
20-1.5412	Remedies.

AUTHORITY: Sec. 8, Pub. L. 95-601, adding Sec. 170A to Pub. L. 83-703, 68 Stat. 919, as amended (42 U.S.C. ch. 14)

§20-1.5401 Scope and Policy

(a) It is the policy of the U.S. Nuclear Regulatory Commission (NRC) to avoid, eliminate or neutralize contractor organizational conflicts of interest. The NRC achieves this objective by requiring all prospective contractors to submit information describing relationships, if any, with organizations or persons (including those regulated by NRC) which may give rise to actual or potential conflicts of interest in the event of contract award.

(b) Contractor conflict of interest determinations cannot be made automatically or routinely; the application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied so as to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria which would serve to identify and resolve all of the contractor conflict of interest situations which might arise; however, examples are provided in these regulations to guide application of the policy. NRC contracting and program officials must be alert to other situations which may warrant application of this policy guidance. The ultimate test is: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

(c) The conflict of interest rule contained in this subpart applies to contractors and offerors only. Individuals or firms who have other relationships with NRC (e.g., parties to a licensing proceeding) are not covered by this regulation. This rule does not apply to the acquisition of consulting services through the personnel appointment process, NRC

agreements with other government agencies, international organizations, or state, local or foreign governments; separate procedures for avoiding conflicts of interest will be employed in such agreements, as appropriate.

§20-1.5402 Definitions

(a) "Organizational conflicts of interest" means that a relationship exists whereby a contractor or prospective contractor has present or planned interests related to the work to be performed under an NRC contract which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair competitive advantage.

(b) "Research" means any scientific or technical work involving theoretical analysis, exploration, or experimentation.

(c) "Evaluation activities" means any effort involving the appraisal of a technology, process, product, or policy.

(d) "Technical consulting and management support services" means internal assistance to a component of the NRC in the formulation or administration of its programs, projects, or policies which normally require the contractor to be given access to information which has not been made available to the public or proprietary information. Such services typically include assistance in the preparation of program plans; and preparation of preliminary designs, specifications, or statements of work.

(e) "Contract" means any contract, agreement, or other arrangement with the NRC except as provided in Section 20-1.5401(c).

(f) "Contractor" means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which is a party to a contract with the NRC.

(g) "Affiliates" means business concerns which are affiliates of each other when either directly or indirectly one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both (41 CFR §1-1.606-1(e)).

(h) "Subcontractor" means any subcontractor of any tier which performs work under a contract with the NRC except subcontracts for supplies and subcontracts in amounts of \$10,000 or less.

(i) "Prospective contractor" or "offeror" means any person, firm, unincorporated association, joint venture, partnership, corporation, or affiliates thereof, including its chief executive, directors, key personnel (identified in the proposal), proposed consultants, or subcontractors, submitting a bid or proposal, solicited or unsolicited, to the NRC to obtain a contract.

(j) "Potential conflict of interest" means that a factual situation exists that suggests (indicates) that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations which merit investigation prior to contract award in order to ascertain whether award would give rise to an actual conflict or which must be reported to the contracting officer for investigation if they arise during contract performance.

§ 20-1.5403 Criteria for recognizing contractor organizational conflicts of interest

(a) General. Two questions will be asked in determining whether actual or potential organizational conflicts of interest exist: (1) Are there conflicting roles which might bias a contractor's judgment in relation to its work for the NRC? (2) May the contractor be given an unfair competitive advantage based on the performance of the contract? The ultimate determination by NRC as to whether organizational conflicts of interest exist will be made in light of common sense and good business judgment based upon the relevant facts disclosed and the work to be performed. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships which might involve potential organizational conflicts of interest, NRC personnel will pay particular attention to proposed contractual requirements which call for the rendering of advice, consultation or evaluation activities, or similar activities that lay direct groundwork for the NRC's decisions on regulatory activities, future procurements, and research programs.

(b) Situations or relationships which may give rise to organizational conflicts of interest. (1) The offeror or contractor shall disclose information concerning relationships which may give rise to organizational conflicts of interest under the following circumstances:

(i) Where the offeror or contractor provides advice and recommendations to the NRC in a technical area in which it is also providing consulting assistance in the same area to any organization regulated by the NRC.

(ii) Where the offeror or contractor provides advice to the NRC on the same or similar matter in which it is also providing assistance to any organization regulated by the NRC.

(iii) Where the offeror or contractor evaluates its own products or services, or the products or services of another entity where the offeror or contractor has been substantially involved in their development or marketing.

(iv) Where the award of a contract would otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(2) The contracting officer may request specific information from an offeror or contractor or may require special contract provisions such as provided in 120-1.5405-2 in the following circumstances:

(i) Where the offeror or contractor prepares specifications which are to be used in competitive procurements of products or services covered by such specifications.

(ii) Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using such approaches or methodologies.

(iii) Where the offeror or contractor is granted access to information not available to the public concerning NRC plans, policies, or programs which could form the basis for a later procurement action.

(iv) Where the offeror or contractor is granted access to proprietary information of its competitors.

(v) Where the award of a contract might otherwise result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for the NRC or may otherwise result in an unfair competitive advantage for the offeror or contractor.

(c) Policy application guidance. The following examples are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations. (1) Example. The XYZ Corp., in response to a request for proposal (RFP), proposes to undertake certain analyses of a reactor component as called for in the RFP. The XYZ Corp. is one of several companies considered to be technically well qualified. In response to the inquiry in the RFP, the XYZ Corp. advises that it is currently performing similar analyses for the reactor manufacturer.

Guidance. An NRC contract for that particular work normally would not be awarded to the XYZ Corp. because it would be placed in a position in which its judgment could be biased in relationship to its work for NRC. Since there are other well-qualified companies available, there would be no reason for considering a waiver of the policy.

(2) Example. The ABC Corp., in response to a RFP, proposes to perform certain analyses of a reactor component which are unique to one type of advanced reactor. As is the case with other technically qualified companies responding to the RFP, the ABC Corp. is performing various projects for several different utility clients. None of the ABC Corp. projects have any relationship to the work called for in the RFP. Based on the NRC evaluation, the ABC Corp. is considered to be the best qualified company to perform the work outlined in the RFP.

Guidance. An NRC contract normally could be awarded to the ABC Corp. because no conflict of interest exists which would motivate bias with respect to the work. An appropriate clause would be included in the contract to preclude the ABC Corp. from subsequently contracting for work during the performance of the NRC contract with the private sector which could create a conflict. For example, ABC Corp. would be precluded from the performance of similar work for the company developing the advanced reactor mentioned in the example.

(3) Example. As a result of operating problems in a certain type of commercial nuclear facility, it is imperative that NRC secure specific data on various operational aspects of that type of plant so as to assure adequate safety protection of the public. Only one manufacturer has extensive experience with that type of plant. Consequently, that company is the only one with whom NRC can contract which can develop and conduct the testing programs required to obtain the data in reasonable time. That company has a definite interest in any NRC decisions that might result from the data produced because those decisions affect the reactor's design and thus the company's costs.

Guidance. This situation would place the manufacturer in a role in which its judgment could be biased in relationship to its work for NRC. Since the nature of the work required is vitally important in terms of NRC's responsibilities and no reasonable alternative exists, a waiver of the policy may be warranted. Any such waiver shall be fully documented and coordinated in accordance with the waiver provisions of this policy with particular attention to the establishment of protective mechanisms to guard against bias.

(4) Example. The ABC Co. submits a proposal for a new system for evaluating a specific reactor component's performance for the purpose of developing standards that are important to the NRC program. The ABC Co. has advised NRC that it intends to sell the new system to industry once its practicability has been demonstrated. Other companies in this business are using older systems for evaluation of the specific reactor component.

Guidance. A contract could be awarded to the ABC Co. provided that the contract stipulates that no information produced under the contract will be used in the contractor's private activities unless such information has been reported to NRC. Information which is reported to NRC by contractors will normally be disseminated by NRC to others so as to preclude an unfair competitive advantage that might otherwise accrue. When NRC furnishes information to the contractor for the performance of contract work, it shall not be used in the contractor's private activities unless such information is generally available to others. Further, the contract will stipulate that the contractor will inform the NRC contracting officer of all situations in which the information developed under the contract is proposed to be used.

(5) Example. The ABC Corp., in response to a RFP proposes to assemble a map showing certain seismological features of the Appalachian fold belt. In accordance with the representation in the RFP and §20-1.5403(b)(1)(i), ABC Corp. informs the NRC that it is presently doing seismological studies for several utilities in the Eastern United States but none of the sites are within the geographic area contemplated by the NRC study.

Guidance. The contracting officer would normally conclude that award of a contract would not place ABC Corp. in a conflicting role where its judgment might be biased. The work for others clause of §20-1.5405-1(c) would preclude ABC Corp. from accepting work during the term of the NRC contract which could create a conflict of interest.

(d) Other considerations. (1) The fact that the NRC can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of such conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

§20-1.5404 Representation

(a) The following procedures are designed to assist the NRC contracting officer in determining whether situations or relationships exist which may constitute organizational conflicts of interest with respect to a particular offeror or contractor.

(b) Representation procedure. The following organizational conflicts of interest representation provision shall be included in all solicitations and unsolicited proposals for: (1) Evaluation services or activities; (2) technical consulting and management support services; (3) research; and (4) other contractual situations where special organizational conflicts of interest provisions are noted in the solicitation and would be included in the resulting contract. This representation requirement shall also apply to all modifications for additional effort under the contract except those issued under the "changes" clause. Where, however, a statement of the type required by the organizational conflicts of interest representation provision has previously been submitted with regard to the contract being modified, only an updating of such statement shall be required.

ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

I represent to the best of my knowledge and belief that:

The award to _____ of a contract or the modification of an existing contract does () or does not () involve situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1).

(c) Instructions to offerors. The following shall be included in all NRC solicitations: (1) If the representation as completed indicates that situations or relationships of the type set forth in 41 CFR § 20-1.5403(b)(1) are involved, or the contracting officer otherwise determines that potential organizational conflicts exist, the offeror shall provide a statement in writing which describes in a concise manner all relevant facts bearing on his representation to the contracting officer. If the contracting officer determines that organizational conflicts exist, the following actions may be taken: (i) Impose appropriate conditions which avoid such conflicts, (ii) disqualify the offeror, or (iii) determine that it is otherwise in the best interest of the United States to seek award of the contract under the waiver provisions of § 20-1.5411.

(2) The refusal to provide the representation required by § 20-1.5404(b) or upon request of the contracting officer the facts required by § 20-1.5404(c), shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award; or if such nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. The offeror may also be disqualified from subsequent related NRC contracts and be subject to such other remedial actions provided by law or the resulting contract.

(d) The offeror may, because of actual or potential organizational conflicts of interest, propose to exclude specific kinds of work from the statements of work contained in a RFP unless the RFP specifically prohibits such exclusion. Any such proposed exclusion by an offeror will be considered by the NRC in the evaluation of proposals. If the NRC considers the proposed excluded work to be an essential or integral part of the required work and its exclusion would work to the detriment of the competitive posture of the other offerors, the proposal must be rejected as unacceptable.

(e) The offeror's failure to execute the representation required by subsection (b) above with respect to invitation for bids will be considered to be a minor informality, and the offeror will be permitted to correct the omission.

§ 20-1.5405 Contract clauses

§ 20-1.5405-1 General contract clause

All contracts of the types set forth in §20-1.5404(b) shall include the following clauses:

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor: (1) Is not placed in a conflicting role because of current or planned interest (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor as defined in 41 CFR §20-1.5402(f) in the activities covered by this clause.

(c) Work for others. Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization, the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees who are employed full time under this contract and employees designated as key personnel, if any, under this contract abide by the provision of this clause. If the contractor believes with respect to itself or any such employee that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer prior to execution of such contractual arrangement.

(d) Disclosure after award. (1) The contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in this contract, it does not have any organizational conflicts of interest, as defined in 41 CFR §20-1.5402(a).

(2) The contractor agrees that if after award it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement shall include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract for convenience if it deems such termination to be in the best interests of the government.

(e) Access to and use of information. (1) If the contractor in the performance of this contract obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released to the public, the contractor agrees not to: (i) Use such information for any private purpose until the information has been released to the public; (ii) compete for work for the Commission based

on such information for a period of six (6) months after either the completion of this contract or the release of such information to the public, whichever is first, (iii) submit an unsolicited proposal to the government based on such information until one year after the release of such information to the public, or (iv) release the information without prior written approval by the contracting officer unless such information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat such information in accordance with restrictions placed on use of the information.

(3) The contractor shall have, subject to patent and security provisions of this contract, the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 41 CFR §20-1.5402(h), the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms "contract," "contractor," and "contracting officer," shall be appropriately modified to preserve the government's rights.

(g) Remedies. For breach of any of the above proscriptions or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations as necessarily imply bad faith, the government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies as may be permitted by law or this contract.

(h) Waiver. A request for waiver under this clause shall be directed in writing through the contracting officer to the Executive Director for Operations (EDO) in accordance with the procedures outlined in §20-1.5411.

§ 20-1.5405-2 Special contract provisions.

(a) If it is determined from the nature of the proposed contract that organizational conflicts of interest exist, the contracting officer may determine that such conflict can be avoided or after obtaining a waiver in accordance with §20-1.5411, neutralized through the use of an appropriate special contract provision. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any such restriction. These provisions include but are not limited to:

(1) Hardware exclusion clauses which prohibit the acceptance of production contracts following a related nonproduction contract previously performed by the contractor;

(2) Software exclusion clauses;

(3) Clauses which require the contractor (and certain of his key personnel) to avoid certain organizational conflicts of interest; and

(4) Clauses which provide for protection of confidential data and guard against its unauthorized use.

(b) The following additional contract clause may be included as section (1) in the clause set forth in: 20-1.5405-1 when it is determined that award of a follow-on contract would constitute an organizational conflict of interest.

(i) Follow-on effort. (1) The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor shall not perform any technical consulting or management support services work or evaluation activities under this contract on any of its products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of such products or services.

(2) If the contractor under this contract prepares a complete or essentially complete statement of work or specifications, the contractor shall be ineligible to perform or participate in the initial contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(3) Nothing in this paragraph shall preclude the contractor from offering or selling its standard commercial items to the government.

§ 20-1.5406 Evaluation, findings, and contract award

The contracting officer will evaluate all relevant facts submitted by an offeror pursuant to the representation requirements of §20-1.5404(b) and other relevant information. After evaluating this information against the criteria of §20-1.5403, a finding will be made by the contracting officer whether organizational conflicts of interest exist with respect to a particular offeror. If it has been determined that conflicts of interest exist, then the contracting officer shall either:

(a) Disqualify the offeror from award,

(b) Avoid or eliminate such conflicts by appropriate measures; or

(c) Award the contract under the waiver provision of §20-1.5411.

§20-1.5407 Conflicts identified after award.

If potential organizational conflicts of interest are identified after award with respect to a particular contractor, the contracting officer determines that such conflicts do, in fact, exist and that it would not be in the best interests of the government to terminate the contract as provided in the clauses required by §20-1.5405, the contracting officer will take every reasonable action to avoid, eliminate, or, after obtaining a waiver in accordance with §20-1.5411, neutralize the effects of the identified conflict.

§20-1.5408 (Reserved)

§20-1.5409 (Reserved)

§20-1.5410 Subcontracts

The contracting officer shall require offerors and contractors to submit a representation statement in accordance with §20-1.5404(b) from subcontractors and consultants. The contracting officer shall require the contractor to include contract clauses in accordance with §20-1.5405 in consultant agreements or subcontracts involving performance of work under a prime contract covered by this subsection.

§20-1.5411 Waiver

In the first instance, determination with respect to the need to seek a waiver for specific contract awards shall be made by the contracting officer with the advice and concurrence of the program office director and the Office of Executive Legal Director. Upon the recommendation of the contracting officer, and after consultation with the Office of the General Counsel, the EDO may waive the policy in specific cases if he determines that it is in the best interest of the United States to do so.

Such action shall be strictly limited to those situations in which:


- (1) The work to be performed under contract is vital to the NRC program;
- (2) the work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and (3) contractual and/or technical review and supervision methods can be employed by NRC to neutralize the conflict. For any such waivers, the justification and approval documents shall be placed in the Public Document Room.

§20-1.5412 Remedies

In addition to such other remedies as may be permitted by law or contract for a breach of the restrictions in this subpart or for any intentional misrepresentation or intentional nondisclosure of any relevant interest required to be provided for this section, the NRC may debar the contractor from subsequent NRC contracts.

Dated at Washington, D.C. this 27th day of March 1979.

For the Nuclear Regulatory Commission


Samuel P. Chalk
Secretary of the Commission

(REVISED - 4/87)

BILLING INSTRUCTIONS FOR FIXED PRICE
CONTRACTS AND PURCHASE ORDERS

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

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

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

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

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

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

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

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

Form NRC-489
(1-76)

U. S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL
TRANSMITTAL NOTICE

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

SUPERSEDED:

	Number	Date
Chapter	NRC-3202	4/29/82
Page		
Appendix	NRC-3202	4/29/82

TRANSMITTED:

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

REMARKS:

This revision of Chapter 3202 expands the chapter from coverage of unclassified reports to include the marking and handling of sensitive unclassified information (Official Use Only and Limited Official Use Information, Safeguards Information, Proprietary Information) and classified information (Top Secret, Secret, and Confidential). A section has also been added to set forth procedures for the handling of unclassified reports on NRC cooperative programs with foreign governments and organizations and with U.S. industry.

U.S. NUCLEAR REGULATORY COMMISSION
NRC MANUAL

Volume: 3000 Information and Foreign Activities
Part : 3200 Technical Information and Document Control

ADM

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

3202-01 COVERAGE

This chapter and its appendix handbook establish responsibilities, basic requirements, standards and procedures for the documentation, production and dissemination of technical reports prepared by NRC consultants and grantees and by NRC contractors and their subcontractors, including reports prepared under or pursuant to interagency agreements or memorandums of understanding. These reports are hereafter referred to as contractor reports. This chapter does not cover NRC staff-generated documents, NRC docket material, or the documents generated by NRC boards, panels, advisory committees and Offices that report to the Commission.

3203-02 OBJECTIVES

021 to assure production and dissemination of technical reports as required by the Energy Reorganization Act of 1974 and the Freedom of Information Act.

022 to assure that dissemination of technical reports is consistent with requirements for public availability of information.

023 to assure that national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release, distribution, or dissemination of technical reports from NRC.

024 to assure that formal NRC contractor reports will carry the registered NRC designation NUREG/CR or NUREG/CP as the prime identification.

025 to provide for coordination of press or other media releases.

3202-03 RESPONSIBILITIES AND AUTHORITIES

031 The Director, Office of Administration:

- a. develops and maintains, in consultation with Directors of Offices and Divisions and Regional Administrators, NRC standards, procedures and guides for the production and dissemination of technical contractor reports.

Approved: August 29, 1984

- b. periodically surveys report activities throughout NRC to ascertain that the provisions of this chapter are adequate and are being implemented; makes any changes needed.

032 The Director, Division of Technical Information and Document Control:

- a. develops and administers a central report control system for identifying, printing and distributing contractor reports and responding to requests for unclassified reports.
- b. develops and maintains guides and standards for the documentation, formatting, printing, dissemination, and public sale of unclassified contractor reports.
- c. assures that a system exists for review of unclassified contractor reports for adherence to patent, copyright and disclosure policies prior to dissemination.
- d. establishes and administers interagency agreements necessary for the dissemination and public sale of unclassified contractor reports and controls duplication and printing of contractor reports to assure adherence to the Government Printing and Binding Regulations issued by the Joint Committee on Printing (JCP), Congress of the United States.
- e. in response to requests of Directors of Offices and Regional Administrators, establishes distribution data banks, maintains official standard distribution lists for automatic distribution of unclassified contractor reports, and controls distribution to assure adherence to the Government Printing and Binding Regulations, the Privacy Act, and the Freedom of Information Act.

033 Directors of Offices and Regional Administrators:

- a. establish the contract or Standard Order for Work* provisions, including those required by this chapter and its appendix; Chapter NRC-3203, Distribution of Unclassified NRC Staff- and Contractor-Generated Documents and its appendix; Chapter NRC-0260, Printing, Copying, Graphics and Photography and its appendix; and Chapter NRC-1102, Procedures for Placement of Work with the Department of Energy. In the Statement of Work:
 - (1) specify what reports will be reviewed for policy, management, and legal issues by NRC staff in draft prior to printing and distribution. If the report is to be reviewed by NRC staff, give the conditions under which the contractor may publish documents in the event of unresolvable differences relative to the draft, including the type of disclaimer to be used in addition to the standard government disclaimer (see Exhibit 6).

* In the case of DOE work, this is NRC Form 173, Standard Order for DOE Work. See Chapter NRC-1102.

