

U.S. DEPARTMENT OF ENERGY  
INTERAGENCY AGREEMENT FACE PAGE

Part of DOE '90 agreement

FUNDS-OUT INTERAGENCY AGREEMENT (IA)

Authority of the Economy Act of 1932  
as amended (31 USC 1535) P.L. 95-91 and MOU,  
7101 et. seq., USC 3036(d)

1. IDENTIFICATION

- a. DOE LA No.: DE-AI01-92EW10372
- b. Other agency LA No.:
- c. Modification No.: MASTER AGREEMENT
- d. Task order No.: Discrete Tasks Issued Separately
- e. 01-92EW10372.000

2. TYPE OF ACTION:

- New Award
- Modification
- Extension
- Other

3. PROJECT TITLE/DESCRIPTION:

The U.S. Army Corps of Engineers is to provide DOE with a broad range of technical assistance, management support and other support services for the Office of Environmental Restoration and Waste Management.

4. AGREEMENT PERIOD (month, day, year)

From: 10/1/92 To: 9/30/97

5. FINANCIAL

a. Accounting and Appropriation Data:

N/A

b. Funding sources

	\$	
	\$	
	\$	
DOE See Item VII	\$	0
Agency	\$	0

Total Funding (This Instrument) \$ 0

c. Method of Payment:

- Advance
- Reimbursement
- Progress

d. Amount obligated this action: \$ 0

e. Invoices, if any, submit to:

Department of Energy  
Office of the Controller  
P.O. Box 2500, Germantown, MD 20767

f. Voucher Form to be used:

SF-1081

6. DOE PROGRAM OFFICER

Name: Vincent Fayne, EM-54  
U.S. Department of Energy  
Address: Office of Oversight and Self-Assessment  
1000 Independence Avenue, N.W.  
Washington, D.C. 20585  
Telephone Number: (202) 586-0126

7. PERFORMING AGENCY

a. Name: U.S. Army Corps of Engineers  
Environmental Restoration Division  
b. Address: 20 Massachusetts Avenue, N.W.  
Washington, D.C. 20314-1000

Attention: Nancy Pomerleau

c. Program Director

Name: Nancy Pomerleau

Address: Same as above

Telephone No.:

8. ISSUING AGENCY:

Department of Energy (DOE), Calvin Lee  
Office of Placement and Administration, PR-322.3  
1000 Independence Avenue, S.W.  
Washington, D.C. 20585

9. PERFORMING AGENCY ACCEPTANCE:

Michael H Fellows 27-SEP 1992  
(signature) (date)

Name (typewritten): Michael H. Fellows.

(typewritten): Colonel

Phone: (202) 272-0579

10. DOE CONTRACTING OFFICER:

Richard G. Lewis 9/30/92  
(signature) (date)

Name (typewritten): Richard G. Lewis

Title (typewritten): Contracting Officer

Basic Award Is Issued Contemporaneously With  
Modification A001 - Task Assignment 100

**I. PURPOSE.**

The purpose of this Master Interagency Agreement (Master IAG) is to delineate a broad range of management, technical, and support services which the United States Army Corps of Engineers (USACE) will provide to the Headquarters, Department of Energy, Office of the Assistant Secretary for Environmental Restoration and Waste Management in connection with DOE's Environmental Restoration and Waste Management Program. This agreement is implemented pursuant to the Memorandum of Understanding, dated July 12, 1990, between the Department of the Army and DOE, and is entered pursuant to 42 U.S.C. 7101 et. seq., 31 U.S.C. 1535, and 10 U.S.C. 3036 (d). A copy of the MOU is attached to this Master IAG as Attachment B. Task Orders issued under this Master IAG will request support to be provided by USACE for programs of mutual interest to be performed at Headquarters USACE and USACE and DOE field locations.

**II. SCOPE OF WORK.**

This Master IAG does not authorize any specific work to be performed by the USACE for DOE. All work to be performed by USACE pursuant to this Master IAG will be the subject of Task Orders issued in writing by the DOE Contracting Officer.

