

TERMS AND CONDITIONS

I. PURPOSE

This agreement sets forth the terms and conditions under which the National Archives and Records Administration's (NARA) records centers shall store and service records which remain in the legal custody of the, **Department of Energy** hereafter referred to in this document as the customer agency. Terms in italics are defined in Attachment A to this agreement.

II. COVERAGE

This agreement shall become effective on October 1, 2007, and shall continue through September 30, 2008. This agreement covers customer *agency records* stored and serviced in NARA's Federal Records Centers (including the Washington National Records Center and the National Personnel Records Center) where legal ownership of the records remains with the customer agency. In some instances, regional or local agreements may supersede or augment this agreement. This agreement shall be updated annually, but may be amended sooner if deemed necessary by NARA or the customer agency.

A fully executed agreement or an acceptable substitute (such as a purchase order) is to be in place by October 12, 2007. If an agreement or an acceptable substitute is not in place by that date, then NARA may institute a policy of suspending records center services until the agreement or an acceptable substitute is in place.

III. FEDERAL RECORDS CENTER STORAGE AND SERVICES

A. Storage

1. NARA shall store records of the customer agency, which currently include **Record Groups 201, 305, 326, 387, 388, 430, 434 and 447** in a safe and secure environment which meets the requirements outlined in 36 CFR part 1228.
2. Unless arrangements have been made with the customer agency, NARA shall store the customer agency's records in the NARA Federal Records Center that is designated to serve the geographic area in which the records originated or were maintained by the customer agency. A directory that indicates the geographic areas served by each NARA Federal Records Center can be found as Attachment B to this agreement.
3. NARA shall assist the customer agency in properly implementing, managing, and removing disposition freezes placed on Federal records by court order or agency directives. Agencies shall notify NARA when the freeze should be lifted. NARA will generally provide assistance involving freezes without imposing additional charges.
4. Extracts from automated reports shall be made available to the customer agency as needed. NARA will generally provide extracts from automated reporting systems without imposing additional charges.
5. For billing purposes, NARA shall charge the customer agency based on the volume of records stored. Separate storage fees are assigned to *Classified, Non-Textual Environmentally Controlled*, and *Electronic Records Vault* holdings.
6. [Reserved for specific agency storage requirements or locations]

B. Services

1. NARA shall provide the customer agency with the following services:

a. *Transferring*

(1) To initiate a retirement of records, the customer agency must submit a *Standard Form 135 (SF 135) Records Transmittal and Receipt*, to the appropriate NARA Federal Records Center. (See Attachment B for addresses, phone numbers, names of contacts, e-mail addresses, and the geographic areas served by each center.) The SF 135 must be completed according to NARA instructions. Acceptable methods of transmittal include but are not limited to mail through the United States Postal Service, express delivery services, fax, or as an email attachment. (If submitting the *SF 135* via email or fax, the customer agency should ensure the *SF 135* along with a photocopy, is placed in the box 1 of the *Transfer* when the records are shipped). Proposed transfers of *scheduled permanent* and/or *unscheduled* records must include a detailed box listing attached to the *SF 135*. Additional guidance on transmitting *SFs 135* and preparing records for shipment is available from each NARA records center. An electronic SF 135 can be found at http://www.archives.gov/records_center_program/forms/sf_135_intro.html

(2) NARA shall *process* submitted *SFs 135*, either by approving the *Transfer* or initiating corrective action, within 10 business days of receipt.

(3) Once approval has been granted via the *SF 135*, the customer agency may ship the *transfer(s)* to the appropriate NARA Federal Records Center. Shipping methods include but are not limited to services provided by the United States Postal Service, express delivery services, or freight carriers. Additional guidance on labeling boxes and shipping records is available from each NARA Federal Records Center. Some shipments may require providing advance notice to the NARA Federal Records Center. Special arrangements for the shipping and handling of classified records may be made with the receiving NARA Federal Records Center on a case-by-case basis. Shipping costs are the responsibility of the customer agency.

(4) If approved *transfers* are not received within 90 calendar days of approval of the *SF 135*, records center staff may contact the customer agency to determine the cause of the delay and recommend appropriate action.

(5) The customer agency shall maintain its own collection of *SFs 135* for all of the records it ships to NARA. However, each NARA Federal Records Center shall maintain a comprehensive collection of *SFs 135* for the customer agency records in its holdings. Copies of *SFs 135* may be provided on a fee basis.

(6) The customer agency shall internally maintain a detailed box listing of, or index to, all records for each *transfer* that is retired to a NARA Federal Records Center. When practical, the customer agency shall provide NARA with a copy of this document by placing it in the first box of the *transfer* to which it pertains. The copy provided to NARA shall serve as an off-site backup copy for the customer agency. As cited in item (1), proposed transfers of scheduled permanent or unscheduled records must include a detailed box listing attached to the *SF 135*.