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC-3202-034

- (2) provide for the reviews necessary to insure that the national security, patent rights, copyrights, proprietary rights and rights in other sensitive unclassified information are not compromised by the release or dissemination of the reports. If DOE contractors are to be authorized to make the reviews, designate the contractor officials who are authorized to sign NRC Form 426A prior to NRC distribution of reports (see Appendix, Part IV). Assure that sensitive unclassified and classified reports are marked and handled properly (see Appendix, Part V).
 - (3) specify that all formal reports carry NUREG/CR or NUREG/CP numbers as the prime identification, as illustrated in the appendix.
 - (4) specify whether formal reports shall be printed by NRC or the contractor if the contractor has a JCP-authorized federal printing plant (see Appendix, Parts II and IV).
 - (5) specify that all formal reports required by NRC shall be distributed by NRC.
 - (6) establish the number of copies the contractor may retain or request for internal and external distribution and charge against NRC. Written justification must be provided, and approval obtained of the NRC JCP representative (the Director, Division of Technical Information and Document Control) when the number exceeds the 50 copies authorized by JCP for unclassified reports.
 - (7) assure the protection of classified and sensitive unclassified information, if any, in contractor reports (see Appendix, Part V).
- b. assure adherence to instructions and authorizations regarding the reproduction and distribution of reports.
 - c. recommend standard distribution category(ies) for contractor reports to the Division of Technical Information and Document Control.
 - d. provide changes to the official standard distribution lists to the Division of Technical Information and Document Control.
 - e. establish procedures for review of contractor's proposed press and other media releases.

034 The Office of the Executive Legal Director provides legal review and advice to NRC staff on questions regarding inventions, patents, proprietary information, use of copyrighted material, national security, and other sensitive unclassified and classified information.

035 The Director, Office of Public Affairs, upon request of the project manager, reviews proposed contractor's press or other media releases for appropriateness.

Approved: August 29, 1984

036 The Director, Division of Security:

- a. administers the overall information security program which includes management of the security classification program and other programs for the protection of sensitive unclassified information.
- b. advises staff of NRC Offices and Regions on the preparation and handling of reports containing classified, proprietary and other sensitive unclassified information.

037 The Director, Division of Contracts:

- a. coordinates the flow of all reports to and from contractors (other than DOE contractors) where such reports may result in alterations in the terms and conditions of applicable contracts as they pertain to report production and distribution.
- b. advises the contractor as to the source and method for obtaining reports required from the government for performance of the contract.
- c. provides contractor with copies of NRC Chapters 0260, 3202, 3203, 3207, and 3210, when appropriate.
- d. determines when requests for proposals and invitations for bids, as well as subsequent contracts, should include statements requiring contractor compliance with Chapters NRC-3202, 3207, and 3210 and the Government Printing and Binding Regulations.
- e. ensures that appropriate clauses are included in contracts regarding the private use and protection of classified, proprietary and other sensitive unclassified information.

3202-04 DEFINITIONS*

041 camera-ready copy - pages ready for printing by the offset printing process. This is a colloquial term used even though the printing process may not involve the so-called copy camera (see also reproducible masters).

042 central report control system - means for developing and maintaining the policies, procedures and guides needed to identify and produce regulatory and technical reports and to assure adherence to requirements and standards for documentation, formatting, printing and distribution.

043 contractor report - record of work done (a report) prepared in accordance with the provisions of a contract or under or pursuant to an interagency agreement.

* Words underscored in definitions are also defined in list.

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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044 copyright - a form of protection provided by the laws of the United States (Title 17, U.S. Code) to the authors of "original works of authorship" including literary, dramatic, musical, artistic, and certain other intellectual works. This protection is available to both published and unpublished works. Copyrighted material may not be reproduced without the permission of the author or publisher.

045 disseminate - to announce the publication of reports and make them available for free distribution, sale or copying.

046 distribute - to dispense reports to specific organizations and individuals to assure their participation in the regulatory process and support of research and technological investigations. Such distribution may be accomplished by the use of standard distribution data banks established and maintained by the Division of Technical Information and Document Control based on the requests of the originating Office or Region.

047 documentation - classification and associated markings required for classified or sensitive unclassified documents, the NRC report number unique to the report, title (and subtitle, if any), author or correspondent (if any), organization identification and contract number (or FIN number), date and availability.

048 draft or final material for inclusion in "Safety Evaluation Reports" or "Environmental Statements" (ES) - written material requested for input to SERs or ESs to be issued as NUREGs. Such material may be edited or modified at the discretion of the NRC staff.

049 formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

0410 NRC project manager - the NRC staff member responsible for the work performed by consultants or contractors and their subcontractors, or for work performed under or pursuant to an interagency agreement.

0411 patent review - examination by legal staff to assure protection rights in inventions.

0412 proprietary information - trade secrets; privileged or confidential research, development, commercial or financial information, exempt from mandatory disclosure under 10 CFR Part 2 (Sections 2.740 and 2.790) and under 10 CFR Part 9 (Section 9.5); and other information submitted in confidence to the NRC by a foreign source and determined to be unclassified by the NRC.

0413 publicly available documents - information (reports and references) which is available in the NRC Public Document Room (PDR) for public inspection and copying or available in the public domain.

0414 reproducible masters - camera-ready copy which includes (1) originals of line drawings (or prints that can be copied), (2) glossy prints of black and white photographs (colored photographs cannot be reproduced), (3) original typed or printed text, tables, cover, title page, contents and abstract, or (4) other ~~forms~~ of the materials listed in (1), (2) and (3) that a printer can reproduce.

0415 technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or ESs.

0416 technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of contract work. Interim technical letter reports may be required at various stages of a project. These reports usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-tested predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports.

0417 unique identification - NRC identification used on a report and its attachments, revisions, and supplements that is not used on any other report.

3202-05 BASIC REQUIREMENTS

051 Applicability. The provisions of this chapter and its appendix apply to NRC consultants, grantees, contractors and subcontractors, including those working under interagency agreements, whose contracts require the preparation of technical reports. Because of the unique requirements of NRC boards, panels, advisory committees and Offices which report directly to the Commission, the handling of reports prepared by consultants and contractors to them are governed by the Board or Panel Chairman and, in the case of advisory committees, by the Advisory Committee Management Officer, or the Commission. These exceptions do not preclude the use of the NUREG/CR series designation on reports prepared for these entities that are to be given wide public dissemination.

052 Forms. NRC Form 426A, "Publication Release for Unclassified NRC Contractor and Consultant Reports" (Exhibit 5), NRC Form 335, "Bibliographic Data Sheet" (Exhibit 7), and NRC Form 190, "Cover Sheet for Reports Containing Proprietary Information" (Exhibit 19), shall be used as provided in the appendix.

053 Appendix 3202. This appendix contains standards and procedures for the preparation of reporting requirement portions of Statements of Work, and for the documentation, production, and dissemination of technical reports prepared by contractors and other government agencies in accordance with contract requirements or interagency agreements.

Approved: August 29, 1984

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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NRC-3202-054

054 Preparation Requirements

- a. Reports to be Printed by NRC. All contractor reports to be printed by NRC shall be prepared according to Appendix 3202. The reproducible masters for the requisite distribution shall be transmitted to the Division of Technical Information and Document Control accompanied by completed NRC Form 426A and NRC Form 335.
- b. Reports Printed by Authorized Federal Printing Plants. All contractor reports to be printed by the contractor (as specified by the contract, agreement, or standard order for work) shall be prepared according to Appendix 3202, and a reproducible master and sufficient copies for standard and incidental distribution shall be supplied to the Division of Technical Information and Document Control, accompanied by completed NRC Form 426A, signed by the authorized contractor official. Each such report shall include, as the last page, a completed NRC Form 335.

055 References. The NRC chapters referenced and NUREG-0794 (ref. j) and NUREG-0650 (ref. i) are available from the Division of Technical Information and Document Control. The other publications are available from the Government Printing Office

- a. Chapter NRC-0260, "Printing, Copying, Graphics and Photography "
- b. Chapter and Appendix NRC-2101, "NRC Security Program."
- c. Chapter NRC-3203, "Distribution of Unclassified NRC Staff- and Contractor-Generated Documents."
- d. Chapter NRC-1102, "Procedures for Placement of Work with the Department of Energy."
- e. Chapter NRC-3206, "NRC Contractor Speeches, Papers and Journal Articles on Regulatory and Technical Subjects."
- f. Chapter NRC-3207, "Conferences and Conference Proceedings."
- g. Title 44, U.S. Code, "Public Printing and Documents." Government Printing Office.
- h. Government Printing and Binding Regulations of the Joint Committee on Printing, Congress of the United States, No. 24, April 1977 (JCP Regulations), Government Printing Office.
- i. Title 5, U.S. Code, "Government Organization and Employees," Government Printing Office.

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- j. "Technical Writing Style Guide," A. W. Savolainen et al., compilers, U.S. NRC Report NUREG-0650, November 1979, and Supplement 1, February 1982.
- k. "Protection of Unclassified Safeguards Information." D. J. Kasun, USNRC Report NUREG-0794, October 1981.
- l. Chapter NRC-0255, "Mail Management," and Appendix 0255, Part V, Annex A.

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PART I

PREPARATION OF REPORTING REQUIREMENT PORTIONS OF
STATEMENTS OF WORK FOR CONTRACTS, GRANTS AND
STANDARD ORDERS FOR DOE WORK

A. LIST OF TECHNICAL REPORT REQUIREMENTS

List the technical reports required from each project, task or subtask, as applicable. State when and to whom they should be submitted and what they should contain. These reports may be unclassified, sensitive unclassified or classified. Standards for each of these categories are presented in Parts II through V. The following definitions describe the types of reports that may be specified:

technical reports - information on the technical aspects of contract work. These may be interim or final technical letter reports, draft or final formal technical reports for publication in the NUREG/CR or NUREG/CP series, or draft or final material for inclusion in SERs or ESs (see definitions below).

technical letter reports (also called technical evaluation reports) - interim or final letters that provide information on the technical aspects of the contract work. Interim technical letter reports may be required at various stages of a project. These interim letters usually are followed by a final technical letter report or a formal technical report. Final technical letter reports are usually specified in situations where the technical work is review and evaluation of work of others or work to be used by the staff in the licensing and regulation process. Interim letter reports may include, but are not limited to, informal (interim) progress reports, quick-look reports, data reports, status summary reports, project descriptions, pre-test predictions, model verifications, experiment safety analyses, experiment operating procedures, facility certification reports, and test result reports. These reports must be identified with the financial number (FIN) assigned to the project. They are not to be identified with DOE registered report codes. The number of copies to be prepared and the distribution of those copies will be specified by the project manager.

formal technical reports - the final product of research, an original investigation, or a significant compilation of information. This product is a formal technical report for publication in the NUREG/CR or NUREG/CP series. For extensive long-term projects, formal monthly, quarterly or semiannual and annual periodic technical reports may be required. A draft of the final or periodic report may be requested for comment prior to preparation of the camera-ready copy.

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

draft or final material for publication or inclusion in SERs, ESs, letters, or license amendments - written material requested for use in the NRC licensing process. Such material may be (1) abstracted in a NUREG report or attached to a NUREG report, (2) attached to a letter or an amendment to the license, or (3) abstracted and used as necessary by the NRC staff. NRC requires patent review and full management review of this material by the performing organization. This material is to be submitted to NRC as a technical letter report addressed to the project manager and identified by the FIN number.

For purposes of this Part, contractor means a private contractor, consultant, grantee, another State or Federal Agency working under an interagency agreement, or a DOE/facility or National Laboratory (contractor) and subcontractors.

B. REQUIREMENTS FOR FORMAL REPORTS

If the contractor is to prepare a final formal technical report for publication, state that it will be printed and distributed by NRC from camera-ready copy submitted by the contractor, unless the work is being done for the Office of Nuclear Regulatory Research by a DOE facility or Laboratory with a JCP-authorized printing plant. The camera-ready copy is to be prepared in accordance with the provisions of this appendix, Parts II and V (for contractors other than DOE contractors), or Parts IV and V of this appendix and Chapter 1102 (for DOE contractors). A style guide is also available free, upon request (NUREG-0650). If the report is to be printed by NRC and it is unclassified, the camera-ready copy is to be submitted by the contractor to the Director, Division of Technical Information and Document Control, NRC, Washington, D.C. 20555, by first class mail. For handling of sensitive unclassified and classified reports see Part V of this appendix and NRC Appendix 2101. Unclassified reports printed for the Office of Nuclear Regulatory Research should be handled in accordance with Parts IV and V of this appendix and/or Chapter 1102.

C. REQUIREMENTS FOR DRAFT REPORTS

If a draft is desired prior to completion of a final technical letter report, formal technical report, final material for inclusion in an SER or ES, or for comment by participants in cooperative programs with foreign governments and organizations and with U.S. industry, state that requirement and the time frame for delivering the final camera-ready copy after receiving NRC and/or participant comments on the draft. State that all draft material should be submitted to the cognizant project manager.

When the contractor is to submit draft material for comment prior to the preparation of the final report, state that if there are NRC program and/or participant comments the contractor will be asked to make changes. If agreement on the changes is reached, the NRC manager will authorize the contractor to prepare the final copy and submit it to the project manager, if it is a letter report or input to an SER or ES, or to the Director, Division of Technical Information and Document Control, if it is

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NRC CONTRACTORS, INCLUDING REPORTS PREPARED
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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camera-ready copy for printing and distribution. This is to be done to assure proper publication, handling, and distribution and, among other things, to preclude further changes that might nullify the agreement. If caveats were agreed to and the project manager wishes to check the final document for their presence, he/she should inform TIDC of that desire. In that case, upon receipt of the camera-ready copy by TIDC, the project manager will be informed and requested to prepare and sign the NRC Form 426A.

Also state that if agreement on changes to a formal technical report to be issued in the NUREG/CR series is not reached, the NRC project manager may request the contractor to prepare the camera-ready copy with, in addition to the standard disclaimer required on all contractor formal reports (see Exhibit 6), any caveats deemed necessary to cover NRC objections. Such caveats may range from the "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" to the addition of a preface setting forth the NRC opinion or footnotes at appropriate locations within the text.

State that if NRC objections cannot be covered in this manner, NRC can refuse to publish the report. In the case of DOE/National Laboratory reports, the DOE Operations Office Manager responsible for that laboratory should be informed by the NRC Office Director or Regional Administrator of the decision and the reasons therefor, with a copy to the Laboratory Director. In the case of another Federal agency, a State, or a private contractor, the person who executed the contract should similarly be informed by the NRC Contracting Officer. The contractor is then free to publish without NRC identification of the report. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

D. PUBLISHING UNCLASSIFIED INFORMATION IN OPEN LITERATURE AND PRESENTING PAPERS

If the contractor's principal investigator is to be allowed to publish in the open literature instead of submitting a final report and/or present papers at public or association meetings during the course of the work, add the following statement to the Statement of Work:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work.

If the project manager wants to review the paper or journal article prior to presentation or submission for publication, state this in the Statement of Work, as follows:

The principal investigator(s) may publish the results of this work in the open literature instead of submitting a final report and/or present papers at public or association meetings at interim stages of the work, if the article or paper has been reviewed by the NRC project

manager in draft form and agreement has been reached on the content. The applicable procedures set forth in Chapters NRC-3206 or NRC-1102 must be followed.

If agreement is not reached, NRC may also ask that the paper include in addition to the standard statement "Work supported by the U.S. Nuclear Regulatory Commission," any caveats deemed necessary to cover NRC objections. If NRC objections cannot be covered in this manner, NRC can refuse to authorize publication in the open literature and/or presentation of papers.

In the latter case, NRC will inform the contractor of the decision, as stated above for formal reports (see Section C, paragraphs 3 and 4). The contractor is then free to publish without NRC identification of the information. This will not affect payment of the contract work costs. Project manager or higher level decisions may be appealed to the NRC Executive Director for Operations.

If the contractor proposes to publish in the open literature or present the information at meetings in addition to submitting the required technical reports, approval of the proposed article or presentation should be obtained from the NRC project manager. The NRC project manager shall either approve the material as submitted, approve it subject to NRC-suggested revisions, or disapprove it. In any event, a project manager may disapprove or delay presentation or publication of papers on information that is subject to Commissioner approval that has not been ruled upon or which has been disapproved.

(See Chapter 3206 for provisions relating to payment of page charges and travel costs for presentation of papers.)

E TYPOGRAPHY

The text of reports must be single spaced on 8½ x 11-in. paper, unless otherwise specifically authorized. Occasionally, reports with many symbols and mathematical expressions may require one and one-half spacing to provide for superscripts and subscripts. This spacing should be allowed where needed, but should be considered an exception, not the standard.

F REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION

Details of the marking of reports designated Official Use Only, Limited Official Use, Proprietary Information, Safeguards Information, and classified (Confidential, Secret, and Top Secret) are provided in Part V of this appendix and in NRC Appendix 2101.

G PUBLISHING UNCLASSIFIED PROCEEDINGS OF CONFERENCES AND WORKSHOPS

NRC publishes or assists in the publication of compilations of papers presented at meetings, conferences, and symposiums in which NRC

participates as a sponsor or cosponsor. Chapter NRC-3207, "Conferences and Conference Proceedings," provides general information and guidance for this. More detailed guidance is available from TIDC upon request.

H. WRITING AND PUBLISHING UNCLASSIFIED BOOKS

NRC may, under certain circumstances, publish books prepared by grantees or contractors. For general information and guidance on book publishing, see Chapter NRC-3210, "Book Writing and Publishing."

I. DISTRIBUTION OF REPORTS TO CONTRACTORS

Up to 50 copies of unclassified formal technical reports may be retained by or will be bulk shipped to the contractor by NRC for internal use. If fewer than 50 copies are needed, indicate the desired quantity on NRC Form 426A. Single copies for specific individuals in organizations other than the contractor's organization who are not included in the distribution requested by the NRC project manager may be requested on a project basis or on a report-by-report basis. The request, with written justification, should be addressed to the NRC project manager, with a copy to NRC/TIDC. If the additional distribution is approved by the NRC project manager, the contractor shall send these copies (if printing is done by the contractor) and address labels, even if printing is done by NRC, to NRC/TIDC, where the distribution will be made along with the standard distribution. Distribution of sensitive unclassified and classified reports will be made by the project manager on a case-by-case basis.

J. COORDINATION OF PRESS OR OTHER MEDIA RELEASES OF UNCLASSIFIED INFORMATION

A contractor may request permission to issue a press or other media release on the work being done. Such request shall be made to the project manager, who will consult with his/her management and with the Office of Public Affairs. The contractor may not issue a press release on nonroutine information without this prior coordination. This coordination may be accomplished by telephone, with the NRC project manager responsible for expeditious handling. Decisions not to release information or delays in handling by the project manager may be appealed to the NRC Executive Director for Operations.

PART II

UNCLASSIFIED FORMAL CONTRACTOR REPORTS TO BE PRINTED BY NRC

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to contractor and inter-agency agreement reports that are to be printed by NRC. Contractors may not print reports prepared for NRC except those DOE laboratories with JCP-authorized printing plants and then only those reports prepared for NRC's Office of Nuclear Regulatory Research.
- b. With respect to sensitive unclassified and classified reports, the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 2101.
- c. The requirements of this part do not apply to consultants and contractors of the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers and title pages are required (see Exhibits 1 and 2 for contractor reports and Exhibits 3 and 4 for reports prepared under or pursuant to interagency agreements).*
- b. The items shown in Exhibits 1 through 4 and discussed below shall appear on the title page and cover, as appropriate.**

(1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that report. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may be obtained by calling the Division of Technical Information and Document Control or by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

* Reproducible copy of the cover of the performing organization may be submitted; however, the data elements shown in Exhibit 1 must be included.

** These requirements meet the specifications of American National Standard ANSI Z39.18-1974, Guidelines for Format and Production of Scientific and Technical Reports, and ANSI Z39.23-1974, Technical Report Numbers.

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The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

where CP indicates conference proceeding. The contractor's report number, if any, may be inserted below the NUREG number on the title page and cover, as shown in Exhibits 1 through 4, if desired by the contractor.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part or revision designation shall appear immediately below the report number.

(2) Title and Subtitle

- (a) Use a brief title that indicates clearly the subject matter covered in the report.
- (b) When a report is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of report (e.g., annual report, final report, thesis, etc.) and the period covered as part of the subtitle.

(3) Personal Author(s)' Name(s)

Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on the title page following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the document.

(4) Organization Identification

On the title page and cover, provide information of the type illustrated in Exhibits 1 through 4.

(5) Basis for Report Date(s)

- (a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date report completed, date reviews completed, date published, date distributed, etc.
- (b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability Information

All formal reports will be made available for sale by NRC and by the National Technical Information Service (NTIS). Exhibit 6 will be inserted on the inside of the front cover by the Division of Technical Information and Document Control.

4. Disclaimer

The following notice will be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.*

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished

* This preferred positioning of the abstract in the report need not be followed if the style manual of the originating organization requires a different location.

information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material provided in NUREG-0650, "Technical Writing Style Guide" published in November 1979 (see Appendix A, pp. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review. The result of such review shall be reported on NRC Form 426A in item 11 (Exhibit 5).