The support which USACE will provide to DOE includes support to DOE Headquarters for the Environmental Restoration and Waste Management (ERWM) Program. Nothing in this agreement shall be construed to require DOE to use the services of USACE, nor to require USACE to accept assignments from DOE. Examples of work to be authorized by DOE via Task Orders include:

- a. Providing staff at USACE Headquarters, as required, (with funding provided by DOE Headquarters for salaries and expenses) to act as a liaison with DOE-HQ in managing USACE support to the ERWM program, under the provisions of the MOU and any subordinate interagency agreements;
- b. Providing staff at Division and District Offices, as required, (with funding provided by DOE-HQ for salaries and expenses) to manage and execute ERWM program activities as assigned by DOE-HQ for DOE Headquarters;
- c. Providing technical assistance related to the planning, engineering, design, and construction of environmental restoration and waste management projects at DOE facilities;

- d. Executing program activities such as, but not limited to:
- (1) Providing independent cost estimates and an independent review of cost estimates prepared by DOE and/or its contractors and their subcontractors;
  - (2) Reviewing projects to determine conformance with value engineering requirements and to assist and/or perform value engineering studies; and
  - (3) Furnishing other related services, to include real estate services, research and development, procurement, and training.

#### Specific Items of Work

The aforementioned scope of work will be directed through Task Orders under the following subtasks.

- Subtask 1. Provide management and support services in the area of coordination and oversight to the Assistant Secretary for Environmental Restoration and Waste Management (EM-1).
- Subtask 2. Provide technical and support services in the area of engineering and cost evaluation to the Deputy Assistant Secretary for Oversight and Self-Assessment (EM-20).
- Subtask 3. Provide technical and support services in the area of waste management to the Deputy Assistant Secretary for Waste Management (EM-30).
- Subtask 4. Provide technical and support services in the area of environmental restoration to the Deputy Assistant Secretary for Environmental Restoration (EM-40).
- Subtask 5. Provide technical and support services in the areas of technology development and transportation management to the Deputy Assistant Secretary for Technology Development (EM-50).
- Subtask 6. Provide technical and support services in the area of facility transition planning and management to the Deputy Assistant Secretary for Facility Transition and Management (EM-60).

### III. **TASK ORDERS**

Task Orders issued pursuant to this Master IAG shall include the following information, as required: identification of

due dates of reports and deliverables due under the Task Order, the estimated cost to perform the Task Orders, the period of performance of Task Order, funding source, amount of funds, and the name of the project manager and program office requesting the work. Task Orders shall be mutually agreed to by both parties and shall be issued under this agreement by the DOE Contracting Officer using DOE Form MA-F-4200.2. USACE shall be required to acknowledge receipt and acceptance of the Task Order by signing the block at the bottom of DOE's transmittal letter. Task Orders shall be signed by the DOE Contracting Officer. USACE is not authorized to expend costs in excess of the estimated cost of the Task Order without the written approval of the DOE Contracting Officer.

**IV. EFFECTIVE DATE**

This agreement is effective on the date of the last signature by both parties (see item 4, DOE Form 1270.1, Interagency Agreement Face Page).

**V. LIABILITY**

If any liability is imposed on the United States relating to USACE assistance or services under this agreement, the USACE will accept accountability for its actions, but DOE shall remain responsible as the program proponent for seeking any appropriations and providing such funds for any liability that occurs at a DOE site, in accordance with paragraph XI, as are necessary to discharge this liability.

**VI. RECORDKEEPING AND REPORTING REQUIREMENTS**

USACE will retain detailed and accurate records of all expenses incurred under this agreement. This documentation shall be available for audit or verification upon request by USACE or DOE officials. The USACE will provide the DOE with monthly status reports containing a narrative description, milestone reports, and cost reports for the activities conducted under this agreement.