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC project manager shall consider the patent implications. If there is no need for patent review because of the certainty that the report contains no description of novel technical developments which may be of an inventive nature, NRC Form 426A may be completed with the statement "Not Applicable" or "N/A" in the space for the Patent Counsel's signature. If there is a possibility that there is disclosure of developments of an inventive nature, the contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the NRC project manager must work with the NRC Division of Security to establish the appropriate procedures and inform the contractor of such procedures through the contracting officer. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

PUBLICATION OF TECHNICAL REPORTS PREPARED BY
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UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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Part II

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Reproducible masters prepared in accordance with this appendix shall be transmitted to the Division of Technical Information and Document Control, accompanied by completed NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by the NRC project manager or a contractor official authorized by the project manager. Such authorization shall be reported in writing to TIDC.

The Division of Technical Information and Document Control will review the masters for adherence to the standards set forth in this chapter and appendix and will arrange for printing and distributing the report. Unsatisfactory masters will be reported to the NRC project manager for appropriate contractual action by the contracting officer or, in the case of government agency or interagency agreement work, the publications manager of the performing organization.

2. Reprinting

Requests for reprinting any report subsequent to the initial printing require approval of the Division of Technical Information and Document Control. Each request shall include a written justification and the project manager's approval for reprinting along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). The Division of Technical Information and Document Control will also arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

Distribution of sensitive unclassified and classified reports will be made by the NRC project manager on a case-by-case basis.

EXHIBIT 1

SAMPLE COVER FOR UNCLASSIFIED FORMAL CONTRACTOR-PREPARED
DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR PURSUANT TO
INTERAGENCY AGREEMENTS

NRC Report No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)

NUREG/CR-1676
NUSAC-556
Vol. 1

Title

Using Advanced Process Monitoring to Improve Material Control

Subtitle and Type of Report
(Annual, Topical, etc.)

Final Report
September 1979 - September 1980

Author(s)

Prepared by R. L. Hawkins, R. L. Lynch, R. F. Lumb

Contractor

MSBAC Incorporated

NRC

Prepared for
U.S. Nuclear Regulatory
Commission

EXHIBIT 2

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL CONTRACTOR-
PREPARED DOCUMENTS, EXCLUDING THOSE PREPARED UNDER OR
PURSUANT TO INTERAGENCY AGREEMENTS

NRC REPORT No.
Contractor Report No. (if any)
Vol., Part, Rev., etc. (if any)
Distribution Category No. (if any)

NUREG/CR-1676
NUSAC-566
Vol. 1

Title

Using Advanced Process Monitoring to Improve Material Control

Subtitle and Type of Report
(Annual, Topical, etc.)

Final Report
September 1979 - September 1980

Report Dates and Bases

Manuscript Completed: September 1980
Data Published: September 1980

Author(s), Editor(s),
Compiler(s), etc.

Prepared by:
R. L. Heston, R. L. Lynch, R. F. Lumb

Contractor Name
and Address

NUSAC, Incorporated
7500 James Branch Drive
McLean, VA 22102

NRC Sponsorship

Prepared for:
Division of Safeguards
Office of Nuclear Material Safety and Safeguards
U.S. Nuclear Regulatory Commission
Washington, D.C. 20545
NRC File 88437

NRC Contract No.

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

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EXHIBIT 3

**SAMPLE COVER FOR UNCLASSIFIED FORMAL REPORTS PREPARED
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS**

NRC Report No.
Contractor Report No.
Vol., Part, Rev., etc.

NUREG/CR-1952
SAND81-0151

Title

**LOCA-Simulation Thermal-Shock
Test of Sliding-Link Terminal
Blocks**

Type of Report
or Subtitle

Independent Verification Testing Program
Independent Verification Test-1

Author(s), Editor(s)

Prepared by L. L. Bonzon, W. M. Bucklew, F. V. Thome, J. A. Lewin, T. W. Gimore, S. N.
W. R. Rutherford, A. B. Bennett, NRC

Contractor

Sandia National Laboratories

Sponsorship

Prepared for
U. S. Nuclear Regulatory
Commission

EXHIBIT 4

SAMPLE TITLE PAGE FOR UNCLASSIFIED FORMAL REPORTS PREPARED
UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

NRC Report No.
Contractor's Report No.
Vol., Part, Rev., etc.
Distribution
Category

NUREG CR-1952
SAND81-0151
R4

Title

LOCA-Simulation Thermal-Shock
Test of Sliding-Link Terminal
Blocks

Subtitle

Independent Verification Testing Program
Independent Verification Test-1

Report Dates

Manuscript Completed: January 1981
Data Published: May 1981

Author(s), Editor(s)

Prepared by
L. L. Benson, W. H. Buckner, F. V. Thome, J. A. Lewis, T. W. Gumpert, S. H.
W. A. Rutherford, A. S. Bennett, NRC

Contractor's
Name and Address

Sandia National Laboratories
Albuquerque, NM 87185

NRC Sponsorship

Prepared for
Division of Resident and Regional Reactor Inspection
Office of Inspection and Enforcement
U. S. Nuclear Regulatory Commission
Washington, D. C. 20545
NRC File 83191

NRC File No.

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

NRC FORM 426A (2-78) NRC REG 3202		U.S. NUCLEAR REGULATORY COMMISSION		1. REPORT NUMBER OF THIS	2. DISTRIBUTION CATEGORY NO. OF THIS
PUBLICATIONS RELEASE FOR UNCLASSIFIED NRC CONTRACTOR AND CONSULTANT REPORTS (Please Type or Print)				3. REPORT APPROVED FOR RELEASE BY THE NRC BOARD OF GOVERNORS	
4. TITLE AND SUBTITLE (State in full as appears on distribution)					
5. AUTHOR(S) (If more than three, insert first author followed by and others)					
6. NAME OF CONTRACTOR		7. MAILING ADDRESS (Number and street, city, state and zip code)		8. TELEPHONE NO.	
9. DATE MANUSCRIPT COMPLETED		10. NRC PROGRAM SPONSOR TECHNICAL MONITOR		11. TELEPHONE NO.	
12. CONTRACT DATA					
a. CONTRACTOR I.D. NUMBER (On NRC-4000, contract number)					
b. IF CONTRACTOR IS AUTHORIZED TO PRINT, PLEASE PROVIDE THE FOLLOWING INFORMATION:					
Number of Copies Printed		Estimated Completion Date		Estimated Printing Cost	
13. TYPE OF DOCUMENT (Check appropriate box)					
a. TECHNICAL REPORT					
(1) FORMAL					
(2) INTERIM					
b. CONFERENCE PAPER					
(1) TITLE OF CONFERENCE PAPER					
(2) DATES OF CONFERENCE					
(3) LOCATION OF CONFERENCE					
c. OTHER (Indicate type of other type: Please specify document office guide etc.)					
14. SPECIAL DISTRIBUTION (Send or copies to the General Services Branch, Division of Technical Information and Document Control, June 5, 1978, for review and approval. Make changes and re-submit to the appropriate program office. If approved, send to the appropriate office for review and approval. Submit address for the report to the appropriate office. Copyright information on reverse of document should be added.)					
15. PATENT CLEARANCE (If applicable)			16. SUBMITTED BY		
Form 426A should be submitted with NRC Form 426A together with the report for review to the appropriate Patent Counsel.			a. NAME OF AUTHORIZED CONTRACTOR OFFICIAL OR NRC MONITOR (Type)		
b. PATENT CLEARANCE NOT REQUIRED			c. OFFICIAL'S ORGANIZATIONAL UNIT		
d. PATENT CLEARANCE GRANTED			e. DATE		
f. PATENT CLEARANCE DENIED			g. DATE		
h. PATENT COUNSEL'S SIGNATURE			i. SIGNATURE (Number and address, city, state, zip code)		

EXHIBIT 6
DISCLAIMER AND AVAILABILITY STATEMENTS
(BACK OF COVER)

NOTICE

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability of responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed in this report, or represents that its use by such third party would not infringe privately owned rights.

NOTICE

Availability of Reference Materials Cited in NRC Publications

Most documents cited in NRC publications will be available from one of the following sources:

1. The NRC Public Document Room, 1717 H Street, N.W.
Washington, DC 20545
2. The NRC/GPO Sales Program, U.S. Nuclear Regulatory Commission,
Washington, DC 20545
3. The National Technical Information Service, Springfield, VA 22161

Although the listing that follows represents the majority of documents cited in NRC publications, it is not intended to be exhaustive.

Referenced documents available for inspection and copying for a fee from the NRC Public Document Room include NRC correspondence and internal NRC memoranda; NRC Office of Inspection and Enforcement bulletins, circulars, information notices, inspection and investigation notices; Licensee Event Reports; vendor reports and correspondence; Commission papers, and applicant and licensee documents and correspondence.

The following documents in the NUREG series are available for purchase from the NRC/GPO Sales Program: formal NRC staff and contractor reports, NRC-sponsored conference proceedings, and NRC booklets and brochures. Also available are Regulatory Guides, NRC regulations in the Code of Federal Regulations, and Nuclear Regulatory Commission Issuances.

Documents available from the National Technical Information Service include NUREG series reports and technical reports prepared by other federal agencies and reports prepared by the Atomic Energy Commission, forrunner agency to the Nuclear Regulatory Commission.

Documents available from public and special technical libraries include all open literature items, such as books, journal and periodical articles, and transactions. Federal Register notices, federal and state legislation, and congressional reports can usually be obtained from these libraries.

Documents such as theses, dissertations, foreign reports and translations, and non-NRC conference proceedings are available for purchase from the organization sponsoring the publication cited.

Single copies of NRC draft reports are available free, to the extent of supply, upon written request to the Division of Technical Information and Document Control, U.S. Nuclear Regulatory Commission, Washington, DC 20545.

Copies of industry codes and standards used in a substantive manner in the NRC regulatory process are maintained at the NRC Library, 7830 Norfolk Avenue, Bethesda, Maryland, and are available there for reference use by the public. Codes and standards are usually copyrighted and may be purchased from the originating organization or, if they are American National Standards, from the American National Standards Institute, 1430 Broadway, New York, NY 10018.

GPO Printed copy price: _____

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UNDER OR PURSUANT TO INTERAGENCY AGREEMENTS

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EXHIBIT 7
NRC FORM 336 - BIBLIOGRAPHIC DATA SHEET

USE FORM 336 (Rev. 1-78) NRC-1102 APR. 1980 BIBLIOGRAPHIC DATA SHEET SEE INSTRUCTIONS ON THE REVERSE		1. REPORT NUMBER assigned by NRC and the DoE 2. LEAVE BLANK 3. DATE REPORT COMPLETED MONTH YEAR 4. DATE REPORT ISSUED MONTH YEAR	
5. AUTHOR(S) 6. PERFORMING ORGANIZATION NAME AND MAILING ADDRESS (Include P.O. Box)		7. PROJECT/TASK AREA AND UNIT NUMBER 8. TITLE/REPORT NUMBER	
9. SPONSORING/AGENCY NAME AND MAILING ADDRESS (Include P.O. Box)		10. TYPE OF REPORT 11. NUMBER OF PAGES	
12. SUPPLEMENTARY NOTES			
13. ABSTRACT (200 words or less)			
14. DOCUMENT ANALYSIS - SEE PHOTODUPLICATIONS 15. IDENTIFY UNRESOLVED TERMS		16. AVAILABILITY STATEMENTS 17. SECURITY CLASSIFICATION 18. NUMBER OF PAGES 19. PRICE	

EXHIBIT 7 (Continued)
BACK OF NRC FORM 335

DO NOT PRINT THESE INSTRUCTIONS AS A PAGE IN THE NUREG REPORT

INSTRUCTIONS

NRC FORM 335, BIBLIOGRAPHIC DATA SHEET, IS BASED ON GUIDELINES FOR FORMAT AND PRODUCTION OF SCIENTIFIC AND TECHNICAL REPORTS, ANSI Z39.18-1974 AVAILABLE FROM AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY, NEW YORK, NY 10018. EACH SEPARATELY BOUND REPORT—FOR EXAMPLE, EACH VOLUME IN A MULTIVOLUME SET—SHALL HAVE ITS UNIQUE BIBLIOGRAPHIC DATA SHEET.

1. **REPORT NUMBER.** Each individually bound report shall carry a unique alphanumeric designation (NUREG) assigned by the Division of Technical Information and Document Control, ADM, in accordance with American National Standard ANSI Z39.23-1974, Technical Report Number (STRN). Use uppercase letters, Arabic numerals, dashes, and hyphens only, as in the following examples: NUREG-0100, NUREG/CP-0010, NUREG/OR-0100, and NUREG/BR-0010. For reports in a series add Vol., Subs., Revision, and Appendix, when necessary. Add contractor cross-reference identification number (if any) below NUREG number, e.g., PNL XXXX SANDXX XXXX, SAI-XXXX.
2. **TITLE AND SUBTITLE.** Title should indicate clearly and briefly the subject (coverage) of the report, including any subtitle to the main title. When a report is prepared in more than one volume, repeat the primary title, add volume number and include subtitle for the specific volume. Use upper and lower case letters, but capitalize computer code names. Do not use acronyms and initials in titles; may be added in parenthesis.
3. **LEAVE BLANK.**
4. **DATE REPORT COMPLETED.** Each report shall carry a date indicating month and year project/task completed.
5. **AUTHOR(S).** Give name(s) in conventional order (e.g., John R. Doe / Robert Doe). List author's affiliation if it is different from the performing organization.
6. **DATE REPORT ISSUED.** Each report shall carry a date indicating month and year published.
7. **PERFORMING ORGANIZATION NAME AND MAILING ADDRESS.** Give name, street, city, state, and ZIP code. List no more than two levels of an organizational hierarchy. Display the name of the organization exactly as follows: Division, Office, Organization or Government agency, and address.
8. **PROJECT/TASK/WORK UNIT NUMBER.** Use the project, task and work unit numbers under which the report was prepared (if any).
9. **FIN OR GRANT NUMBER.** Insert the FIN or grant number under which report was prepared.
10. **SPONSORING ORGANIZATION.** List NRC Division Office, U.S. Nuclear Regulatory Commission, Washington, DC 20555.
11. **a. TYPE OF REPORT.** State draft, final, preliminary, topical, technical, regulatory, quarterly, etc., and, if applicable, inclusive dates.
b. PERIOD COVERED.
12. **SUPPLEMENTARY NOTES.** Enter information not included elsewhere but useful, such as: Prepared in cooperation with _____ Presented at conference of _____ To be published _____ Docket No. _____ When a report is revised, indicate whether the new report supersedes or supplements the older report.
13. **ABSTRACT.** Include a brief (200 words or less) factual summary of the most significant information contained in the report. If the report contains a significant bibliography or literature survey or multiple volumes mention it here. Abstract is to be prepared by author or project manager.
14. **DOCUMENT ANALYSIS**
 - a. **KEY WORDS/DESCRIPTORS.** Select from the Energy Data Base Subject Thesaurus, DOE/TIC 700R R 5, the proper authorized terms that identify the major concept of the research and are sufficiently specific and precise to be used as index entries for cataloging.
 - b. **IDENTIFIERS AND OPEN-ENDED TERMS.** Use identifiers for project names, code names, equipment designators, etc. Use open-ended (keywords) terms written in descriptor form (14a) for those subjects for which no descriptor exists in the thesaurus.
15. **AVAILABILITY STATEMENT.** Denote public releasability, for example "unlimited", or limitation for reasons other than security.
16. **SECURITY CLASSIFICATION.** Enter U.S. Security Classification in accordance with U.S. Security Regulations (i.e., unclassified).
17. **NUMBER OF PAGES.** Leave blank. (Added by NTIS)
18. **PRICE.** Leave blank. (Added by NTIS)

PART III

UNCLASSIFIED TECHNICAL LETTER REPORTS

A. FORMAT

1. Applicability

- a. The requirements of this part apply to unclassified contractor technical letter reports. (See Part I.A for definition.)
- b. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels, and advisory committees which report directly to the Commission.

2. Requirements

Technical letter reports are prepared, duplicated and distributed in accordance with the requirements of the Statement of Work in the contract or in the Standard Order for DOE Work. Each such report must be identified with the financial number (FIN) assigned to the project. The number of copies to be prepared and the distribution of those copies will be specified by the project manager. If unclassified and non-sensitive, the NRC project manager is responsible for making such reports available in the NRC Public Document Room (PDR) by sending them to the PDR through the NRC Document Control System.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC. If the work being reported is contractually managed through another government agency (e.g., DOE laboratories), that government agency should be requested by the contractor to perform the patent review.

If NRC directly administers the contract or the contractor is unable to obtain a patent clearance from the government agency administering the contract, the responsible NRC contracting officer shall be consulted, and the responsible NRC project manager shall consider the patent implications.

If there is a possibility that there is disclosure of developments of an inventive nature, the NRC contracting officer shall request assistance from the NRC Patent Counsel, Office of the Executive Legal Director.

2. Security Review

In most cases, contractor technical letter reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the project manager must work with the Division of Security to establish the appropriate security procedures and inform the contractor of such procedures. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

PART IV

UNCLASSIFIED FORMAL REPORTS TO BE PRINTED FOR THE NRC OFFICE OF NUCLEAR REGULATORY RESEARCH BY DOE LABORATORIES WITH JCP-AUTHORIZED FEDERAL PRINTING PLANTS

A. DOCUMENTATION

1. Applicability

- a. The requirements of this part apply to NRC staff who are responsible for agreements with DOE Laboratories and their contractors who print regulatory and technical reports required by NRC. (See also Chapter NRC-1102).
- b. With respect to sensitive unclassified and classified reports the requirements set forth in Part V of this appendix shall be used in conjunction with NRC Appendix 2101.
- c. The requirements of this part do not apply to consultants and contractors to the NRC boards, panels and advisory committees which report directly to the Commission.

2. Front Cover and Title Page

- a. Separate covers (of different paper than that of the text) and title page are required.*
- b. Items such as those shown in Exhibits 3 and 4 and discussed below shall appear on the front cover and title page, as appropriate.** While layouts and typefaces need not be exactly the same as in Exhibits 3 and 4, the items shall appear in approximately the locations indicated and with the same relative prominence.

(1) NRC Report Number

Each report shall be identified by an NRC-controlled alpha-numeric designation as the prime designation unique to that document. The centralized report control system for unique identification is maintained by the Division of Technical Information and Document Control. Numbers may

*The cover stock of the performing organization may be used; however it must include the data elements shown in Exhibit 3.

**These requirements meet the specifications of American National Standard ANSI Z39.18-1974, "Guidelines for Format and Production of Scientific and Technical Reports," and ANSI Z39.23-1974, "Technical Report Numbers."

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

be obtained by calling the Division of Technical Information and Document Control or by submitting a copy of NRC Form 426A (Exhibit 5) with a request for a number.

The NRC identification number will have the form:

NUREG/CR-XXXX or NUREG/CP-XXXX

The contractor's report number, if any, will be inserted below the NUREG number on the title page and cover, as shown in Exhibits 3 and 4, if desired by the contractor.

When a report consists of more than one volume or binding or is issued in more than one edition, an appropriate volume, supplement, part, or revision designation shall appear immediately below the report number(s). NRC report numbers on covers and title pages shall be shown entirely on one line to facilitate computer processing.

(2) Title and Subtitle

- (a) Use a brief title, which indicates clearly the subject matter covered in the report.
- (b) When a report is prepared in more than one volume, repeat the primary title on each volume.
- (c) If appropriate, show the type of report (e.g., annual report, final report, etc.) and the period covered as part of the subtitle.

(3) Personal Author(s)' Name(s)

- (a) Authors' names should be given on the title page and cover unless this is impractical, as in the case of annual reports which have many contributors. If authors' contributions are as editors, compilers, etc., so indicate on title page and cover following the names. In addition, list affiliation of each author only if affiliated with an organization other than the organization generating the report.
- (b) Authors may be identified on backstrips (spines) of bound volumes.

(4) Organization Identification

- (a) On the cover, provide the name of the contractor responsible for preparing the report, followed by "Prepared for the U.S. Nuclear Regulatory Commission."

- (b) On the title page, provide information of the type illustrated in Exhibit 4.

(5) Basis for Report Dates(s)

- (a) The basis for dating may be shown along with the date on the title page. Various bases for dating are possible; e.g., date report completed, date reviews completed, date published, date distributed, etc.
- (b) More than one date, with the basis for each, may be shown where this is necessary.

3. Availability and Price Information

All formal reports will be made available for sale by NRC and NTIS. The statement shown in Exhibit 6 is required on the inside of the front cover.

4. Disclaimer

The following notice shall be added during the printing step on the inside front cover (Exhibit 6): "This report was prepared as an account of work sponsored by the United States Government. Neither the United States Government nor any agency thereof, or any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any information, apparatus, product or process disclosed, or represents that its use by such third party would not infringe privately owned rights." The following additional statement, "The views expressed in this report are not necessarily those of the U.S. Nuclear Regulatory Commission" will be printed below the standard disclaimer, if appropriate. Other qualifying statements may be added, if needed (see Part I.C., Requirements for Draft Reports).

5. Previous Reports in Series

If the report being prepared is one in an ongoing series, list all previous reports in the series. Include report numbers and issuance dates. Place this list on the back of the title page.

6. Abstract

An abstract of 200 words or less shall be prepared for each formal report. Within the report, the abstract shall appear on a separate page between the list of previous documents in the series and the contents page.*

* This preferred positioning of the abstract in the document need not be followed if the style manual of the originating organization requires a different location.

7. References and Bibliographies

Reports or other documents referenced in text, reference sections, bibliographies, and appendixes of unclassified regulatory and technical reports in the NUREG series must be available to the public either in the public domain (as in a public library, at the Government Printing Office, at the National Technical Information Service, or at other reference or sales outlets) or in the NRC Public Document Room. This means that references should not be made to personal communications and interviews, unpublished information and information with restricted distribution (e.g., proprietary, national security, official use only, etc.). If the unretrievable information is important and unrestricted, it can be quoted in the text, in footnotes, or in appendixes. If credit is due to individuals, they can be mentioned in the text or in an acknowledgement section. Availability may be stated collectively for all entries (see Exhibit 6).

Guidelines for developing and presenting reference material are provided in NUREG-0650, "Technical Writing Style Guide," published in November 1979 (see Appendix A, pp. 19-23, for specific guidance) and Supplement 1 dated February 1982.

8. Bibliographic Data Sheet

NRC Form 335 (Exhibit 7) shall be prepared and included in the camera-ready copy as the final right-hand page.

B. PATENT AND SECURITY REVIEWS

1. Patent Review

Patent implications shall be considered prior to approval of reports for public release so that disclosure will not adversely affect the patent rights of NRC or the contractor. The DOE Operations Office responsible for the contractor should perform the patent review. The results of such review shall be reported by the contractor on NRC Form 426A in item 11 (Exhibit 5).

2. Security Review

In most cases, reports will be unclassified. Should a report of sensitive unclassified or classified work be required, however, the NRC project manager must work with the Division of Security to establish the appropriate classification procedures and inform the contractor. The standards for marking and handling such reports are given in Part V of this appendix and NRC Appendix 2101.

C. PROCEDURES FOR PRINTING AND DISTRIBUTING

1. Printing

Contractor reports may be printed only by a JCP-authorized printing plant and then only if prepared for the NRC Office of Nuclear Regulatory Research. Reports printed by the contractor and one reproducible master shall be submitted to the Division of Technical Information and Document Control, with completed NRC Form 426A. The number of copies specified by the Statement of Work for standard and incidental distribution shall be provided. The appropriate identifying number (NUREG/CR-__) may be obtained as discussed in Section A.2.b.(1).

2. Reprinting

Requests for reprinting of any report at NRC expense subsequent to the initial printing requires approval of the Division of Technical Information and Document Control. The request shall include a written justification and the project managers approval for the reprinting, along with address labels for the recipients.

3. Distribution of Reports

All copies of unclassified formal contractor reports will be distributed by the Division of Technical Information and Document Control in accordance with instructions on NRC Form 426A (Exhibit 5). NRC Form 426A must be signed by a contractor official authorized by the project manager. Such authorization shall be reported in writing to the Division of Technical Information and Document Control.

If any distribution is to be made other than, or in addition to, the standard distribution established for the report, written justification and the project manager's approval for printing additional copies shall accompany the reproducible masters when submitted to the Division of Technical Information and Document Control. Address labels for the additional distribution must be supplied.

The Division of Technical Information and Document Control will arrange automatic distribution of these reports to the NRC Document Control System, the NRC Public Document Room, the National Technical Information Service (NTIS), the Government Printing Office and the Depository Library Service.

Distribution of sensitive (unclassified) and classified reports will be made by the NRC project manager on a case-by-case basis.

PART V

REPORTS CONTAINING SENSITIVE UNCLASSIFIED AND CLASSIFIED INFORMATION

A. APPLICABILITY

These procedures and exhibits of this part apply to sensitive unclassified and classified reports prepared by NRC contractors. These reports include those designated:

Official Use Only
Limited Official Use
Proprietary Information
Safeguards Information
Confidential
Secret
Top Secret

Only sufficient information is presented here to aid in the preparation of the properly marked covers, title pages, back covers, and text pages. Details of the NRC Security Program and specific provisions for determining when to use the markings exhibited are contained in NRC Appendix 2101.

The reports covered are defined as sensitive unclassified or classified. Sensitive unclassified information refers to information designated Official Use Only, Limited Official Use, and Proprietary Information. Sensitive unclassified information also includes Safeguards Information that must be protected from unauthorized disclosure pursuant to 10 CFR 73.21 and Section 147 of the Atomic Energy Act of 1954, as amended, information withheld from public dissemination under the Freedom of Information Act or Privacy Act, and information not to be exported to or disclosed to foreign countries.

Classified information as used in this part includes Restricted Data, Formerly Restricted Data or National Security Information that requires protection in one of the three classification categories described in Executive Order 12356: Top Secret, Secret or Confidential.

The uses of each of the sensitive unclassified and classified categories and the markings required on reports are discussed and exhibited in the following sections. All sensitive unclassified and classified reports are to be sent directly to the project manager.

B. OFFICIAL USE ONLY AND LIMITED OFFICIAL USE INFORMATION.

NRC regulations require an Official Use Only marking to be placed on a report only when the originator or other holder believes the marking is

essential to ensure proper handling. Reports designated Official Use Only will contain only unclassified information originated by or furnished to an NRC contractor which is to be withheld from public disclosure. The report on which the marking appears must be reviewed at the time a request for release is received to determine its releasability. The Official Use Only marking is notice of the originator's determination of the applicability of an exemption under the Freedom of Information Act or Privacy Act or both at the time of origination.

Official Use Only NRC contractor reports shall be marked as shown in Exhibits 8 through 10.

Limited Official Use information is information originated by the U.S. Department of State. A report originated by an NRC contractor that contains Limited Official Use information shall be marked as shown in Exhibits 11 through 13.

Procedures for reproducing, transmitting, protecting, and handling reports containing Official Use Only and Limited Official Use information and removing such reports from those categories are detailed in NRC Appendix 2101.

C. PROPRIETARY INFORMATION

Proprietary information is a specific type of Official Use Only information. Proprietary information includes:

1. trade secrets.
2. privileged or confidential research, development, commercial or financial information exempt from mandatory disclosure under 10 CFR Part 2, "Rules of Practice for Domestic Licensing Proceedings," Sections 2.740 and 2.790 and under 10 CFR Part 9, "Public Records," Section 9.5, "Exemptions."
3. information submitted in confidence to NRC by a foreign source, which has been determined by NRC to be unclassified.

Unclassified NRC contractor reports containing proprietary information shall be marked as shown in Exhibits 14 through 18. In each instance, the optional wording that describes the material being presented should be selected.

If a report contains both Official Use Only information and proprietary information, the front cover shall be marked as proprietary information and may also be marked as Official Use Only information, if necessary. Pages in the report that contain proprietary information may be marked accordingly, including, marginal or other indicators of the specific wording that is proprietary. Similarly, the pages that contain Official Use Only information without proprietary information may be marked Official Use Only.

Procedures for reproducing, transmitting, protecting and handling proprietary information reports and removing them from the proprietary information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 19) is to be placed on each hard copy of a report containing proprietary information.

D. SAFEGUARDS INFORMATION

Safeguards information may be of three types: (1) classified information, which is marked and handled as indicated in Section E, (2) unclassified information restricted under Section 147 of the Atomic Energy Act, which is marked and handled as described in this Section, and (3) unclassified information, which is publicly available and handled as indicated in Parts I through IV.

The safeguards information that is to be protected as described here is unclassified information used in a report which specifically identifies certain licensee's or applicant's detailed:

1. security measures for the physical protection of special nuclear material
2. security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities.

Unclassified NRC contractor reports containing safeguards information that is to be protected shall be marked as shown in Exhibits 20 through 22.

Procedures for reproducing, transmitting, protecting, and handling safeguards information reports and removing them from the safeguards information category are detailed in NRC Appendix 2101. A cover sheet (Exhibit 23) is to be placed on each hard copy of a report containing safeguards information.

E. CLASSIFIED INFORMATION

Classified information is limited to Restricted Data, Formerly Restricted Data and National Security Information. The procedures for making classification determinations and for marking, reproducing, transmitting, protecting, and handling reports containing classified information and removing such reports from classified categories are detailed in NRC Appendix 2101. These procedures are too complex for summarizing here.

Classification determinations regarding NRC information may be made solely by authorized classifiers designated by NRC or DOE. Authorized classifiers are responsible for insuring that reports they determine to be classified are marked and protected in accordance with the provisions of NRC Appendix 2101.

It is important to note that information may not be classified in order to prevent or delay the release of information that does not require protection in the interest of national security. Basic scientific research information not clearly related to national security may not be classified.

EXHIBIT 8
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY	
NUREG/CR-XXXX (S)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor Prepared for U.S. Nuclear Regulatory Commission	
WITHHOLD FROM PUBLIC DISCLOSURE	
OFFICIAL USE ONLY	

EXHIBIT 9
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY	
NUREG/CR-XXXX (S)	
Title	
Subtitle and Type of Report	
Manuscript Completed (date)	
Data Published (month, year)	
Author(s): Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U. S. Nuclear Regulatory Commission	
Washington, D. C. 20555	
NRC File No.	
OFFICIAL USE ONLY	

EXHIBIT 10
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
OFFICIAL USE ONLY INFORMATION

OFFICIAL USE ONLY

OFFICIAL USE ONLY

EXHIBIT 11
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE	
NUREG/CR-XXXX (S)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor Prepared for U. S. Nuclear Regulatory Commission	
WITHHOLD FROM PUBLIC DISCLOSURE	
LIMITED OFFICIAL USE	

EXHIBIT 12
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
LIMITED OFFICIAL USE INFORMATION

LIMITED OFFICIAL USE	
NUREG/CR-XXXX (S)	
Title	
Subtitle and Type of Report	
Manuscript Completed (date)	
Date Published (month, year)	
Author(s), Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U.S. Nuclear Regulatory Commission	
Washington, D.C. 20546	
NRC File No.	
LIMITED OFFICIAL USE	

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

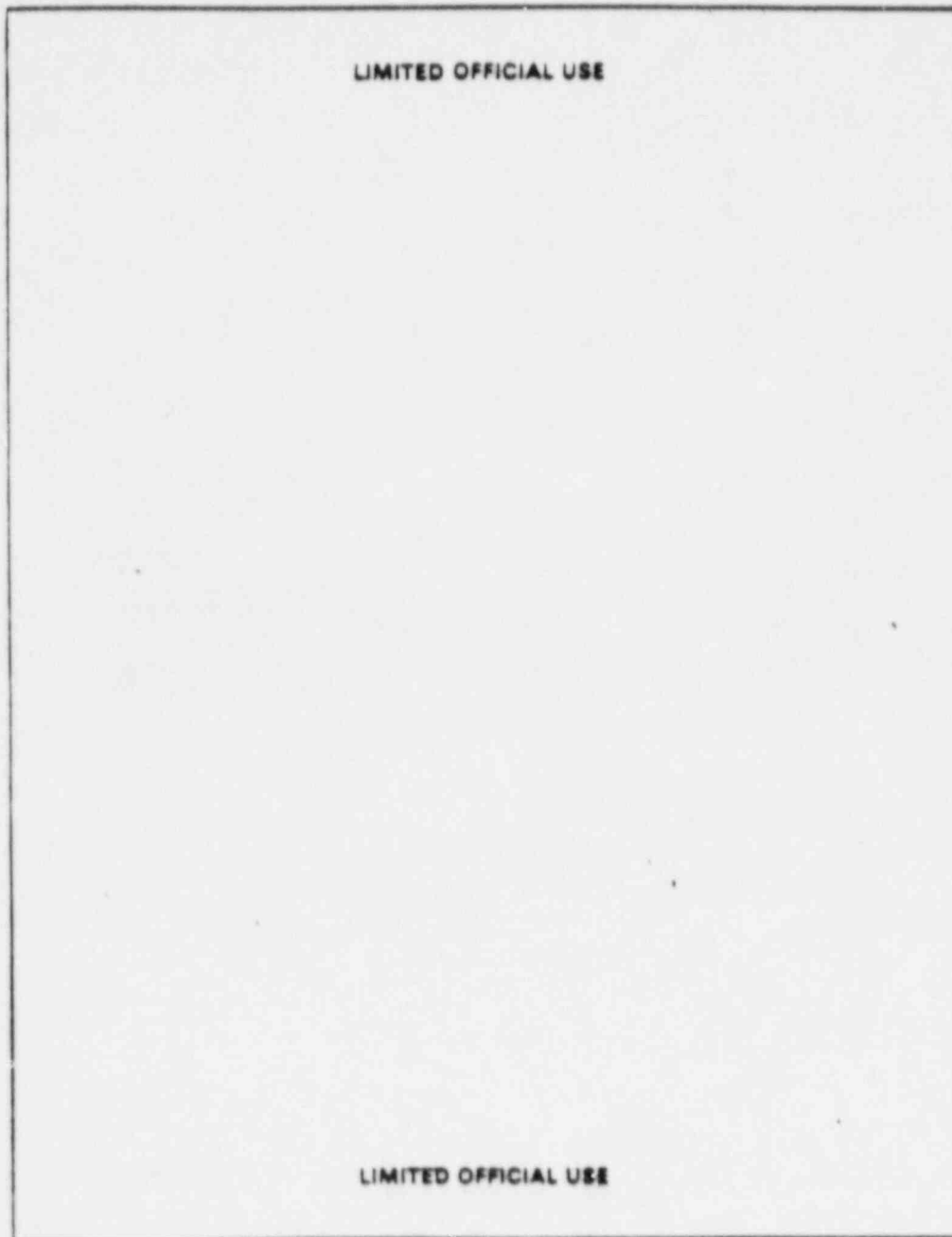


EXHIBIT 14
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

PROPRIETARY INFORMATION	
NUREG/CR-XXXX (P)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor Prepared for U. S. Nuclear Regulatory Commission	
TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL; COMMERCIAL OR FINANCIAL INFORMATION	
This document contains information submitted to NRC by	
Name of Company and Name of Submitter:	
which has been determined (which is deemed) to be proprietary in accordance with (10CFR 2.760 (b)) (10CFR 2.61) (10CFR Part 21) and is exempt from mandatory public disclosure pur- suant to 10CFR Part 2	
WITHHELD FROM PUBLIC DISCLOSURE	
Signature Title and Office (Date)	
PROPRIETARY INFORMATION	

EXHIBIT 15
SAMPLE COVER PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE

PROPRIETARY INFORMATION	
NUREG/CR XXXX (P)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor Prepared for U. S. Nuclear Regulatory Commission	
FOREIGN INFORMATION	
The document contains information submitted to NRC by	
Name of Company and Name of Submitter	
which is described in 10CFR 2.790 (b)(3) and is exempt from mandatory public disclosure pursuant to 10CFR Part 8	
WITHHOLD FROM PUBLIC DISCLOSURE	
Signature Title and Office (Date)	
PROPRIETARY INFORMATION	

EXHIBIT 18
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A U.S. ORGANIZATION

PROPRIETARY INFORMATION	
NUREG/CH-XXXX (P)	
Title	
Subtitle and Type of Report	
Manuscript Completed (date)	
Date Published (month, year)	
Author(s), Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U.S. Nuclear Regulatory Commission	
Washington, D.C. 20556	
NRC File No.	
TRADE SECRET OR PRIVILEGED OR CONFIDENTIAL COMMERCIAL OR FINANCIAL INFORMATION	
This document contains information submitted to NRC by	
Name of Company and Name of Submitter	
which has been determined (which is claimed) to be proprietary in accordance with (10CFR 2.790 (b)) (10CFR 2.5) (10CFR Part 21) and is exempt from mandatory public disclosure pur- suant to 10CFR Part 9	
WITHHOLD FROM PUBLIC DISCLOSURE	
Signature, Title and Office (date)	
PROPRIETARY INFORMATION	

EXHIBIT 17
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION OBTAINED FROM A FOREIGN SOURCE

PROPRIETARY INFORMATION	
NUREG/CR-XXXX (P)	
Title	
Subtitle and Type of Report	
Manuscript Completed (date) Data Published (month, year)	
Author(s): Editor(s)	
Manuscript Completed (date) Data Published (month, year)	
Author(s): Editor(s) Contractor name and address	
Prepared for Division Office U. S. Nuclear Regulatory Commission Washington, D. C. 20548 NRC File No.	
FOREIGN INFORMATION	
This document contains information submitted to NRC by	
Name of Company and Name of Submitter	
which is described in 10CFR 2.790 (d)(2) and is exempt from mandatory public disclosure pursuant to 10CFR Part 8	
WITHHOLD FROM PUBLIC DISCLOSURE	
Signature Title and Office (date)	
PROPRIETARY INFORMATION	

**EXHIBIT 18
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
PROPRIETARY INFORMATION**

PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

EXHIBIT 19
COVER SHEET FOR REPORT CONTAINING PROPRIETARY INFORMATION

PROPRIETARY INFORMATION

NOTICE

THE ATTACHED DOCUMENT CONTAINS "PROPRIETARY INFORMATION" AND SHOULD BE HANDLED AS NRC "OFFICIAL USE ONLY" INFORMATION. IT SHOULD NOT BE DISCUSSED OR MADE AVAILABLE TO ANY PERSON NOT REQUIRING SUCH INFORMATION IN THE CONDUCT OF OFFICIAL BUSINESS AND SHOULD BE STORED, TRANSFERRED, AND DISPOSED OF BY EACH RECIPIENT IN A MANNER WHICH WILL ASSURE THAT ITS CONTENTS ARE NOT MADE AVAILABLE TO UNAUTHORIZED PERSONS.

COPY. _____
DOCKET NO. _____
CONTROL. _____
REPORT. _____
REC'D W/LTR DTD. _____

PROPRIETARY INFORMATION

Approved: December 10, 1980

Approved: August 29, 1984

EXHIBIT 20
SAMPLE COVER FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION	
NUREG/CR-XXXX (SG)	
Title	
Subtitle and Type of Report	
Author(s), Editor(s) Contractor	
Prepared for U.S. Nuclear Regulatory Commission	
The determination that this document contains safeguards information was made by	
_____ (Name) (Title) (Organization) (Date)	
Violation of protection requirements of 10CFR 75.21 subject to civil or criminal penalties	
SAFEGUARDS INFORMATION	

EXHIBIT 21
SAMPLE TITLE PAGE FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION	
NUREG/CR-XXXX (SG)	
Title	
Subtitle and Type of Report	
Manuscript Completed: Month, Year	
Date Published: Month, Year	
Author(s): Editor(s)	
Contractor name and address	
Prepared for	
Division	
Office	
U.S. Nuclear Regulatory Commission	
Washington, D.C. 20545	
NRC File No.	
SAFEGUARDS INFORMATION	

EXHIBIT 22
SAMPLE BACK COVER FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

EXHIBIT 23
COVER SHEET FOR A CONTRACTOR REPORT CONTAINING
UNCLASSIFIED SAFEGUARDS INFORMATION

SAFEGUARDS INFORMATION

THIS DOCUMENT CONTAINS INFORMATION WHICH MUST BE PROTECTED FROM UNAUTHORIZED DISCLOSURE. 10 CFR 73.21 AND SECTION 147, ATOMIC ENERGY ACT OF 1954 APPLY. VIOLATIONS ARE SUBJECT TO CIVIL OR CRIMINAL PENALTIES.

THIS DOCUMENT IS NOT TO BE LEFT UNATTENDED OR ACCESSIBLE TO UNAUTHORIZED PERSONS. WHEN NOT IN USE, IT MUST BE STORED IN A LOCKED SECURITY STORAGE CONTAINER.

IT IS YOUR RESPONSIBILITY TO PROTECT THE INFORMATION CONTAINED IN THIS DOCUMENT FROM COMPROMISE, THEFT OR UNAUTHORIZED DISCLOSURE.

SAFEGUARDS INFORMATION

PART VI

HANDLING OF UNCLASSIFIED INFORMATION ON NRC COOPERATIVE PROGRAMS WITH FOREIGN GOVERNMENTS AND ORGANIZATIONS AND WITH U.S. INDUSTRY

The Nuclear Regulatory Commission has requested that its Program Offices establish, to the extent feasible, cooperative nuclear safety research programs that involve either or both U.S. industry and foreign governments and organizations. Such involvement includes monetary contributions, information exchange, and comments on program plans and results. This is authorized in 42 U.S.C. 5801. To this end, international and U.S. industry agreements have been signed that provide for transmitting unclassified information from NRC to participants. These procedures apply only to NRC-managed work not programatically funded by DOE.

The interests of all NRC cooperative nuclear safety research program participants are served best by early, rapid dissemination for comment of information on these programs developed for NRC by NRC contractors. This can be accomplished by distribution of "Draft Preliminary Reports (or Codes)" for comment for a specified period of time, followed by issue as formal NUREG/CR reports, with the concurrence of the participants. Specific procedures for accomplishing these goals and for transmitting information prepared by the NRC and DOE facilities and contractors and their subcontractors working on these programs are presented in the following sections. The procedures detailed here have been agreed to by DOE and have been provided to the responsible DOE Operations Officers and NRC Program and Project Managers as guidance.

A. PREPARATION OF DRAFT PRELIMINARY REPORTS FOR COMMENT

The first issuance of information by a contractor shall be designated "Draft Preliminary Report (or Code)," and shall include the cover sheet shown in Exhibit 24.