**VII. COST**

The total estimated cost for accomplishing the task orders to be assigned under this Master IAG shall not exceed \$50,000,000.00, subject to fiscal year availability of appropriated funds. Individual task orders will identify the estimated cost of each project. Costs in excess of the stated estimated cost of each task order may not be charged to DOE without the written approval of the DOE contracting officer. Funding of all task orders will be subject to the availability of appropriated funds.

VIII. **DELIVERABLES/REPORTS**

The requirements for reports and deliverables will be reflected in the individual Task Orders.

In addition to individual Task Order reporting requirements, USACE shall also deliver one copy and one reproducible master of all the scientific and technical progress reports and the final report to the Technical Information Center at the following address.

U.S. Department of Energy  
Technical Information Center (TIC)  
Special Assistance for Reproduction and  
Processing  
Post Office Box 62  
Oak Ridge, Tennessee 37830

IX. **PROGRAM OFFICERS**

DOE and USACE - See items 6 and 7, of DOE Form 1270.1, "Interagency Agreement Face Page".

X. **OBLIGATION OF FUNDS**

No funds will be obligated with this Master IA.

Funds committed to the Task Orders that flow from this Master IA shall have separate accounting and appropriation data shown in Block 5a, of the DOE Form 1270.1, "Interagency Agreement Face Page" and in the individual Task Orders.

B. Total amount obligated by other agencies -0-

TOTAL OF ALL ITEMS.....\$ -0-

XI. **PAYMENT**

Payments shall be made on the basis of the actual costs incurred for each ERWM program office task order placed under this agreement. The USACE shall request reimbursement of actual costs using the Standard Form 1080, "Voucher for Transfers Between Appropriations and/or Funds". The SF-1080 submitted by USACE shall contain the following information:

A . DOE Accounting Appropriation Data, see block 5(a) of DOE Form 1270.1, "Interagency Agreement Face Page". Also, include the Accounting Appropriation Data that is on the Task Order.

- B. LOE Interagency Agreement Number, see block 1(a) of DOE Form 1270.1, "Interagency Agreement Face Page". Also, the Task Order number shall be included in this section.
- C. DOE mail address, see block 5(e) of DOE Form 1270.1, "Interagency Agreement Face Page".
- D. Method of Payment, Reimbursement.

USACE shall provide billings to DOE on a monthly basis by providing each ERWM Program Office with one bill containing a summary of costs for each task order issued under this agreement.

## **XII. PROCUREMENT POLICY**

The USACE may contract for portions of the work defined in a scope of work. The USACE shall encourage competition and award contracts in accordance with the Federal Acquisition Regulations (FAR), as implemented by the Department of Defense Supplement to the FAR and the USACE policies and procedures that derive from these regulations. Likewise, USACE will be required to adhere to the FAR Subpart 7.3 requirement. The USACE shall make any determinations and findings required by law or regulations and shall be responsible for contract management. The USACE shall retain contract administration responsibilities for contracts awarded by the USACE until such contracts have been terminated or their performance is completed and all contract claims have been resolved.

## **XIII. DISPUTE RESOLUTION**

The parties shall use their best efforts to resolve disputes arising under this agreement through discussion at the lowest appropriate organizational level. Disputes that cannot be resolved through such efforts will be elevated to a higher authority for resolution consistent with the organizational chain of command.

## **XIV. DOCUMENTS ATTACHED AND PART OF THIS AGREEMENT**

- A. General Provisions for IA's.
- B. Memorandum of Understanding, July 12, 1990.

## **XV. DURATION OF AGREEMENT**

The period of performance for this agreement is as indicated in Item 4 of the DOE Form 1270.1, "Interagency Agreement Face Page".

**XVI. DOCUMENTS INCORPORATED BY REFERENCE**

Documents incorporated by reference in any of the above documents have the same force and effect as if physically included within the agreement.

**XVII. OTHER**

a. The "30 days written termination notification" specified in Item 8, Termination, of the General Provisions for DOE Interagency Agreement (IA) is hereby replaced by "90 days written termination notification". The remaining terms and conditions specified in Item 8 remain unchanged.

b. This agreement may be modified or amended by written agreement between DOE and USACE and may be terminated by mutual agreement of DOE and USACE, or by either party upon 90-day written notice to the other.

c. DOE shall retain the responsibility to determine the scope of services to be provided and may unilaterally delete any portion of the scope of work or terminate the performance of any scope of work prior to its completion.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF ENERGY

AND THE

U.S. DEPARTMENT OF THE ARMY

*Revised  
Jul 90*

SUBJECT: Support for the U.S. Department of Energy's Environmental Restoration and Waste Management Program

1. PURPOSE: The purpose of this Memorandum of Understanding (MOU) is to define the support the U.S. Department of the Army (DA), acting through the U.S. Army Corps of Engineers (USACE), will provide the U.S. Department of Energy (DOE) in connection with DOE's Environmental Restoration and Waste Management Program (the Program). This MOU is entered pursuant to 42 U.S.C. 7101 et. seq., 31 U.S.C. 1535, and 10 U.S.C. 3036(d).

2. SCOPE: The support which USACE will provide to DOE includes support to DOE Headquarters, Operations Offices, and subordinate installations. Nothing in this MOU shall be construed to require DOE to use the services of USACE, nor to require USACE to accept assignments from DOE.

3. RESPONSIBILITIES:

a. DOE is responsible for:

(1) Program Definition and Implementation. DOE remains responsible for overall management and implementation of the Program. These responsibilities include, but are not limited to, definition of the Program scope, establishment of priorities, and development of guidance for Program implementation.

(2) Tasking and Guidance. DOE will be responsible for determining the specific services to be requested from USACE for DOE Headquarters, Operations Offices, or subordinate installations. DOE will provide USACE with statements of specific project management responsibilities concerning environmental restoration and waste management.



- (3) Management of the Program.
- (4) Public affairs as further specified in paragraph 9 of this MOU.

b. USACE's responsibilities will be set forth in Interagency Agreements (IAs) that specify one or more individual tasks. USACE's responsibilities may include any of the following:

- (1) Providing management services to DOE Headquarters.
- (2) Providing technical assistance related to the planning, engineering, design, and construction of environmental restoration and waste management projects at DOE facilities.
- (3) Executing Program activities as assigned by DOE Headquarters, Operations Offices, and subordinate installations. This may include, but is not limited to:
  - (a) Preparing cost estimates;
  - (b) Furnishing assistance with respect to necessary permits;
  - (c) Developing work plans;
  - (d) Performing environmental studies;
  - (e) Designing and constructing remediation and waste management projects; and
  - (f) Furnishing other related services, such as real estate services, research and development, procurement, and training.
- (4) To the extent agreed by USACE, support will be provided to DOE through a combination of contract and in-house effort. Unless otherwise required by law, all contract work undertaken by USACE shall be performed in accordance with DA procurement policies and procedures. All contracts entered into by USACE will be coordinated with DOE.

4. REPORTING: USACE will provide DOE with status reports on tasks assigned to USACE in IAs, including providing financial reports on all funds received, obligated, and expended.

5. RESOURCE MANAGEMENT: DOE will support USACE manpower requests for tasks assigned in IAs. Financial resources will be provided to USACE by DOE in advance of USACE incurring any obligation for work.

6. PROGRAM FUNDING: IAs will identify required funds to complete specific tasks. Any funds remaining upon termination or completion of an IA shall be returned to DOE, following closure of any USACE contracts issued under that IA. DOE and DA will cooperate in the development and support of budget requests to the Congress and the Office of Management and Budget with respect to projects on which the two agencies collaborate.

7. MANAGEMENT ARRANGEMENTS: IAs will provide for direct communication between DOE and USACE officials involved in managing specific work to be performed. IAs will include project plans with sufficient detail to serve as project documentation and to set forth specific arrangements for project implementation. Project plans will also set forth procedures for cooperating with other agencies when decisions by those agencies are required.