The following notice is to be printed on the bottom of the cover sheet (Exhibit 24):

NOTICE

THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not have received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

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

This notice has been agreed to by the legal staffs of both NRC and DOE and is not to be added to or changed. Any problem in this regard shall be brought to the attention of the NRC project manager, who will consult with the NRC legal staff.

The "Draft Preliminary Report (or Code)" shall be submitted by first class or express mail by the contractor to the NRC project manager, with the letter shown in Exhibit 25, in the number of copies specified by the project manager (in most instances this will be fewer than 20 copies). The contractor (DOE facility, contractor or subcontractor or other contractor) may retain copies only for internal use. DOE facilities and contractors and their subcontractors shall not distribute copies of this draft report to DOE/TIDC. Draft reports may be distributed to interested DOE program offices. Subsequent issues of the information shall also be designated "Draft Preliminary Report (or Code)" until the NRC project manager authorizes preparation of a NUREG/CR report.

"Draft Preliminary Reports (or Codes)" shall not be identified as NUREG/CR reports or carry any contractor report number or NRC distribution codes.

B. DISTRIBUTION BY NRC PROJECT MANAGERS

The NRC project manager will distribute the copies received only to (1) the participants in the program, (2) the NRC staff with a need-to-know, and (3) others authorized by the program or project manager. Transmittal to participants shall be by first class or express mail, including air mail to foreign participants. If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service." Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC-0255-058 and NRC Appendix 0255, Part V, Annex A)

C. COMMENT PERIOD AND ISSUANCE OF NUREG/CR REPORT

A minimum of six months will be allowed for comments and resolution of comments. At the end of the comment period, the NRC project manager shall, with the concurrence of the participants, authorize the contractor to issue the information as a NUREG/CR report in accordance with the provisions of this Chapter.

D. REPORT IDENTIFIERS

The "Draft Preliminary Reports (or Codes)" will be uniquely identified only by the Financial Identification Number (FIN) assigned by NRC and

the appropriate periodic notation, if any, included in the title (Exhibit 24). They shall not be given standard report nomenclature until the NRC project manager authorizes publication as a NUREG/CR report. At that time, the contractor may add its own designation below the NUREG/CR number, as shown in Exhibits 3 and 4.

E. MAILING TO PROGRAM PARTICIPANTS

The physical transmission of reports from NRC to program participants shall be handled by the Document Management Branch (DMB), Division of Technical Information and Document Control (TIDC), based on address labels of participants supplied by the project manager. The transmittal sheet shown in Exhibit 26 shall be used to transmit the documents and the labels to DMB.

F. SECURITY

If information included in the report or code has been determined to be sensitive unclassified or classified information (see statement of work) the procedures of Part V also apply. The report (or code) may not be classified solely for the purpose of limiting distribution to the participants.

EXHIBIT 24
SAMPLE COVER FOR A DRAFT PRELIMINARY REPORT (CODE)
FOR COMMENT

DRAFT PRELIMINARY REPORT (CODE) FOR COMMENT

FIN NO. _____

Title of Program

Subtitle for This Report, Including
Appropriate Periodic Notation, If Any
(e.g., First Quarter, Issue No. 1)

Prepared by (Name of DOE Facility, Contractor and/or
Subcontractors, if any)

for

U.S. Nuclear Regulatory Commission

NOTICE

THIS DRAFT PRELIMINARY REPORT IS ISSUED ONLY TO
PARTICIPANTS IN THE DESIGNATED COOPERATIVE PROGRAM

This report was prepared in contemplation of Commission action. It has not received patent review and may contain information received in confidence. Therefore, the contents of this report should neither be disclosed to others nor reproduced, wholly or partially, unless written permission to do so has been obtained from the appropriate USNRC office. The recipient is requested to take the necessary action to ensure the protection of this report.

EXHIBIT 25
**TRANSMITTAL LETTER FROM CONTRACTOR TO NRC PROJECT
MANAGER FOR DRAFT PRELIMINARY REPORT**

TO: NRC Project Manager

SUBJECT: DRAFT PRELIMINARY REPORT (CODE) ON
(PROGRAM TITLE) FOR COMMENT

The enclosed "Draft Preliminary Report (Code)" is being submitted for comment. It is our understanding that the comment period shall extend six months from the date of mailing of the draft to the participants. Upon resolution of the comments after that period and with concurrence of the cooperative program participants, the NRC Program Manager will authorize publication of this report in the NUREG/CR series under the provisions of NRC Manual Chapter 1102 or 3202.

DOE Facility or Contractor Representative

EXHIBIT 26

TRANSMITTAL SHEET FOR REQUESTING
MAILING TO COOPERATIVE PROGRAM
PARTICIPANTS

Recipients: Addresses on attached labels

Method of Mailing:

☐ First Class Postal Service to U. S. addresses

☐ Express mail to U. S. addresses*

☐ Air mail to foreign addresses*

☐ Surface mail to foreign addresses
(may require up to three (3) months)

THIS MAILING CONTAINS NO PROPRIETARY INFORMATION OR OTHER
SENSITIVE UNCLASSIFIED INFORMATION

Special Instructions:

Individual Requesting Mailing:

Project Manager or High Authority

Enclosures:

1. Address labels
2. Documents to be mailed

*If premium cost mail services are to be used, a Division Director or comparable or higher authority must certify to the need on NRC Form 420, "Request for Premium Cost Mail Service," Premium cost mail is:

1. Express Mail, Priority Mail (First Class weighing more than 12 ounces)
2. International Express Mail (Air Mail weighing more than 10 ounces)

(See Chapter NRC 0255-058 and NRC Appendix 0255, Part V, Annex A)

ATTACHMENT 4

STANDARD FORM 1411 WITH INSTRUCTIONS

1. SF 1411 provides a vehicle for the offeror to submit to the Government a pricing proposal of estimated and/or incurred costs by contract line item with supporting information, adequately cross-referenced, suitable for detailed analysis. A cost-element breakdown, using the applicable format prescribed in 7A, B, or C below, shall be attached for each proposed line item and must reflect any specific requirements established by the Contracting Officer. Supporting breakdowns must be furnished for each cost element, consistent with offeror's cost accounting system.

When more than one contract line item is proposed, summary total amounts covering all line items must be furnished for each cost element. If agreement has been reached with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature. Depending on offeror's system, breakdowns shall be provided for the following basic elements of cost, as applicable:

Materials - Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

Subcontracted Items - Include parts, components, assemblies, and services that are to be produced or performed by others in accordance with offeror's design, specifications, or direction and that are applicable only to the prime contract. For each subcontract over \$500,000, the support should provide a listing by source, item quantity, price, type of subcontract, degree of competition, and basis for establishing source and reasonableness of price, as well as the results of review and evaluation of subcontract proposals when required by FAR 15.806.

Standard Commercial Items - Consists of items that offeror normally fabricates, in whole or in part, and that are generally stocked in inventory. Provide an appropriate explanation of the basis for pricing. If price is based on cost, provide a cost breakdown; if priced at other than cost, provide justification for exemption from submission of cost or pricing data, as required by FAR 15.804-3(e).

Interorganizational Transfer (at other than cost) - Explain pricing method used. (See FAR 31.205-26).

Raw Material - Consists of material in a form or state that requires further processing. Provide priced quantities of items required for the proposal.

Purchased Parts - Includes material items not covered above. Provide priced quantities of items required for the proposal.

Interorganizational Transfer (at cost) - Include separate breakdown of cost by element.

Direct Labor - Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rate, and cost by appropriate category, and furnish bases for estimates.

Indirect Costs - Indicate how offeror has computed and applied offeror's indirect costs, including cost breakdowns, and showing trends and budgetary data, to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

Other Costs - List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

Royalties - If more than \$250, provide the following information on separate page for each separate royalty or license fee: name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part or model numbers of each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties. In addition, if specifically requested by the Contracting Officer, provide a copy of the current license agreement and identification of applicable claims of specific patents. (See FAR 27.204 and 31.205-37).

Facilities Capital Cost of Money - When the offeror elects to claim facilities capital cost of money as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

2. As part of the specific information required, the offeror must submit with offeror's proposal, and clearly identify as such, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 15.801). In addition, submit with offeror's proposal any information reasonably required to explain offeror's estimating process, including:
 - a. The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - b. The nature and amount of any contingencies included in the proposed price.
3. There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into the offeror's possession, it should be promptly submitted to the Contracting Officer. The requirement for submission of cost or pricing data continues to the time of final agreement on price.

4. In submitting offeror's proposal, offeror must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, any future additions and/or revisions, up to the date of agreement on price, must be annotated on a supplemental index.
5. By submitting offeror's proposal, the offeror, if selected for negotiation, grants, the Contracting Officer or an authorized representative the right to examine those books, records, documents, and other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time before award.
6. As soon as practicable after final agreement on price, but before the award resulting from the proposal, the offeror shall, under the conditions stated in FAR 15.804-4, submit a Certificate of Current Cost or Pricing Data.
7. Headings for Submission of Line-Item Summaries:
 - A. New Contracts (including Letter contracts).

Cost Elements	Proposed Contract Estimate-Total Cost	Proposed Contract Estimate-Unit Cost	Reference
(1)	(2)	(3)	(4)

Under Column (1) - Enter appropriate cost elements. --

Under Column (2) - Enter those necessary and reasonable costs that in offeror's judgment will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract or unpriced order), describe them on an attached supporting schedule. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

Under Column (3) - Optional, unless required by the Contracting Officer.

Under Column (4) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

8. Change Orders (modifications).

Cost Elements	Estimated Cost of All Work Deleted	Cost Of Deleted Work Already Performed	Net Cost To Be Deleted	Cost Of Work Added	Net Cost Of Change	Reference
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Under Column (1) - Enter appropriate cost elements.

Under Column (2) - Include (i) current estimates of what the cost would have been to complete deleted work not yet performed, and (ii) the cost of deleted work already performed.

Under Column (3) - Include the incurred cost of deleted work already performed, actually computed if possible, or estimated in the Contractor's accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if offeror desires to retain these items or any portion of them, indicate the amount offered for them.

Under Column (4) - Enter the net cost to be deleted which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) less Column (3) = Column (4).

Under Column (5) - Enter the offeror's estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide full identification and explanation of them.

Under Column (6) - Enter the net cost of change which is the cost of work added, less the net cost to be deleted. When this result is negative, place the amount in parentheses. Column (4) less Column (5) = Column (6).

Under Column (7) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units To Be Completed	Contract Amount	Redetermina- tion Proposal Amount	Difference
(1)	(2)	(3)	(4)	(5)	(6)

Cost Elements	Incurred Cost- Preproduc- tion	Incurred Cost- Completed Units	Incurred Cost- Work In Process	Total Incurred Cost	Estimated Cost To Complete	Estimated Total Cost	Reference
(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

Under Column (1) - Enter the cutoff date required by the contract, if applicable.

Under Column (2) - Enter the number of units completed during the period for which experienced costs of production are being submitted.

Under Column (3) - Enter the number of units remaining to be completed under the contract.

Under Column (4) - Enter the cumulative contract amount.

Under Column (5) - Enter the offeror's redetermination proposal amount.

Under Column (6) - Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parenthesis. Column (4) less Column (5) = Column (6).

Under Column (7) - Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

Under Column (8) - Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from offeror's books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from offeror's records, enter in this column offeror's best estimates. Explain the basis for each estimate and how the costs are charged on offeror's accounting records.

(e.g., included in production costs as direct engineering labor, charged to manufacturing overhead, etc.). Also how the costs would be allocated to the units at their various states of contract completion.

Under Columns (9) and (10) - Enter in Column (9) the production costs from offeror's books and records (exclusive of preproduction costs reported in Column (8) of the units completed as of the cutoff date. Enter in Column (10) the costs of work in process as determined from offeror's records or inventories at the cutoff date. When the amounts for work in process are not available in Contractor's records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which offeror's proposal relates.

Under Column (11) - Enter total incurred costs (Total of Columns (8), (9), and (10)).

Under Column (12) - Enter those necessary and reasonable costs that in Contractor's judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which Contractor's proposal relates.

Under Column (13) - Enter total estimated cost (Total of Columns (11) and (12)).

Under Column (14) - Identify the attachment in which the information supporting the specific cost element may be found. Attach separate pages as necessary.

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 1 of 5

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT

By direction of the Secretary of Labor

Alan L. Moss

Alan L. Moss
Director

Division of
Wage Determinations

LOCALITY	State: <u>District of Columbia-Maryland-Virginia</u>	DC-MD-VA
	Area: <u>Washington DC Metropolitan Area 5/</u>	
Wage determination number: <u>86-1255 (Rev. 3)</u>		Date: <u>JAN 15 1988</u>

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Holiday	Other

Automatic Data Processing Occupations, Information and Arts Occupations
Library and Archive Occupations, and Technical Occupations:

1. Key Entry Operator II	7.86
2. Key Entry Operator I	6.97
3. Computer Programmer III 1/	15.88
4. Computer Programmer II 1/	13.76
5. Computer Programmer I 1/	12.26
6. Computer Operator III	11.68
7. Computer Operator II	10.13
8. Computer Operator I	9.05
9. Peripheral Equipment Operator	8.57
10. Computer Data Librarian	9.18
11. Drafter V	13.60
12. Drafter IV	11.01
13. Drafter III	9.60
14. Drafter II	7.52
15. Drafter I	6.33

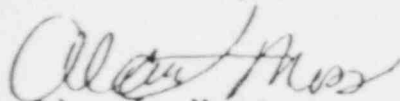
Electronic, Instrumentation, Mathematical, Mechanical,
and Photo-Optics:

16. Technician III	15.01
17. Technician II	11.26
	8.87

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor


Alan L. Moss
Director

Division of
Wage Determinations

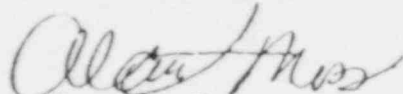
LOCALITY	State: <u>District of Columbia-Maryland-Virginia</u>	DC-MD-VA
	Area: <u>Washington DC Metropolitan Area 5/</u>	
Wage determination number: <u>86-1255 (Rev. 3)</u>		Date: <u>JAN 15 1988</u>

Class of service employee	Minimum hourly wage	Fringe benefit payments			
		Health & Welfare	Vacation	Sick day	Other
19. Computer Systems Analyst III <u>1/</u>	18.96				
20. Computer Systems Analyst II <u>1/</u>	16.31				
21. Computer Systems Analyst I <u>1/</u>	13.04				
22. Exhibits Specialist III	13.60				
23. Exhibits Specialist II	11.01				
24. Exhibits Specialist I	9.60				
25. Illustrator III	13.60				
26. Illustrator II	11.01				
27. Illustrator I	9.60				
28. Photographer III	13.60				
29. Photographer II	11.01				
30. Photographer I	9.60				
31. Technical Information Specialist III	13.60				
32. Technical Information Specialist II	11.01				
33. Technical Information Specialist I	9.60				
34. Librarian	10.68				
35. Library Technician	8.65				
36. Laboratory Technician	7.26				
37. Meteorological Technician/Weather Observer	8.87				
38. Training Technician (Learning Resources Center)	7.86				
39. Technical Illustrator	11.15				
40. Hardware Coordinator	6.86				
41. Off-line Equipment Operator	6.25				

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Page 3 of 5

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor


Alan L. Moss
Director

Division of
Wage Determinations

LOCALITY	State: District of Columbia-Maryland-Virginia	DC-MD-VA
	Area: Washington DC Metropolitan Area <u>5/</u>	
Wage determination number: 86-1255 (Rev. 3)		Date: JAN 15 1988

Class of service employee

Minimum
hourly
wage

Fringe benefit payments

Health &
Welfare

Vacation

Holiday

Other

Fringe benefits applicable to classes of service employees engaged
in contract performance:

2/

3/

4/

1/ Does not apply to employees employed in a bona fide executive, administrative or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156).

2/ \$.59 an hour or \$23.60 a week or \$102.26 a month.

3/ 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility.

4/ 10 paid holidays per year: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

5/ DC: Washington (001)

MD: Counties of Calvert (009), Charles (017), Frederick (021), Montgomery (031), Prince George (033), and St. Mary's (037).

VA: Counties of Arlington (013), Fairfax (059), Fauquier (061), King George (079), Loudoun (107), Prince William (153), and Stafford (179).
Independent cities of Alexandria (201), Fairfax (267), and Falls Church (217).

NOTE: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR 4).

NOTE: The definitions of the occupations set forth herein are contained in the SCA Directory of Occupations. Information may be obtained by contacting the: Administrator of Wage and Hour, U.S. Department of Labor, Washington, D.C. 20210.

Uniform Allowance: If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$1.35 a week (or 67 cents a day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

BASIS FOR ISSUANCE OF WAGE DETERMINATION UNDER THE
SERVICE CONTRACT ACT (SCA)

Blanket Wage Determination 86-1255 (Rev. 2), issued November 30, 1987, for Automatic Data Processing Occupations in the Washington, D.C. Metropolitan area is revised to add Frederick county (31) to the areas covered by this decision. In addition, the Computer Programmer occupations were issued the rates from the previous decision in view of the survey data showing a decrease in these rates. The remaining rates on P 2 were retained because they were in proportion with the BLS survey.

Form NRC-23
(1-75)

Published in advance of incorporation in
NRC Manual Chapter 0904
File and retain in Manual until superseded.

UNITED STATES NUCLEAR REGULATORY COMMISSION
NRC MANUAL

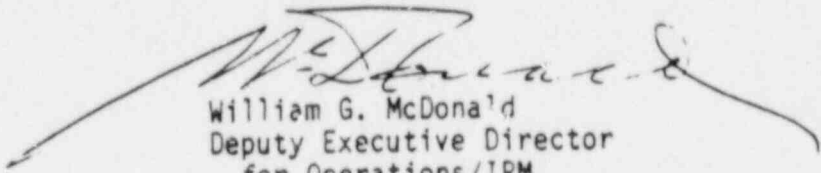
BULLETIN

NO. 0904-3

DATE: January 21, 1987

SUBJECT: NRC COMPUTER SOFTWARE POLICY

This Bulletin sets forth NRC policy on the acquisition/development, modification, copying and distribution, use, and disposal of NRC computer software, particularly microcomputer software. It provides overall agency policy which should serve as the basis for Office/Region internal control of both microcomputer and mainframe software development and use, including development and use by both NRC staff and contractors.



William G. McDonald
Deputy Executive Director
for Operations/IRM

I. Purpose

The purpose of this Bulletin is to set forth NRC policy on the acquisition/development, modification, copying and distribution, documentation, use, and disposal of NRC computer software, particularly microcomputer software. A major goal of the policy is to encourage innovative use and sharing of software while at the same time assuring continued compatibility among software products and consistency with the NRC's long range ADP plans.

II. Definitions

Corporate application: (1) The use of computer technology that involves the creation, updating, or modification of NRC corporate data; or (2) the creation or modification of a computer system that affects agency standards for computer hardware, software, electronically-stored information, or electronic information communication or delivery.

Corporate data: NRC data to which electronic access is required by more than one Office/Region or data which is deemed essential by the EDO to support NRC's mission.

Corporate Data Network (CDN): An information management concept which provides for the aggregation of NRC corporate data in shared databases integrated with office automation systems and accessed through end-user computing.

Customized applications software: Software that is developed specifically to meet the needs of a particular user or organization where the development requires programming or the equivalent. Customized applications may be developed with high level programming languages such as BASIC, FORTRAN, or COBOL, with data base management systems such as RAMIS, MARKIV, or IDMS/R, or with general purpose microcomputer software such as dBASE III or LOTUS 1-2-3, when user-written programs or macros are needed to create customized input screens or output reports. Customized applications include both scientific and non-scientific applications.

Individual application: The use of computer technology by an employee to enhance his or her personal productivity at the NRC, with no impact on NRC functions beyond its affect on the user's individual performance.

Non-scientific applications software: All customized applications software except for scientific applications software. Examples include administrative applications such as payroll, personnel, and travel systems; management information applications such as systems to provide status on office projects and budgets, and technical information applications such as systems for storage and retrieval of nuclear plant data, siting data, and reliability data.

NRC standard microcomputer software: Vendor software supported by NRC (See NRC Bulletin 0904-1 for the list of this software).

Organization-unique application: Any NRC computer application which is neither an individual application nor a corporate application. Examples are (1) the use of computer technology to accomplish the work of a small, self-contained or lower level NRC unit (usually a section, branch, or small non-program office) where the function is of a self-contained, stand-alone nature not requiring data sharing beyond the bounds of the unit; and (2) any application based on the use of corporate data (typically by querying or downloading from corporate data bases) without the need to maintain and update a duplicate copy of the data.

Public domain software: Free or minimal cost software available from such sources as government agencies, certain periodicals, and computer user groups.

Scientific applications software: A type of customized applications software developed by or for a program office to perform scientific calculations in support of NRC's mission. Examples are computer codes to calculate reactor plant thermal-hydraulic response in accidents, the nature and consequences of radiological releases, statistical analyses, structural response analyses, or probabilistic risk analyses.

Vendor software: General or special purpose software that is purchased or leased to be used without modification.

III. Software Acquisition/Development

There are three major types of software that are used on NRC computers: (1) vendor software; (2) public-domain software (sometimes called "shareware" or "freeware"); and (3) customized applications software (see section II for definitions). When a requirement has been identified for the acquisition or development of software, the end user, or for more complex applications, the Office of Information Resource Management (IRM), in coordination with the end user, should first determine if the application should be placed on a mainframe or on a microcomputer. If the application is appropriate for a microcomputer, it should then be determined if NRC standard microcomputer software can be used. If none of the standard software is appropriate, the use of other vendor software should be considered next. Only in the event that no appropriate vendor software is available should customized application development be considered, as it is generally more cost-effective to use special- or general-purpose vendor software than to custom-build an application.

Vendor Software:

- ° IRM acquires all vendor software for the NRC except where authority is delegated by IRM on a case-by-case basis.
- ° NRC Bulletin 0904-1, "Policy and Procedures for Acquiring Microcomputer Equipment, Software, and Support Services," contains a list of standard software, procedures for requesting the software, and the procedure for requesting that additional software be added to the list. IRM will also give priority consideration to the acquisition of other software for specific applications, if none of the standard software will meet the user's requirement or if the acquisition of the other software would eliminate or substantially reduce the need for programming. Standard software is fully supported by IRM while the other software will not normally be supported by IRM.

- IRM coordination and approval is required for purchase or lease of vendor software by contractors or DOE laboratories for use in satisfying an ADP requirement of an NRC contract.
- It is NRC policy that a copy of individually-licensed vendor software be acquired for each computer on which the software will be used. For site-licensed software, IRM will supply one copy for each computer where the software is required.

Public Domain Software:

- Public domain microcomputer software (such as utilities useful with NRC standard software available from the ITS) may be acquired for individual use on NRC equipment provided there is no NRC standard software to perform the function.
- IRM will acquire analytical codes which have been developed by non-NRC sources (e.g., codes available from Federal code centers or other government agencies), upon receipt of a memorandum with the particulars addressed to the Director, Division of Information Support Services, IRM.
- All public domain software with which there is a cost associated, even if minimal, must be obtained by request from IRM.
- Unless it is on NRC's list of standard software, public domain microcomputer software shall not be acquired for organization unique or corporate applications. This is to avoid NRC dependence on unsupported, undocumented, and in some cases harmful, products for applications which could affect critical agency functions.
- Computer users should be aware that there have been numerous reports of purposely destructive public domain software which could seriously damage NRC microcomputer or mainframe systems and data. Since individuals could be held personally responsible for such damage (See NRC Appendix 5201, Part I, Paragraphs H and J), users would be wise to limit their use of public domain software to those programs which have been screened by IRM.

Customized Application Software:

- Office/Region management is responsible for monitoring end-user applications development to assure compliance with this bulletin and to prevent the development of unnecessary or duplicative systems.
- In general, customized applications software shall be developed only when no vendor software is available to meet the need or when no applications software is available to meet the need through software sharing.
- Where possible, it is usually more cost-effective for end users to develop an application using a general purpose software package such as dBASE III or LOTUS 1-2-3 than to use a programming language such as FORTRAN or BASIC.

Where possible, end users creating customized applications should first consider obtaining necessary data from the Corporate Data Network (CDN) or from other existing IRM-maintained systems, thus avoiding the need to maintain duplicate data.

Table 1 summarizes the approvals necessary for development of non-scientific customized applications software depending on the class of use, as defined in the Definitions section of this Bulletin, and on the software developer. Note that the level of concurrence relates to the "level of risk" associated with each class of use. Individual applications involve a very minimal risk to the agency because they do not affect agency functions; organization-unique applications have a higher level of risk because they do impact agency functions but affect only a single organizational unit; corporate applications have the highest risk because of their potentially wide spread impact on agency functions. Note also that all development of non-scientific customized application software by other than end users must be approved by IRM. This is necessary for the proper central administration, control, and sharing of software and data, and to assure that staff and contractor resources are not diverted from direct mission support. In general, IRM will develop corporate applications and any organization-unique non-scientific applications which are either too complex or otherwise inappropriate for development by end users. Where appropriate, certain non-scientific applications may be developed by the program offices by means of contracts or DOE laboratory agreements which have been reviewed and approved in advance by IRM on a case-by-case basis.

The "N/A" entry in Table 1 reflects agency policy that IRM and contractor resources will not be used to develop applications for individual use.

To assure that contract deliverables are portable and are compatible with NRC ADP equipment and software, it is the responsibility of offices/regions to include Attachment 1, "Development, Submittal, Distribution and Documentation Requirements for Machine-Readable Contract Deliverables" in the statement of work for all contracts or DOE laboratory agreements which could involve the development of scientific or non-scientific applications software or other machine-readable contract deliverables. Offices/Regions shall assure that contractors and DOE Laboratories comply with the requirements in Attachment 1 and shall specify any additional constraints such as memory size and specific software version and equipment configuration of the NRC machine(s) on which the applications will eventually run.

IRM coordination and approval is required for purchase or lease by contractors or DOE Laboratories of software or ADP equipment (including microcomputers, microcomputer boards, terminals and peripherals) for use in satisfying an ADP requirement of an NRC contract.

Scientific applications software is developed by or under the guidance of the program offices. Contracts and DOE Laboratory agreements which involve the development of such software must include Attachment 1, "Development, Submittal, Distribution and Documentation Requirements for Machine-Readable Contract Deliverables," but require IRM approval only when:

- the contract or DOE laboratory agreement involves the purchase or lease of software or ADP equipment (including, but not limited to, microcomputer, microcomputer boards, terminals or peripherals) for use in satisfying a requirement of the contract or DOE Laboratory Agreement;
 - use by the NRC of deliverables (e.g., software or data) developed under the the contract or DOE Laboratory Agreement will necessitate the purchase or lease of ADP equipment, software, or ADP services not already available to the NRC staff, including, but not limited to, timesharing services, microcomputers, terminals, microcomputer boards, peripherals, or vendor software;
 - the contract or DOE Laboratory Agreement specifies that the NRC will provide timesharing services, or that the contractor will acquire timesharing services which could be more cost-effectively furnished by the NRC under its own timesharing agreements; or
 - any of the requirements in Attachment 1 are to be waived or modified.
- ° It is the responsibility of Offices/Regions to obtain IRM coordination and approval when required by this Bulletin. It is the responsibility of the Office of Administration's Division of Contracts to ensure that the necessary coordination and approval is obtained before the contract is initiated.
- ° NRC Bulletin 0904-2, "ADP Responsibilities, Planning, Management, and Delivery of System Software Services," contains procedures for requesting IRM development of customized application software.

Table 1

Required Approvals for Non-Scientific Customized Applications
Software Development

<u>Usage Category</u>	<u>Developer</u>	
	<u>NRC End User</u>	<u>Contractor, DOE, IRM Staff</u>
Individual	None	N/A
Organization- unique	Office/Region*	Office/Region and IRM
Corporate	All affected Offices/Regions and IRM	All affected Offices/Regions and IRM

*Office/Regional approval or as delegated by the Office/Region to lower organizational levels.

IV. Software Modification

Vendor and Public Domain Software

- ° Modification of almost all vendor software, and some public domain software is prohibited, except as described in the installation instructions provided by the vendor or author. All microcomputer software supplied by IRM is installed in a standard way, and there are several reasons why users should only rarely modify the way that the software is installed:
 - The use of all NRC standard microcomputer software, if installed according to standard instructions provided by IRM, is documented in the NRC ADP Services Guide. Changes to the installation may make use of the documentation difficult or impossible.
 - IRM installs software in a standard way allowing for ease of trouble shooting by the ITS, should the need arise.
 - Modification of the software or of the menu structure on machines with a fixed disk may make subsequent software installation or upgrades more difficult.
 - Modification is inconsistent with software portability and standardization, and may confuse other staff members who expect to find the standard installation when using an NRC machine.
- ° For these reasons, users contemplating modifications should consult the Information Technology Services Support Center to discuss possible implications.

Customized Applications Software

- ° All data and software created by end users may be modified as desired. It is the responsibility of office/region management to assure that all modifications made by end users to such applications (except individual applications) are recorded in a change log and incorporated into the application documentation.
- ° All software maintained by IRM will be modified by IRM in accordance with the procedures in NRC Bulletin 0904-2.

V. Software Copying and Distribution

Vendor Software

- ° IRM distributes all vendor software used by the NRC.
- ° Copying vendor software other than for authorized back-up purposes, or using a software package on a machine for which it has not been authorized may be a violation of software licensing agreements and could lead the vendor to take legal action against the NRC. NRC employees who violate licensing agreements by making or using unauthorized copies of NRC software or any other vendor software, risk both disciplinary action and possible suit by the vendor. Unauthorized use or copying of proprietary software should be brought to the attention of the Office of Inspector and Auditor and the Office of Administration's Division of Security.
- ° It is NRC policy that individually-licensed software be used only on the machine for which it was purchased and to which it was assigned by IRM. If software must be moved from one machine to another, users should notify IRM's Hardware and Software Acquisition Branch (Headquarters) or the appropriate regional program support staff so that software inventory records can be updated.

Public Domain Software

- ° Public domain software may be copied and distributed as desired, subject to any restrictions made by the author, for use in individual applications.
- ° Any public domain software approved for organization unique or corporate applications is distributed by IRM.

Customized Applications Software

- ° Customized applications and associated data created by end users may be copied as required.
- ° If possible, users should avoid storing non-copyrighted data or programs on the same diskettes as copyrighted vendor software.
- ° In cases where internal or public distribution of customized applications software (including scientific applications software developed by NRC staff or contractors either for mainframes and microcomputers) is appropriate, such distributions are performed by, or under the guidance of, IRM to assure that applications receive at least minimal review for compliance with documentation and copyright standards before release. IRM will assure that programmatic distribution requirements are met for public and non-public software. NRC staff should not distribute any software for either microcomputers or mainframes on an ad hoc basis. NRC Contractors or DOE laboratories should not distribute any NRC software for either microcomputers or mainframes without formal approvals as described in Attachment 1, Section 3.

VI. Documentation

Vendor Software

- ° One copy of software documentation is provided by the vendor for each vendor software package acquired by the NRC. This documentation is provided to the user with the software.
- ° IRM fills out a Software Locator Information Sheet for all vendor software acquired by the agency.

Public Domain Software

- ° Documentation for public domain software is usually provided by the author, but may be limited.
- ° If public domain software is obtained directly by a user, he or she should send a copy of documentation (if any) and a Software Locator Information Sheet (see Exhibit 1) to IRM, since other individual users may be interested in the software. IRM will fill out a Software Locator Information Sheet for any public domain software which it acquires.

Customized Application Software

- ° Creation of written documentation is an important part of the development and maintenance process for all customized applications. There are usually two types of documentation associated with each application: (1) user documentation, and (2) technical or programmer documentation. The first type of documentation is needed so that staff other than the developer can effectively use the system. The second type of documentation is needed in order to effectively maintain and/or change the system. It is good practice for users to document all applications that they develop, even those limited to individual use. It is mandatory that documentation be developed for all organization-unique use and corporate use applications so that staff other than the developer can use the software and so that the software value is not lost if the developer moves to another assignment or separates from the agency. Microcomputer Application Documentation Standards prepared by IRM, are available from the ITS Support Center.
- ° It is IRM's responsibility to create and maintain in a documentation library, user and programmer documentation for all applications which it develops. Software modifications will be recorded in a change log and incorporated into the documentation. A copy of the user documentation will be provided to each user of the software.
- ° It is the responsibility of Office/Region management to assure that user and programmer documentation is developed and maintained for organization-unique and corporate applications developed by end users. A copy of the documentation for each of these applications should be maintained by each office, preferably in a single location. Software modifications should be recorded in a change log and incorporated into the documentation.

Offices/Regions are responsible for filling out a Software Locator Information Sheet for each end-user developed application and submitting new and updated sheets to IRM as part of their inputs to the yearly ADP Planning Call.

- Documentation requirements for contractor-developed software are covered in Attachment 1, Section 4.

VII. Software Use

Software Sharing

IRM actively supports software and data sharing within the agency. To encourage sharing of software, IRM maintains a Software Locator directory of all software acquired or developed by the NRC. IRM maintains the software locator information for all standard NRC vendor software and all applications software maintained by IRM. It is the users' responsibility to complete and submit the Software Locator Information Sheets (see Exhibit 1) for all other software acquired or developed for their use or use by their contractors.

Personal Use of NRC Software and Hardware

NRC-accessible mainframes, NRC minicomputers, and NRC microcomputers and associated software may be used only for NRC official business per NRC Appendix 2301, Part II. No personal use can or will be authorized. Employees who misuse NRC property or incur unauthorized timesharing costs may be subject to disciplinary action.

Use of Personally-Owned Hardware and Software for NRC Work

Personally-owned hardware and software may be used at home for NRC work provided that (1) no sensitive unclassified or classified information is accessed, processed, stored or telecommunicated; (2) work products are compatible with hardware and software available to the employee at the office; (3) any use of personally-owned hardware and software for purpose of telecommunication with NRC-accessible timesharing facilities or electronic bulletin boards shall be in strict accordance with the security regulations of such facilities and with NRC security regulations associated with computer access as specified in NRC Appendix 2301, Part II.

The NRC will supply any hardware and software needed for NRC work. Personally-owned proprietary commercial software may not be used on NRC computers and NRC software may not be used on personally-owned computers. A limited number of portable computers and software are available from the IRM Systems Support Branch for temporary loan where necessary.

Backups of Data and Programs

IRM makes or sends for back-up copies for all NRC standard vendor software, and provides both the original and the back-up copy to the user. Before making additional back-up copies, users should consult the software documentation and Chapter 8 of the NRC ADP Services Guide, or call the ITS Support Center for assistance.

Both diskettes and fixed disks used on microcomputers are subject to occasional damage or failure and, hence, data loss. Users sometimes inadvertently purge data files or programs. For these reasons it is good operating practice for users to make backup copies of important data and applications programs which they write, even those limited to individual use. It is mandatory that backup procedures be developed, documented and used for all data and programs which are in the organization-unique or corporate use categories. The system developer (whether IRM or an end user) is responsible for providing the documentation on the backup procedures.

Backup copies of critical applications software and associated data should be placed in the NRC archival facility, where they will be retained under appropriate environmental conditions and will meet the requirement of storing the backup copy in a separate location from the working copy. Contact the Information and Records Management Branch for further information.

Security

No classified information may be processed or stored on a mainframe, word processor or microcomputer without the prior written approval, guidance and authorization of the NRC Office of Administration's Division of Security (SEC).

No sensitive information, including unclassified Safeguards Information (SGI), proprietary data, information which is withholdable from public disclosure under the "Privacy Act," FOIA, or other regulations, may be stored on systems with nonremovable disks without prior approval from SEC. If a computer system contains such information, it is the user's responsibility, and that of his or her supervisor, to review the appropriate security guidelines or consult with SEC for assistance. Diskettes containing sensitive information must be locked up when not in use and must be purged of all information before release for another purpose.

Further written guidance on the processing/storage of classified or sensitive data on NRC microcomputers, mainframes, and word processors is available in NRC Appendix 2301, Parts I and II, and in "Security Guidance Outlines" available from SEC or from the Information Technology Services Support Center.

Microcomputer equipment, software and data should be protected from possible damage or theft by taking reasonable precautions. Software should be controlled during business hours and locked up, if possible, at the end of the day. No software may be removed from NRC premises without a property pass or NRC form 119.

All applications shall be developed in accordance with requirements contained in NRC Appendix 2301, Part II, Section A.6, "Security Measures of NRC Computer Centers and Unclassified Applications Systems."

Software Ownership

All data or programs written by NRC staff for government work that are entered into word processors, or small or large computers, regardless of ownership or location of the processors or computers, are the property of the government and may be considered government records.

VIII. Disposal of Obsolete or Unsupported Software

Vendor Software

- ° Vendor Software which is owned by the NRC, but which is no longer on the list of supported software may be retained until existing applications are converted. Users are encouraged to convert such applications to supported software as quickly as possible with advice from the ITS Support Center. IRM may provide further assistance for the conversion of critical applications upon written request. No new applications should be developed with unsupported software. Once all applications have been converted, unsupported software should be returned to IRM for disposal.

Customized Applications Software

- ° Obsolete applications software, including scientific codes, should be disposed of in accordance with the applicable NRC records disposition schedule (see NUKEG 0910). If the schedule requires retention, the software and documentation should be provided to the NRC Information and Records Management Branch for storage in the NRC archival facility.

Exhibit 1
NRC SOFTWARE LOCATOR INFORMATION FORM

1. FY: _____ 2. SOFTWARE TITLE: _____
3. ACRONYM: _____ 4. VERSION #: _____
5. FULL SYSTEM (Y/N): _____ 6. MACRO/SUBROUTINE (Y/N): _____
7. CLASSIFICATION: (Check one)
☐ SCIENTIFIC CODES
☐ ADMINISTRATIVE SUPPORT (Budget, Travel, Personnel, etc.)
☐ GENERAL PURPOSE (Management Information, Tracking, etc.)
☐ TECHNICAL INFORMATION
☐ PERSONAL PRODUCTIVITY
8. SENSITIVE (Y/N): _____ CLASSIFIED (Y/N): _____
9. STATUS (A=active, I=inactive, N=not used, U=under devel/test, P=planned): _____
If 9. STATUS=I or N: 9a. LAST USED YEAR: _____ 9b. SUPERSEDED (Y/N): _____
If 9b. SUPERSEDED=Y: 9b1. BY WHAT? ACRONYM: _____
VERSION #: _____
10. REQUIRES FURTHER DEVELOPMENT, MODIFICATION, OR UPDATE (Y/N): _____
10a. CURR FY EFFORT: CONTRACT \$: _____ (K) NRC STAFF YEARS: _____
10b. NEXT FY EFFORT: CONTRACT \$: _____ (K) NRC STAFF YEARS: _____
11. NRC SPONSOR: OFF _____ DIV _____ BR _____
SPONSOR CONTACT: LAST: _____ FIRST: _____ MI: _____
12. DEVELOPER: (Check one)
☐ NRC DATA PROCESSING STAFF (RM/D)
☐ NRC EMPLOYEE OTHER THAN RM/D
NAME - LAST: _____ FIRST: _____ MI: _____
☐ NRC CONTRACTOR OR DOE LABORATORY - if checked provide:
CONTRACTOR NAME: _____ FIN #(s): _____, _____, _____
CONTRACTOR CONTACT - LAST: _____ FIRST: _____ MI: _____
PHONE: _____
☐ VENDOR/OFF THE SHELF
☐ PUBLIC DOMAIN, SHAREWARE, OR FREWARE
13. USERS: (Check all that apply)
☐ NRC STAFF ☐ NRC CONTRACTOR (including DOE laboratories)
☐ APPLICANT/LICENSEE ☐ OTHER (specify) _____
14. REGULATORY APPLICATION AREA (Check all that apply to this software):
☐ licensing application related to 10 CFR Part _____
(e.g., 50 if reactors, 60 or 61 for waste disposal facilities, etc.,
see instructions for further examples)
☐ operational data analysis
☐ event or accident analysis
☐ emergency response
☐ inspection/enforcement
☐ research on _____
☐ other (Describe): _____

15. PAST OR PRESENT LICENSING USE (Check all that apply to this software):
☐ Has been used or is being used by NRC staff or NRC contractor in the licensing process
☐ Is identified in the Standard Review Plan, Section _____
☐ Has been specifically cited by the NRC in official correspondence (e.g., Safety Evaluation Reports)
☐ Is identified in an NRC Regulatory Guide, Number _____
☐ Is identified in a Branch Technical Position. Specify _____
☐ Is specified in other regulations. Specify _____
☐ Is specified in an industry code or standard. Specify _____
☐ Other licensing use. Describe _____
16. KEYWORDS (See instructions): _____

17. DESCRIPTION (See instructions): _____

18. APPLICATION HAS RECEIVED PEER REVIEW/QA (Y/N): _____
 If 18. PEER REVIEW/QA=Y, DESCRIBE HOW AND BY WHOM: _____

19. DOCUMENTATION:
 NUREG #(s) _____
 LATEST NUREG PUBLICATION DATE (MM/DD/YY): _____
 USER'S GUIDE (Y/N) _____ UP-TO-DATE (Y/N): _____
 PROGRAMMER'S GUIDE (Y/N) _____ UP-TO-DATE (Y/N): _____
20. DISTRIBUTION:
 By NRC/IS (Y/N): _____ By NRC/ITS (Y/N): _____
 IS System No: _____ ITS Control No: _____
 By NESC (Y/N): _____ By RSIC (Y/N): _____
 NESC No: _____ RSIC No: _____
- If "N" to ALL of the above complete the following:
- 20(A). BY WHOM: LAST: _____ FIRST: _____ MI: _____
 ORGANIZATION: _____ (If NRC, provide Branch abbrev.)
- 20(B). If NESC or RSIC is marked as "Y", please provide the following:
 External Availability Category NTIS/DOE No.
☐ UNLIMITED PB No. _____
☐ U.S. ONLY DE No. _____
☐ U.S. GOVERNMENT
☐ SPECIAL

21. COMPUTER ON WHICH INSTALLED OR TO BE INSTALLED (Check any that apply):

NRC MICRO		NRC MINI	NRC-ACCESSIBLE MAINFRAME
<input type="checkbox"/> P1 (PC 256K)	<input type="checkbox"/> B1 (DG6000)	<input type="checkbox"/> A1 (NIH)	
<input type="checkbox"/> P2 (PC 640K)	<input type="checkbox"/> B2 (DG8000)	<input type="checkbox"/> A2 (ORNL)	
<input type="checkbox"/> P3 (XT 256K)	<input type="checkbox"/> B3 (OTHER DG)	<input type="checkbox"/> A3 (BNL)	
<input type="checkbox"/> P4 (XT 640K)		<input type="checkbox"/> A4 (INEL)	
		<input type="checkbox"/> 0 (OTHER) Specify _____	
CONTRACTOR COMPUTER:			
Computer Vendor Name _____		Model _____	

22. LANGUAGES/PACKAGES (Mark Primary [P] once and any others as [S] Secondary)

<input type="checkbox"/> BASIC	<input type="checkbox"/> RAMIS	<input type="checkbox"/> dBASEIII
<input type="checkbox"/> FORTRAN IV	<input type="checkbox"/> SYSTEM 2000	<input type="checkbox"/> DOS
<input type="checkbox"/> FORTRAN 77 (V)	<input type="checkbox"/> WYLBUR	<input type="checkbox"/> LOTUS 1-2-3
<input type="checkbox"/> COBOL	<input type="checkbox"/> MARKIV	
<input type="checkbox"/> PL/1		- OTHER (SPECIFY) _____

23. NRC CONTACT: (Name of NRC employee who filled out this form)

LAST: _____	FIRST: _____	MI: _____
OFF _____	DIV _____	BR _____
SIGNATURE: _____		PHONE: _____
		DATE: _____

Attachment 1

Development, Submittal, Distribution and Documentation Requirements for Machine-Readable Contract Deliverables

This document provides requirements for contractors developing software, data or other machine-readable deliverables for the Nuclear Regulatory Commission (NRC). Its purpose is to assure that any such deliverables can be readily implemented and used on NRC equipment and can, if required, be easily disseminated or transferred to other data processing sites. This implies the use of standard software packages, programming languages, and compilers which are compatible with the NRC hardware and software environment, as well as adherence to good programming and documentation practices.