8. PATENTS AND TECHNICAL DATA: It is the policy of DOE to make the results of any research, development, or demonstration work under this MOU available to the public, consistent with applicable laws and regulations. DOE has specific statutory patent policy applicable to these matters, and therefore ordinarily, DOE patent policy shall apply. All patent and technical data matters which may arise under IAs and related procurements shall be coordinated between DA and DOE patent counsel. Rights to inventions made by employees of either agency shall be determined by the employing agency.

9. PUBLIC INFORMATION COORDINATION: Decisions on disclosure of information to the public regarding actions taken under this MOU will be made in accordance with applicable laws and regulations, following consultation between DOE and USACE public affairs/press office representatives. DOE will be responsible for congressional liaison and public announcements. USACE may, however, make public announcements associated with the solicitation and contract award process.

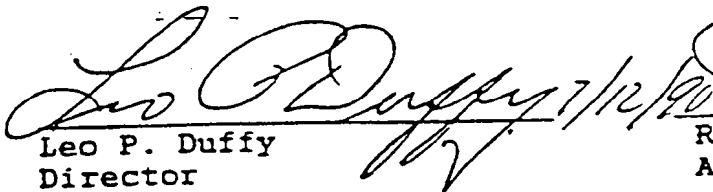
10. AMENDMENT AND TERMINATION: This MOU may be modified or amended by written agreement between DOE and DA, and may be terminated by mutual agreement of DOE and DA, or by either party upon 90-day written notice to the other.

11. IMPLEMENTATION: DOE and USACE will issue instructions to their respective field organizations concerning implementation of this MOU.

12. EFFECTIVE DATE: This MOU is effective on the date of the last signature below.

U.S. Department of Energy

U.S. Department of the Army

 7/12/90

Leo P. Duffy  
Director  
Office of Environmental  
Restoration and Waste  
Management

 7/12/90

Robert W. Page  
Assistant Secretary of the  
Army (Civil Works)

GENERAL PROVISIONS  
FOR DOE INTERAGENCY AGREEMENT (IA)

1. Definitions. For purposes of this agreement, "DOE" means the United States Department of Energy or any duly authorized representative thereof, and "Agency" means the performing agency stated in the agreement or any duly authorized representative thereof.
2. Cost Chargeable to DOE Funds. Direct costs are those that can be directly identified with and charged to the work under the agreement and within the limitations set forth below. Examples of such costs are salaries, wages, technical services, materials, travel and transportation, communications, and any facilities and equipment expressly approved or purchase under the interagency agreement.
  - a. Expenditures for domestic travel expected to exceed \$1,000 per individual trip shall not be allowable hereunder without prior written approval of the DOE Contracting Officer.
  - b. Foreign travel costs are allowable only when the trip has received the advance approval of the DOE Contracting Officer.
  - c. Reimbursement for expenditures at technical meetings and seminars at which attendance is not required by DOE shall be allowable without prior written approval of the DOE Contracting Officer.
3. Financing. DOE will finance programs on a reimbursable basis when acceptable to the other agency. If the reimbursable basis is not acceptable, however, then DOE will finance the work by a Consolidated Working Fund Advance, preferably on a quarterly basis, or by an appropriation transfer or transfer appropriation. DOE will reimburse or will make available, in advance, the amount specified in the Interagency Agreement incorporating these general provisions. Requests for funds shall show separately the amount required for (a) operating costs, (b) capital equipment (as defined in 9 below), and (c) acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
  - a. Vouchers for payment will be submitted on the agreed upon form.
  - b. Any funds advanced which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the agency if the IA is amended by the DOE to extend the period of performance for the research project or any other work beyond the original completion date. Request for such time extensions should be made to the DOE by the agency at least 30 days prior to the end of the performance period.