This document applies to all machine-readable deliverables for use on micro-computers and to scientific applications for use on mainframes and minicomputers. Requirements for non-scientific applications for use on mainframes or minicomputers are provided by IRM on a case by case basis.

All computer applications and associated data developed under contract to the NRC or under a DOE laboratory agreement are the property of the NRC unless stated otherwise in the contract or DOE laboratory agreement. These items must be submitted to the NRC project manager in machine-readable form at or before contract completion. Microcomputer software and data deliverables should be supplied on diskette and conform to the criteria stated in section 1 below. Mainframe or minicomputer software and data deliverables should be submitted on tape and conform to the criteria in section 2 below.

All machine-readable deliverables must be accompanied by appropriate documentation as specified in sections 1, 2, and 4 below. Conversely, contractor reports citing the use of computer codes must be accompanied by said computer codes.

1. Deliverables for Use on Microcomputers

All deliverables developed for use on microcomputers must meet the following criteria unless a written waiver is obtained in advance from the NRC project manager and approved by the Division of Automated Information Services (IRM):

- a. Deliverables should be submitted on diskettes.
- b. All diskettes should be capable of use on an IBM PC or compatible microcomputer using one of the software packages supported by the NRC Division of Automated Information Services (see Table 1, attached). All programs developed for the NRC must be written using one of the standard software packages.

- c. In particular, documents (e.g., reports) submitted in machine-readable form should be produced with IBM DisplayWrite word processing software. This will allow them to be used both on NRC microcomputers and word processing equipment.
- d. Failing criteria b or c above, data or text only may be provided as ASCII files in standard IBM PC diskette format.
- e. All diskettes must be accompanied by documentation, including a printed copy of the disk directory, a description of each file in the directory and how it is to be used and installation instructions. Refer to sections 3 and 4 for software distribution and documentation requirements, respectively.

No microcomputer software or hardware may be purchased by a contractor or DOE laboratory for subsequent delivery to the NRC without written concurrence in advance by the NRC Project Manager and the Office of Information Resource Management.

Updated information about software supported for use on NRC-accessible computer facilities and microcomputers may be obtained from the NRC ITS Support Center, (301) 492-4160 (FTS 492-4160).

2. Deliverables for Use on Mainframes or Minicomputers

These requirements apply to scientific applications software and associated data deliverables intended for use on mainframes or minicomputers. All such deliverables must meet the following criteria unless a written waiver is obtained in advance from the NRC project manager and approved by the Office of Information Resource Management.

- a. All new mainframe or minicomputer programs developed or converted for NRC shall be written in American National Standards (ANS) FORTRAN (ANSI Standard X3.9-1978).
- b. Mainframe or minicomputer programs which generate plots must do so using the Display Integrated Software System and Plotting Language (DISSPLA). This graphics software is a standard at all DOE laboratories.
- c. The recommended mathematical/statistical subroutines are the International Mathematical Statistical Libraries (IMSL).
- d. Proprietary software packages should be avoided except where standard readily available packages exist and are supported for use at NRC-accessible computer facilities by the NRC ITS Support Center (see Table 1, attached). Machine-dependent and installation-specific packages and features including assembly language should not be used.
- e. Deliverables should be submitted on tape according to the following tape format requirements:

- Recording: 9-track
 - Density: 1600 BPI
 - Internal Tape Label: NO Label
 - Character Code: EBCDIC or ASCII
 - Record Size: FIXED RECORD LENGTH (80 char/record preferred for source code when possible)
 - Block Size: FIXED BLOCK LENGTH (maximum = 2048 char/block)
 - All files on one physical tape must each have the same number of char/record and char/block.
 - Tapes must not be generated using system-dependent copy routines. Tapes must be made so as to be transportable from one computer system to another. This is most easily accomplished by means of a FORTRAN READ-WRITE routine rather than a system utility; however, use of IBM IEBGENER is acceptable.
- f. All tapes must be accompanied by documentation, including a copy of the job that created the tape, a list of the files on the tape, a description of each file and how it is to be used, and installation instructions. Refer to sections 3 and 4 for software distribution and documentation requirements, respectively.
- g. Tapes should include the following files:
- Source Code - Compiler input records
 - Sample Input - Test case input data. (The output generated by execution of the program using the sample input must also be provided in printed form.)
 - Data Libraries - External data files required for program execution (e.g., cross-section libraries, dose conversion factors, etc.).
 - Control Information - Operating system control language statements required for compilation and execution.
- Optional files include object or load modules.

Questions concerning the above instructions should be addressed to the NRC Information Technology Services Support Center (FTS) 492-4160.

3. Distribution

Distribution of contractor-developed applications software and documentation will be performed under the guidance of IRM. IRM will assure that programmatic distribution requirements are met for public and non-public software. At present, most NRC software is being distributed by the National Energy Software Center at Argonne National Laboratory under a DOE laboratory agreement administered by IRM. Under certain circumstances, an NRC contractor or DOE laboratory may distribute scientific applications software while in the development or maintenance stages provided that:

- a. The required distribution activities are explicitly specified in the contract or DOE laboratory statement of work;
- b. The contract or DOE laboratory agreement specifies that the software and associated documentation will be transmitted to the NRC in approved form (per sections 1-4 of this attachment) upon termination of the contract or DOE laboratory agreement;
- c. The Program Division Director has approved, in writing, the need for deviation from the standard distribution procedures;
- d. The Director, Division of Information Support Services, IRM, has approved, in writing, the contract or DOE laboratory statement of work wherein the distribution activities are described.

Before release for distribution, NRC-sponsored software must be appropriately reviewed, tested, documented and approved for release by the sponsoring NRC office. It is the responsibility of the sponsoring NRC office to determine whether or not a computer code is ready for distribution and to clearly define the limitations to be imposed on said distribution (e.g., USA only, unlimited, a specific distribution list, etc.). However, the sponsoring NRC office is advised that once information regarding a computer code has been published (e.g., in a NUREG report), members of the public may request a copy of the code and, under normal circumstances, the NRC must be prepared to distribute the code. Thus, the preparation of a distribution submittal package for the computer code and the publication and distribution of a NUREG(s) associated with the computer code should coincide. In order to prepare to meet these requirements once the contract is complete, the statement of work should include, as a requirement, the preparation of the submittal package necessary for requesting distribution by the National Energy Software Center (NESC). Copies of the NESC submittal forms, distribution procedures and advice regarding submittal package preparation may be obtained by calling the ITS Support Center on 492-4160 or FTS-492-4160. A copy of the NESC release form, signed by the Division Director of the sponsoring NRC office, should be sent to the Chief, Information Technology Services Branch, at the time the submittal package is sent to NESC.

4. Documentation

All reports, including applications software documentation, must conform to NRC Manual Chapters 3201 and 3202. Copies of these manual chapters are available from the NRC Publications Services Division. DOE laboratory staff may obtain copies from their respective technical information offices.

In addition, the content of all scientific applications documentation shall conform to ANSI Standard N-413, "Guidelines for Documentation of Digital Computer Programs." The major documentation requirements included in the standard are:

- a) Computer Program Abstract
- b) Application Information (User's Guide)
- c) Problem or Function Definition (Theoretical Development)
- d) Programming Information (Programmer's Guide)

A copy of this standard may be obtained for \$8.50 plus \$2.00 shipping and handling from:

The American National Standards Institute
1430 Broadway
New York, New York 10018
ATTN: Sales Department

In addition to or instead of conforming to ANSI Standard N-413, documentation for some applications may be required to conform to NRC Microcomputer Application Documentation Standards and/or meet other requirements of the sponsoring office. Applicability of any additional requirements will be determined by the NRC Project Manager.

Each program developed for the Nuclear Regulatory Commission should include the following program title block and disclaimer in the main program:

Program Title:

Developed for: U.S. Nuclear Regulatory Commission
Office of (fill in NRC Office)
Division of (fill in NRC Division)

Date:

NRC Contact(s):

Phone:

Code Developer:

Phone:

Title(s) of Associated Documentation and NUREG Number(s):

This program was prepared for an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, expressed or implied, or assumes any legal liability or responsibility for any third party's use, or the results of such use, of any portion of this program or represents that its use by such third party would not infringe privately owned rights.

Table 1. NRC Supported Software

MAINFRAME SOFTWARE:

Idaho National Energy Laboratories Computer System

NOS	Operating System for CYBER 176
FSE	Text Editor
XEDIT	Text Editor
UPDATE	Text Editor Utility
FORTRAN 5*	Programming Language
DISSPLA	Graphics
IMSL	Math/Statistical Subroutines

National Institutes of Health Computer System

OS/MVS	Operating System for IBM 3081
TSO	Command Language
WYLBUR	Text Editor/Command Language
VS FORTRAN*	Programming Language
DISSPLA	Graphics
TELL-A-GRAF	Graphics
FOILS	Word Charts for Overhead Projection
MARK IV	File Management/Report Generator
SYSTEM 2000	Data Base Management System (Reports and Queries only)
RAMIS II	Data Base Management System (Reports and Queries only)
KERMIT	Communications (PC's)
IMSL	Math/Statistical Subroutines

NRC Data General MV/8000

CLI	Command Language Interface
SED	Text Editor
SPEED	Text Editor
BASIC	Programming Language
FORTRAN 77*	Programming Language
SSI*CALC	Spreadsheet
IMSL	Math/Statistical Subroutines
DISSPLA	Graphics

* Adheres to current ANSI Standard for FORTRAN (FORTRAN77)

NOTE: This list of software is changed periodically. For an updated list, call the Information Technology Services Support Center (301) 492-4160 or (FTS) 492-4160.

NRC Supported Software (continued)

MICROCOMPUTER SOFTWARE:

IBM PC DOS & BASIC	Operating System, language
COMPAQ MS-DOS & BASIC	Operating System, language
IBM BASIC Compiler	Programming Language
IBM FORTRAN Compiler	Programming Language
IBM DisplayWrite	Word Processor
IBM DisplayComm	WP Communications
IBM 5520 Attachment Program	5520 Terminal Emulation
Microstuf CROSSTALK	Communications
Persoft Smarterm	DG Terminal Emulation
LOTUS 1-2-3	Spreadsheet
Ashton-Tate dBASE III,	Data Base Management
dBASE III Plus	
Westminister Software	
Pertmaster	Project Management
Decision Resources	
Chartmaster	Graphics
Decision Resources	
Signmaster	Graphics
Borland International	
Sidekick	Multi-purpose Utility

* Adheres to current ANSI Standard for FORTRAN 77.

NOTE: This list of software is changed periodically. For an updated list, call the Information Technology Services Support Center (301) 492-4160 or FTS 492-4160.

<p>NRC FORM 438 <small>4-80 10 CFR 60.408</small></p> <p style="text-align: center;">U.S. NUCLEAR REGULATORY COMMISSION</p> <p style="text-align: center;">REPORT OF TERMINATING INDIVIDUAL'S OCCUPATIONAL EXPOSURE</p> <p>SEE THE ATTACHED INSTRUCTIONS</p>	<p>1. DATE OF REPORT</p> <hr/> <p>2. NRC LICENSE NUMBER(S)</p> <hr/>
--	--

PART I. LICENSEE AND INDIVIDUAL IDENTIFICATION DATA			
<p>3. NAME AND ADDRESS OF REPORTING LICENSEE</p> <hr/> <p>5. NAME AND ADDRESS OF EMPLOYER, IF DIFFERENT FROM ABOVE (optional)</p> <hr/>	<p>4. NAME OF INDIVIDUAL (first, middle initial, last) AND ADDRESS (optional)</p> <hr/> <p>6. SOCIAL SECURITY NUMBER</p> <hr/> <p>7. DATE OF BIRTH: MONTH / DAY / YEAR</p>		

PART II. EXTERNAL DOSE DATA					
8. PERSONNEL MONITORING FOR EXTERNAL EXPOSURE TO RADIATION WAS NOT PROVIDED					
9. PERIOD(S) OF EXPOSURE <small>(earliest date first)</small>	10. WHOLE BODY DOSE (rads)				11. EXTREMITY DOSE (rads) <small>SHALLOW (skin)</small>
	DEEP		SHALLOW (skin)		
	a. TOTAL	b. NEUTRON	c. TOTAL	d. BETA	

PART III. INTERNAL EXPOSURES TO RADIOACTIVE MATERIAL									
12. PERSONNEL MONITORING FOR EXPOSURE TO RADIOACTIVE MATERIAL WAS NOT PROVIDED									
13. PERIOD(S) OF EXPOSURE <small>(earliest date first)</small>	14. NUCLIDE	15. FORM <small>(S, L)</small>	16. BIOASSAY RESULTS		17. DOSE ESTIMATES (rads)			18. INTAKE <small>(MPC HRS)</small>	
			a. IN VIVO (mCi)		b. URINALYSIS RESULTS (L)	4. COM- MITTED DOSE	5. ANNUAL DOSE		c. ORGAN
			(1) BURDEN	(2) ORGAN					

19. OTHER BIOASSAY RESULTS

a. IN VIVO (mCi)

b. URINALYSIS RESULTS (L)

c. COMMITTED DOSE

d. ANNUAL DOSE

e. ORGAN

20. From which set (1, 2, 3, 4, 5) does (1) satisfy the NOTIFICATION REQUIREMENTS OF 10 CFR 19.12? CHECK THE FOLLOWING BOX

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

INSTRUCTIONS FOR COMPLETING NRC FORM 439
Report of Terminating Individual's Occupational Exposure

If you are licensed by the U.S. Nuclear Regulatory Commission (NRC) as specified in §20.408(a), 10 CFR Part 20, you are required to submit termination radiation exposure reports on certain individuals to the Director, Office of Nuclear Regulatory Research, U.S. Nuclear Regulatory Commission, Washington, DC 20555. This information is to be taken from dose records that must be maintained under §20.401 for individuals likely to receive exposure to radiation that exceeds a certain percentage of the NRC dose standards for the whole body, skin or extremities—25% for workers of age 18 years or more, 5% for workers younger than 18. The term "individual" is used below to represent the worker for whom this report is submitted. The term "dose" as used in Form 439 and in these instructions refers to the dose in rems as defined in §20.414 and subsequently designated "dose equivalent" in ICRU Report II (1968). The time to be covered by this report is that period of employment or work assignment in your facility that satisfies the following conditions: personnel monitoring was required by §20.202(a) or bioassays were required by your license; the period ended with the most recent termination; the period has not already been reported to the NRC. Termination is defined in §20.31(a)(19). Parts II and III of this form reflect regulatory requirements as well as requests intended to standardize reporting methods. Requests are clearly identified as such.

PART I. LICENSEE AND INDIVIDUAL IDENTIFICATION DATA

This part identifies the licensee submitting the report and the terminating individual. It must be completed even if only one of the remaining Parts of this form is applicable. Enter the following data:

ITEM NUMBER

1. Date that the report was prepared.
2. Current NRC license number assigned to the facility(s) in which the individual received the reported dose. If more than one license is involved, enter the license number for the facility or activity under which most of the dose was incurred as the first number. If this is not practical, enter the license numbers in the order of original issuance.
3. Name and address of your facility as it appears on your NRC license.
4. The individual's first name, middle initial, and surname. (Address of the individual may be included, but it is not entered into the NRC records system.)
5. The name and address of the individual's employer, if it is different from the reporting licensee. (Optional; not entered into the NRC records system.)
6. The individual's social security number; if not available, enter the word "unknown."
7. The individual's date of birth.

PART II. EXTERNAL DOSE DATA

For the purpose of this form, the deep dose is defined as the dose assessed at a tissue depth of 300 mg/cm² (or less) or 1,000 mg/cm² (or less); the shallow dose is defined as the dose to the skin of any part of the body, and the extremities are defined as hands and forearms, feet and ankles.

Item Number 8. If the individual was not monitored for external exposure to radiation, you are requested to check the box to the left and go to Part III.

COLUMN NUMBER

9. Specify the reporting intervals (periods of exposure) that the individual was monitored at your facility(s) pursuant to §20.202. You are requested to use annual increments up to the year of termination and increments not to exceed one quarter for the year in which the individual terminated. **ANNUAL:** Indicate the month and year of the beginning date of exposure when showing annual increments (e.g., May 1979) and indicate the year only for subsequent annual increments. **QUARTER:** For each completed quarter of the year of termination, indicate the quarter and year by date. **CURRENT QUARTER:** Specify the beginning and ending dates of the actual exposure period (month, day, year). Enter the following data:
- 10a. Unless the eyes are shielded, enter the deep dose assessed at a tissue depth of 300 mg/cm² (tens depth) or less. If the eyes are protected by shielding which has a tissue equivalent thickness of 700 mg/cm² or more, the deep dose may be assessed at 1000 mg/cm² (gonad depth) or less. Enter the total dose of record, i.e., the highest dose received at the selected depth, from all types of external radiation sources, at any location on the body except the skin and the extremities (hands and forearms, feet and ankles).
- 10c. For all skin areas, except that of the extremities, enter in column 10c the shallow dose of record. Record the total dose to the skin, i.e., the highest dose delivered by all radiation incident on the skin, including non-trivial doses from skin contamination, which penetrates to the depth at which the shallow dose is determined. The dose at a depth of 7 mg/cm² or less, averaged over 1 cm², is acceptable. If Column 10c is left blank, it will be assumed that the entry in 10a is applicable also for the shallow dose. Therefore, an entry for shallow dose is required only if it exceeds the deep dose.
- 10b & d. As an option, you may enter in column 10b the contribution made by neutron radiation to the dose reported in Column 10a, and enter in Column 10d the contribution made by beta radiation to the dose reported in Column 10c. Enter XXX if it is known that there was no exposure to radiation of the type specified in the column heading. Enter UNK if a detectable exposure is reported in 10a or 10c which could have included a beta or neutron contribution of unknown magnitude.
- 10 & 11. You are requested to enter m or zero (in each column of 10 or in 11) if the dose was undetectable, i.e., the radiation to which the worker's dosimeter was exposed produced a response that you considered to be statistically indistinguishable from the response caused by inherent variabilities of the dosimeter system. Note: It is sometimes required to add m (or its equivalent) to a real number, although NRC regulations do not specify a summation procedure. The NRC staff arbitrarily assigns 10 mrem to be a value of m (assuming 0.5 L ≤ 10 % L, where L is the detection limit) for the purposes of statistical analyses.
11. Reporting of the extremity dose is required. You are requested to comply in the following manner: Enter the dose of record, i.e., the highest dose averaged over an area of 1 cm² determined for the skin of the hands and forearms or feet and ankles during the reported period. It is unnecessary to specify the extremity that received the dose; doses to different extremities should not be added together. The dose is to include that delivered by all radiation incident on the skin, including non-trivial doses from skin contamination, which penetrates to the depth at which the shallow dose is determined. The dose at a depth of 7 mg/cm² or less is acceptable. If Column 11 is left blank, it will be assumed that the entry in 10c is applicable also for the extremity dose; an entry in Column 11 is required only if the shallow dose exceeded the deep dose.