- c. Any advanced funds remaining for a continuing research project or any other work remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended.
  - d. Any advanced funds remaining after the completion of a research project shall be reimbursed to the DOE.
4. Notice of Costs Approaching Total Estimated Costs. Whenever the agency has reason to believe that the total cost of the work under this agreement will be substantially greater or less than the presently estimated cost of the work, the agency shall promptly notify the DOE in writing. The agency shall also notify the DOE, in writing, when the aggregate cost incurred and outstanding commitments allowable under this agreement equal 90 percent (or such other percentage as the DOE may from time to time establish by notice to the agency) of the presently estimated total costs under this agreement. When the costs incurred and outstanding commitments equal 100 percent of such estimated total costs, the agency shall make no further commitments or expenditures (except to meet existing commitments) and shall be excused from further performance of the work unless and until the DOE shall increase the total estimated costs to be incurred with respect to this agreement.
  5. Excess Funds. The agency shall take prompt action to return to the DOE any funds determined to be excess to the work during the performance of the work and any unobligated funds after the completion of the agreement or as of September 30 each year unless the agreement has been extended and any unused balances have been carried forward in the extension. In a joint venture project where the performing agency deposits the advance in any annual consolidated working funds, any unobligated balances shall be returned to the DOE before the cutoff date at the close of each fiscal year.
  6. Financial Reports. The agency shall furnish the DOE, not later than 15 days after the close of each reporting period, monthly or other periodic cost or financial reports in such form and detail as may be required by the DOE. Any costs incurred for capital equipment or other assets shall be supported by a list showing the description, make, any serial number, and the cost of each item acquired.
  7. Accounting Records. The agency shall accumulate and account for obligations and costs incurred in connection with the work being performed under this agreement in such form and detail as may be required by the DOE.
  8. Termination. The DOE may terminate this agreement upon 30 days written notice of such termination addressed to the agency. In the event of such termination the agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the agreement would have expired if not terminated under this paragraph, which the agency, in the exercise of due diligence, is unable to cancel. Payments under this agreement, including payments under this article, shall not exceed the ceiling amount elsewhere specified in this agreement.

9. Capital Equipment.

- a. "Capital Equipment" means each item of equipment which is expected to have an extended period of service, generally a year or more, and has sufficient monetary value, generally of \$500 or more, to justify continuing accounting records for the item.
- b. Unless expressly authorized by the Contracting Officer in advance, the agency shall not be reimbursed or use funds made available under this agreement for the procurement or fabrication of capital equipment.
- c. If capital equipment is purchased or otherwise acquired pursuant to an authorization under paragraph (b) above, except as may be otherwise agreed by the DOE and the agency.
  - (1) the title thereto shall vest in the DOE,
  - (2) the agency shall be responsible for the maintenance and safeguarding thereof, and
  - (3) the agency shall maintain a record in such a manner as to insure adequate control and accounting satisfactory to the DOE, of capital equipment procured or fabricated.

10. Real Property and Facilities.

- a. Unless expressly authorized by the Contracting Office in advance, the agency shall not be reimbursed or use funds made available under this agreement for the acquisition or condemnation of any real property or any facility or for plant or facility acquisition, construction or expansion.
- b. If the agency acquires or condemns any real property or any facility or acquires, constructs, or expands any plant or facility pursuant to an authorization under (a) above, except as may be otherwise agreed by the DOE and the agency.
  - (1) title thereto shall vest in the DOE, and property accountability and control shall become the responsibility of the DOE,
  - (2) the agency shall be responsible for the maintenance and safeguarding thereof, and
  - (3) the agency shall maintain a record thereof in such a manner as to insure adequate control and accounting satisfactory to the DOE.

11. Security of Restricted Data.

- a. **CONTRACTING AGENCY'S DUTY TO SAFEGUARD RESTRICTED DATA, FORMERLY RESTRICTED DATA, AND OTHER CLASSIFIED INFORMATION.** The agency shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding restricted data, formerly restricted

data, and other classified information, and protecting against sabotage, espionage, loss and theft of the classified documents and material in the agency's possession in connection with the performance of work under this agreement.

Except as otherwise expressly provided in this agreement, the agency shall upon completion or termination of this agreement, transmit to DOE any classified matter in the possession of the agency or any person under the agency's control in connection with performance of this agreement. If retention by the agency of any classified matter is required after the completion or termination of the agreement and such retention is approved by the DOE, the agency will complete a certificate of possession to be furnished to DOE specifying the classified matter to be retained. The certification shall identify the items and types or categories of matter retained, the conditions governing the retention of the matter and the period of retention, if known. If the retention is approved by the DOE, the security provisions of the agreement will continue to apply to the matter retained.

- b. **REGULATIONS.** The agency agrees to conform to all security regulations and requirements of DOE.
- c. **DEFINITION OF RESTRICTED DATA.** The term "restricted data," as used in this clause, means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the restricted data category pursuant to Section 142 of the Atomic Energy Act of 1954.
- d. **DEFINITION OF FORMERLY RESTRICTED DATA.** The term "formerly restricted data," as used in this clause, means all data removed from the restricted data category under Section 142d of the Atomic Energy Act of 1954, as amended.
- e. **SECURITY CLEARANCE OF PERSONNEL.** The agency shall not permit any individual to have access to restricted data, formerly restricted data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the DOE's regulations or requirements which apply to the particular type or category of classified information to which access is required.
- f. **CRIMINAL LIABILITY.** It is understood that disclosures of restricted data, formerly restricted data, or other classified material relating to the work or services hereunder to any person not entitled to receive it, or failure to safeguard any restricted data, formerly restricted data, or other classified material that control in connection with the work under this agreement, may subject any representatives of the agency, its agents, employees or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2100 et seq., 18 U.S.C. 793 and 794, and Executive Order 11652.)

- g. **CONTRACTS AND PURCHASE ORDERS.** Except as otherwise authorized in writing by DOE, the agency shall insert provisions similar to the foregoing in all contracts and purchase orders under this agreement.
  - h. **SECURITY REQUIREMENTS FOR PROPRIETARY ENERGY DATA.** The agency shall safeguard DOE limited official use information, or other proprietary or sensitive data (including material relating to patents), from unauthorized access, disclosure, modification or destruction in accordance with applicable DOE security regulations, orders and directives.
  - i. **COMPUTER SECURITY REQUIREMENTS.** In the event that this agreement involves utilization of a DOE computer system, the agency will establish administrative, technical and physical security procedures in accordance with DOE regulations to ensure against access to DOE information to individuals not formally authorized by DOE to possess such information.
12. **CLASSIFICATION.** In the performance of the work under this agreement, the agency shall assign or obtain classifications to all documents, material, and equipment originated or generated by the agency in accordance with classification guidance furnished to the agency by the DOE. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, or equipment shall include a provision to the effect that in the performance of such subcontract or purchase order, the subcontractor or supplier shall assign classifications to all such documents, material, and equipment in accordance with classification guidance furnished to such subcontractor or supplier by the agency.
  13. **TECHNICAL PROGRESS REPORTS - PUBLICATION.** The agency will make such reports to the DOE on the progress of the of the work under this agreement as may be mutually agreed upon.

It is the policy of DOE to make the results of the research, development and demonstration work contemplated under interagency agreements broadly available to the scientific, technical and engineering community and others through the timely publication of reports or journal articles. All publications and engineering materials prepared under the IA will be freely exchanged and made available for public sale unless classified, and a minimum of two copies sent to the DOE Technical Information Center (TIC), P.O. Box 62, Oak Ridge, Tennessee 37830. Each IA technical report issued and each task order technical report issued pursuant to a master IA will be accompanied by a DOE Form 537 and a statement describing the technical reports delivered and will be sent to TIC for incorporation into the Technical Information Management System (TIMS).

14. **ENVIRONMENTAL, SAFETY AND HEALTH REQUIREMENTS.** DOE will not assume responsibility for prescribing and/or enforcing environmental safety and health requirements for operators of other agency facilities engaged in the performance of DOE work.