PART III. INTERNAL EXPOSURES TO RADIOACTIVE MATERIAL

The reporting of information concerning internal exposures that you have obtained in compliance with §20.103(a)(3) and §20.103(c)(2) and recorded in compliance with §20.403(b) is required only if bioassays are necessary for timely detection and assessment of individual intakes; otherwise, the reporting of bioassay results is optional. Part III provides for the reporting of the results of internal monitoring procedures in terms of bioassay results, dose estimates, or intake in Columns 13 through 16 and in general summary statements in item 17. Any one (or more) of these reporting methods may be used. The term "individual" is used below to represent the worker for whom this report is submitted. The term "exposures to radioactive material" is used in this part to represent the entry of radioactive material into the body.

Item Number 12. If the individual was not monitored for exposure to radioactive material, you are requested to check the box to the left; otherwise, enter the following data:

Column Number 13. If bioassay results are reported (Column 16), you are requested to use the following format. Summarize by year, separately listing the number of measurements which indicated quantities or concentrations that were undetectable, i.e., in the detection system used, the radioactive process (if any) produced a response that you considered to be statistically indistinguishable from its background. In Column 13 enter each year bioassay was performed, including the year of termination. In Columns 14 through 16, use two lines for each year as in the example shown below: the upper line for detectable results and the lower line for those undetectable. In 16a and/or 16b, enter in the upper line, the number (including zero) of detectable measurements followed in parenthesis by the highest verified result, if any; enter in the lower line, the number (including zero) of measurements indicating undetectable amounts.

INSTRUCTIONS FOR COMPLETING NRC FORM 439 (Continued)

COLUMN NUMBER

13 (Continued)	Column 13	Column 14	Column 15	Column 16
				16a(1) 16a(2) 16b (pCi/L)
	1982	U-nat	"I"	0 lung 2(1)
				2 lung 10
	1983	U-nat(Th 234)	"I"	1(7) lung 4(b)
				1 lung 8
	1984	U-nat(Th 234)	"I"	2(14) lung 12(13)
				0 lung 0

Units for the numbers in parentheses shown in Column 16b are to be specified in the heading for Column 16b. If Columns 17 or 18 are completed, notations in Column 16 are unnecessary.

If the dose commitment (50-year integrated dose) is reported, indicate in Column 13 by beginning and ending dates (month, day, year) the period during which the associated radioactive material was taken into the body.

If annual doses are reported, enter in Column 13 the calendar year over which each dose was integrated, including the first and any succeeding years of this employment or work assignment and the year following the termination date.

For entries in Column 18 (intake), specify the reporting intervals (periods of exposure) during which the individual was exposed to concentrations of radioactive material, using annual increments up to the year of termination and increments not to exceed one quarter for the year in which the individual terminated. The periods of exposure for intakes should appear as follows:

ANNUAL: Indicate the month and year of the beginning date of exposure when showing annual increments (e.g., June 1983) and indicate the year only for subsequent annual increments.

QUARTER: For each completed quarter of the year of termination, indicate the quarter and year by date.

CURRENT QUARTER: Specify the beginning and ending dates of the actual exposure period (month, day, year).

Reported intakes which include only the quantities required to be assessed in accordance with §20.103(a)(3) are acceptable.

- 14 Identify the symbol used in 10 CFR Part 20, Appendix B, for the radionuclide or mixture of radionuclides for which in vivo and/or urinalysis measurements were performed (e.g., Co 60, U 235). If the measured quantity of activity for one radionuclide is also used to estimate other radionuclide quantities, identify the radionuclide actually measured in parentheses immediately after the radionuclide listed in Column 14. See the example given in the directions for Column 13 where U-nat(Th 234) is entered in Column 14 indicating that the uranium lung burden was determined from measurements of Th 234 photons.
- 15 Enter the form, S for soluble or I for insoluble, of the radionuclide to which the worker was exposed. If unknown, use quotes around the letter, thus indicating which concentration value in Part 20, Appendix B, Table 1, Column 1, was assumed to apply.
- 16, 17 & 18 These columns allow for the reporting of the results of the internal monitoring procedures in terms of bioassay results, dose estimates, or intake. You may use one or more of these methods.
- 16a(1) & a(2) For each year in which in vivo measurements were performed, as shown in Column 13, enter in Column 16a(1) the number of detectable measurements followed by the highest verified result (in nanocuries) in parentheses. On the next line in this column, enter the number of measurements that indicated undetectable amounts. Specify in Column 16a(2) the organ in which the indicated radionuclide was found. See the example given in the directions for Column 13.
- 16b First, enter the gravimetric or radiometric unit in which the urinalysis results are reported (e.g., micrograms per liter, nanocuries per liter) in the blank space of the heading for Column 16b. In Column 16b, for each year during which urinalyses were performed, enter the number of detectable results followed by the highest numerical value of the concentration in urine of the radionuclide listed in Column 14 for the year specified in Column 13. On the next line in this column, enter the number of measurements indicating undetectable amounts. See the example given in the directions for Column 13.
- 17a, b, & c Specify in Column 17c the organ or tissue receiving doses estimated in Column 17a or 17b. (Note that it is not necessary to provide both the committed and annual doses.) For Columns 17a and 17b you are requested to follow the procedures below: if any alternative procedures are used, describe them on the back of this form. In 17a, enter the dose integrated from t₁ to 50 years, where t₁ is the beginning date shown in Column 13. In 17b enter the dose integrated over each calendar year shown for this purpose in Column 13. Include the first and any succeeding years of this employment or work assignment and the year following the termination date. Base dose estimates on the quantity (as a minimum) of the radionuclide, Column 14, taken into the body at your facility(s) during this employment or work-assignment period.
- 18 Reporting of radionuclide intakes, as determined by air sampling, is not required by 10 CFR 20.408. However, if you choose to do so, indicate the time-weighted concentrations of radioactive material (i.e., MPC-hours) to which the individual was exposed during the time periods indicated in Column 13. Refer to the last paragraph of the instructions for Column 13 for the time intervals to be used. Complete Columns 13, 14, and 15 for each entry in Column 18.
- Item Number 19 a, b, c, d, or e As another option you may show the summation of non-nuclide-specific data in terms of a. percent of maximum permissible body burden (% MPBB); b. percent of maximum permissible organ burden (% MPOB); c. total exposure to time-weighted concentrations of radioactive material (MPC-hrs); or d. total radionuclide intake. These summations can be indicated as Item 19, rows a, b, c, or d, respectively. General statements such as "no significant intake was detected during the period covered by this report," can be shown in 19e. Any other bioassay results that cannot be reported elsewhere in Part III may also be entered in 19e or on the reverse of the form.
- Item Number 20 If you intend to send a copy of this report to the terminating individual to satisfy the notification requirements of 10 CFR §19.13, check the "Yes" box.

PRIVACY ACT STATEMENT

Pursuant to 5 U.S.C. 552a(e)(3), enacted into law by section 3 of the Privacy Act of 1974 (Public Law 93-579), the following statement is furnished to individuals and persons who supply information to the Nuclear Regulatory Commission on NRC Form 439. This information is maintained in a system of records designated as NRC-27 and described at 40 Federal Register 45344 (October 1, 1975).

- AUTHORITY:** Sections 53, 63, 65, 81, 103, 104, 161(b), and 161(c) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2073, 2093, 2095, 2111, 2133, 2134, 2201(b), and 2201(c)). The authority for soliciting the social security number is 10 CFR Part 20.
- PRINCIPAL PURPOSE(S):** The information is used by the NRC in its evaluation of the risk of radiation exposure associated with the licensed activity and in exercising its statutory responsibility to monitor and regulate the safety and health practices of its licensees. The data permit a meaningful comparison of both current and long-term exposure experience among types of licensees and among licensees within each type. Data on your exposure to radiation are available to you upon request.
- ROUTINE USES:** The information may be used to provide data to other Federal and State agencies involved in monitoring and/or evaluating radiation exposure received by individuals employed as radiation workers on a permanent or temporary basis and exposure received by monitored visitors. The information may also be disclosed to an appropriate Federal, State, or local agency in the event the information indicates a violation or potential violation of law and in the course of an administrative or judicial proceeding.
- WHETHER DISCLOSURE IS MANDATORY OR VOLUNTARY AND EFFECT OF NOT PROVIDING INFORMATION ON INDIVIDUAL OR PERSON:** It is voluntary that you furnish the requested information, including name, date of birth, and social security number. The social security number is used to ensure that NRC has an accurate identifier not subject to the coincidence of similar names or birth dates among the large number of persons on whom data is maintained. Please note, however, that the licensee must file a termination report containing certain required information such as social security number for each individual whose employment or work assignment has terminated and for whom personnel monitoring was required under 10 CFR §20.202. Failure of the licensee to provide the information under 10 CFR §20.202 and §20.408 may subject the licensee to enforcement action under 10 CFR §20.601.
- SYSTEM MANAGER(S) AND ADDRESS:** Director, Office of Nuclear Regulatory Research
U.S. Nuclear Regulatory Commission
Washington, DC 20555



Pennsylvania Power & Light Company

Two North Ninth Street • Allentown, PA 18101 • 215/770-5151

Director, Office of Nuclear Regulatory Research
Attention: Ms. Barbara G. Brooks
Occupational Radiation Protection Branch
Division of Radiation Programs and Earth Sciences
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

PA Power & Light
Susquehanna Steam Electric Station
PO Box 467
Berwick, PA 18603
Date of Report: 1-31-85 ES

OCCUPATIONAL RADIATION EXPOSURE REPORT

This is to inform you that while visiting or assigned to the Susquehanna Steam Electric Station, the individual listed below received the following occupational exposure to radiation:

AG-11

Name	Social Security No.	Date of Birth
<u>AG-11</u>	<u>SS</u>	09-02-49 <u>A3</u>

Our records indicate that personnel monitoring was not required for this individual.

External Exposure

Periods of Exposure	Whole Body (REM)	Skin (REM)	Extremity (REM)	Method of Monitoring*
From To				
<u>10-31-84</u> <u>10-31-84</u>	<u>01087</u>	<u>01087</u>	<u>000</u>	<u>TLD</u>
<u>12-4-84</u> <u>12-4-84</u>	<u>03087</u>	<u>03087</u>	<u>000</u>	<u>TLD</u>

Portion of TOTAL Received during terminating Quarter	Whole Body (REM)	Skin (REM)	Extremity (REM)	Method of Monitoring*
	<u>040</u>	<u>040</u>	<u>000</u>	<u>TLD</u>

*Monitoring by TLD unless otherwise noted.

Internal Exposure

- ☒ Less than 2% MPBB of all isotopes measured
☐ Greater than 2% MPBB - results attached
☐ Internal monitoring not required
☐ Termination bioassay information unavailable
 Reason: _____

This report is furnished to you under the provisions of the Nuclear Regulatory Commission regulations in 10CFR Part 19. You should preserve this report for future reference.

[Signature]
Health Physics Specialist - Dosimetry

HANCOCKS BRIDGE, NEW JERSEY 08038
 SALEM UNIT I OPERATING LICENSE # DPP70
 SALEM UNIT II OPERATING LICENSE # DPP75
 TERMINATION REPORT - DATE 8/26/85-83

TO: [REDACTED]
 ANDERSON SC 29624

FOR: [REDACTED] -H2 538 [REDACTED] 1-55
 BIRTH DATE: 7/30/47-H3
 ANDERSON SC 29624

PSE36 EMPLOYEE RESPONSIBILITY CENTER

SUBJECT: RADIATION EXPOSURE REPORT

PLEASE BE ADVISED THAT DURING THE FOLLOWING WORK PERIODS,
 YOU RECEIVED EXPOSURE TO IONIZING RADIATION AS MEASURED
 BY THERMOLUMINESCENT DOSIMETRY AS INDICATED BELOW:

** RECORDED/RECEIVED @ SALEM OR HOFF CREEK NUCLEAR GENERATING STATION **
 DEEP DOSE INCLUDES NEUTRON. DEEP DOSE IS INCLUDED IN EXTREMITY AND SHALLOW

	DEEP MREM	SHALLOW MREM	NEUTRON MREM	EXTREMITY -B3 MREM
CURRENT VISIT	B3-WB	B3-SK		
41- 1/29/79 TO 1/29/82-A4	1288-B4	3785-B7	20	1288-B7
	0.020-B6			
3rd QUARTER 1985 TO DATE	1.368-B7			
7/ 1/85 TO 8/26/85	0	0	0	0
1985 YEAR-TO-DATE				
1/ 1/85 TO 3/26/85	0	0	0	0
TOTAL FOR RECORDED PERIOD				
3/29/79 TO 1/29/82	1288	3785	20	1288


BIOASSAY RESULTS ATTACHED YES NO

1/29/79 TO 1/29/82 CURRENT VISIT INTERNAL EXPOSURE 0 MPC

1) THIS REPORT IS FURNISHED TO YOU UNDER THE PROVISIONS OF THE (X)
 2) NUCLEAR REGULATORY COMMISSION, REGULATION 10 CFR PART 19 (X)

** YOU SHOULD PRESERVE THIS REPORT FOR FURTHER REFERENCE **

1. DIRECTOR, OFFICE OF NUC REG RESEARCH
 U.S. NUCLEAR REGULATORY COMMISSION
 WASHINGTON, D. C. 20555


 A. G. GURNEY
 DOSIMETRY SUPERVISOR
 RADIATION PROTECTION SERVICE

FINAL EXPOSURE REPORT FOLLOWING EMPLOYMENT TERMINATION

ES-
REPORT DATE: 06NOV85
EMPLOYEE NAME: [REDACTED]
ADDRESS: [REDACTED] SOUTH HAVEN, MI 49090
SOCIAL SECURITY NO: [REDACTED] DATE OF BIRTH: 16MAR48 #3

TO WHOM IT MAY CONCERN:

According to Indiana & Michigan Electric Company records, the individual identified above was potentially exposed to ionizing radiation and radioactive material in the course of employment from 23SEP95 to 04OCT85 while at the Donald C. Cook Nuclear Plant in Bridgman, Michigan. The records indicate that the individual was exposed to 000.251 Rem whole body dose during that time. The records of exposure to external radiation, airborne radioactivity, and of the analyses of radioactive material retained in the body are shown on the attached report(s).

This report is furnished to you under the provisions of the Nuclear Regulatory Commission, Regulation 10CFR Part 19. You should preserve this report for future reference.

Very truly yours,

R. J. Clendinning for R.J.C.
R. J. Clendinning

Plant Radiation Protection Supervisor

cc: Director of Inspection and Enforcement
U.S. Nuclear Regulatory Commission
Washington, D.C. 20555

FINAL EXPOSURE REPORT FOLLOWING EMPLOYMENT TERMINATION

EMPLOYEE NAME: ^{A2} ~~████████████████████~~SOCIAL SECURITY NUMBER: ^{SS} ~~████████████████████~~BEGINNING EXPOSURE DATE FOR THIS STAY AT SITE: ^{A1} 23SEP85LAST EXPOSURE DATE FOR THIS STAY AT SITE: ^{A4} 04OCT85TOTAL WHOLE BODY RECEIVED THIS STAY AT SITE: 000.251 ^{B4/B7} Rem

RECORD EXPOSURE AT SITE BY QUARTER FOR THE LAST EIGHT QUARTERS:

Quarter Period	Gamma (Rem)	MPC (Hrs)	Beta (Rem)	Neutron (Rem)	Extremity (Rem)
01OCT85	00.127	000.0	00.013	00.000	00.127
01JUL85	00.124	000.0	00.000	00.000	00.124
01APR85	00.480	000.0	00.010	00.000	00.480
01JAN85	00.000	000.0	00.000	00.000	00.000
01OCT84	00.000	000.0	00.000	00.000	00.000
01JUL84	00.000	000.0	00.000	00.000	00.000
01APR84	00.000	000.0	00.000	00.000	00.000
01JAN84	00.000	000.0	00.000	00.000	00.000

DATE OF LAST WHOLE BODY COUNT: 23SEP85

RESULTS OF LAST WHOLE BODY COUNT:

Isotopes detected	Reading (Nano-Ci)	Percent MPBB
CS-137	3.000 2.0	0.0
CS-134	2.000 1.0	0.0

C3-00
C6-K

TOTAL PERCENT MPBB: 0.0

REMARKS:

INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE REPORT

Form 34812 (R7-84)

LICENSEE REPORTING:	Duke Power Company Nuclear Production Department P. O. Box 33189 Charlotte, N.C. 28212	Employee's Name	[REDACTED] 112
		Employee's Address:	Re 3 Kershaw, SC 29067
LICENSE NUMBER(S)	ONS: DPR 38, 47, 55 <input type="checkbox"/> MNS: NPF-9, 17 <input type="checkbox"/> CNS: NPF-2435 <input checked="" type="checkbox"/>	Social Security No.	[REDACTED] >>
		HP Badge No.	21382
		Date of Birth:	9.23.39 AS
EMPLOYER (if different from licensee)		Period of Year(s)	1984 to 1985
		Exposed/Employed:	

REQUIRED [10CFR 19.13 (d)] ☒

MONITORING ACCOMPLISHED BY: TLD ☒

REQUESTED [10CFR 19.13 (b or c)] ☐

Pocket Dosimeter ☐

PROMPT ESTIMATE [10CFR 19.13 (e)] ☐

Calculation ☐

EXTERNAL EXPOSURE INFORMATION					
Period(s) Of Exposure	Whole Body Dose (Rems)		*Skin Dose (Rems)	**Extremity Dose (Rems)	
	Gamma <i>B3-WB</i>	Neutron		Hand & Forearm	Feet & Ankles
<i>A1/B1</i> 6.2.84 to 6.30.84 ¹⁰²	0.000	37	0.000		
7.1.84 to 12.31.84	"MONITORING NOT REQUIRED"				
1.1.85 to 8.19.85	"MONITORING NOT REQUIRED"				
TOTALS:	0.000		0.000		

INTERNAL EXPOSURE INFORMATION

Organ(s)	LUNGS
Nuclides	NONE
Dose (Rems)	0.0

11-9-84

BODY BURDEN ANALYSIS NOT REQUIRED ☐

COPIES TO: NRC ☒
INDIVIDUAL ☒
EMPLOYER ☐

TO THE INDIVIDUAL NAMED ABOVE:

THIS REPORT IS FURNISHED TO YOU UNDER THE PROVISIONS OF THE NUCLEAR REGULATORY COMMISSION REGULATIONS 10 CFR, PART 19. YOU SHOULD PRESERVE THIS REPORT FOR FUTURE REFERENCE.

*Skin dose shown below is the sum of γ , β , n , doses.

**Total extremity dose is the sum of the extremity dose and the skin dose recorded below.

Lionel Lewis

SYSTEM HEALTH PHYSICIST

9.24.85 ES
DATE



NVLAU

Arizona Nuclear Power Project

P.O. BOX 52034 • PHOENIX, ARIZONA 85072-2034

STATION 6005

Mr. Robert ~~REDACTED~~ A2
 Peoria, Arizona 85345

Report Date: October 17, 1985 ES
 S.S.#: ~~REDACTED~~ 55
 DOB: August 21, 1952 A3

Dear Mr. Welch:

Please be advised that while assigned work at Palo Verde Nuclear Generating Station during the periods listed below, you received the following occupational exposure to ionizing radiation.

Periods of Exposure		Whole Body		Skin of W.B.	Extremities			
From	To	Gamma	Neutron		Hands Left Right	Feet Left Right		
11-15-83 to 12-31-83		0.000 B7	Not Monitored	0.000	0.000	0.000	0.000	0.000
1-1-84 to 12-31-84		0.000	Not Monitored	0.000	0.000	0.000	0.000	0.000
1-1-85 to 9-16-85 A4		0.000	Not Monitored	0.000	0.000	0.000	0.000	0.000
TOTALS		0.000		0.000	0.000	0.000	0.000	0.000

Monitoring was accomplished by Thermoluminescent Dosimetry, unless otherwise indicated. Skin includes non-penetrating and penetrating exposures. Extremities include penetrating extremity doses plus penetrating exposures received when the extremities were not specifically monitored. All exposures are reported in Rem.

Bioassay results No Significant Activity

This report is furnished to you under the provisions of the United States Nuclear Regulatory Commission regulation 10 CFR Part 19, entitled, "Notices, Instructions, and Reports to Workers; Inspections." You should preserve this report for further reference.

Sincerely,

Michael W. Lantz

Michael W. Lantz
 Radiation Protection Support Supervisor
 Palo Verde Nuclear Generating Station

cc: Personnel Exposure File

For Records Exposures Only:
 Director Office of Inspection and Enfo
 U.S. Nuclear Regulatory Commission
 Washington, D.C. 20555

"Accredited by the National Bureau of
 Accreditation Program for selected test
 Radiation Dosimetry Processing Services."

NOTE FOR DATA ENTRY

PLEASE KEY THE REMAINING REPORTS
 IN THIS PACKAGE AS PER TOP CODED
 SHEETS.