(7) For billing purposes, a *Processing Fee* is applied to each separate transfer submitted for processing by the customer agency. A *Transfer* fee is applied per cubic foot for records shipped to NARA. A separate Transfer fee is assigned to *Classified* records. For customers in the Washington, DC metropolitan area, a pick up service for transfers is available for

volumes greater than 25 cubic feet. A *specialized shipping and handling* fee is applied for pick up service provided by the WNRC trucks.

b. Disposal

(1) Ninety calendar days prior to a *transfer's* scheduled *disposal* date, NARA shall notify the customer agency by sending NA Form 13001 *Notice of Intent to Destroy Records* to the customer agency's records officer or other designee. It is the customer agency's responsibility to keep NARA informed of any address changes as they occur.

(2) Records shall be destroyed within 90 calendar days of eligibility, as determined by the applicable records disposition schedule and NARA receipt of written concurrence from the customer agency, whichever comes later.

(3) If NARA is unable to accomplish the *disposal* of the customer agency's records within 90 calendar days of their becoming eligible for *disposal*, the customer agency shall not be responsible for the storage costs of these disposable records beyond the initial 90 day period. If, however, any records are retained beyond the 90-day period at the request of or for the benefit of the customer agency, including, but not limited to court-ordered freezes, normal storage charges shall continue to apply. Under circumstances where an ordered freeze has been lifted, NARA will negotiate with the customer agency to establish a reasonable time frame within which the disposal will be accomplished.

(4) NARA shall dispose of all temporary records in accordance with Federal regulations and as specified in the records schedule item cited on the disposal notice. NARA shall also ensure that access to the records is restricted throughout the *disposal* process. *Disposal* shall occur under contract with a wastepaper or other recycling company or by NARA.

(5) NARA shall provide *disposal* witnessing services when required by Federal regulations. Unless instructed otherwise in writing, NARA will provide contractor witness disposal.

(6) NARA may require additional reimbursement from the customer agency for the *disposal* of non-textual media and textual records which contain a significant amount of non-textual material that must be removed prior to shredding (clips, binders, mylar, and other non-paper materials). In such instances, NARA shall notify the customer agency in advance that additional charges are warranted.

(7) NARA shall follow the procedures established in the current NARA Information Security Manual, for the disposal of security classified materials, and Executive Order 12958 - Classified National Security Information,

(8) For billing purposes, a *disposition* fee is applied per cubic foot for records properly destroyed by NARA. A separate *disposition* fee is assigned to *Classified* records.

c. Accessioning of Scheduled Permanent Records to the National Archives of the United States

(1) NARA will notify the customer agency when *transfers* become eligible for *accessioning* into the National Archives of the United States (as determined by the applicable records schedule) by forwarding to the agency a SF 258, Agreement to Transfer Records to the National Archives of the United States. NARA will forward the SF 258 to the customer agency at the beginning of the fiscal year.

- (2) Records will be *accessioned* into the National Archives of the United States on a quarterly schedule. October, January, April, and July are the beginning of each quarter.
- (3) For records to be *accessioned*, NARA must receive the agency records officer's signed and completed SF 258 by September 30th for the October-December quarter; December 31st for January-March quarter; March 31st for the April-June quarter; and by June 30th for the July-September quarter.
- (4) If NARA is unable to accomplish the *accessioning* of the customer agency's records within the applicable quarter, the customer agency shall not be responsible for the storage costs of these records beyond the initial quarter.
- (5) The customer agency will pay the *disposition* fee for all *accessions* whether they are completed in the applicable quarter or later.
- (6) If the customer agency declines to *accession* all or any part of the records requested on the SF 258, it will notify NARA in writing of the declination and propose to the appropriate NARA records center facility a new *accession* date for the particular records at issue. The customer agency will continue to be responsible for storage charges for declined records until an *accession* is authorized via a signed SF 258
- (7) NARA shall follow all applicable security procedures to the physical *accessioning* and storage of security classified permanent records to the National Archives of the United States.
- (8) NARA will attempt to remind the customer agency once when a signed and completed SF 258 has not been received.
- (9) For billing purposes, a *disposition* fee is applied per cubic foot for records accessioned to the National Archives of the United States. A separate *disposition* fee is assigned to *Classified* records. The *disposition* fee covers costs incurred by the NARA records centers only; all other costs associated with accessioning records into the National Archives of the United States are borne by NARA and are not charged to the customer agency.

d. Permanent Withdrawal

- (1) The customer agency may submit a request for the *permanent withdrawal* of individual boxes of customer agency records from the physical custody of the NARA FRCP using an Optional Form 11 (OF-11) or other NARA approved forms.
- (2) NARA FRCP will prepare the records for shipment, update NARS-5, and update the SF 135.
- (3) Requests for the *permanent withdrawal* of an entire record group or records series of customer agency records will be negotiated between the NARA FRCP and the customer agency in regards to costs, timeframes, and shipping methods.
- (4) For billing purposes, a *permanent withdrawal* fee is applied per cubic foot for records requested to be permanently returned to the customer agency. Permanent withdrawals of an entire record group or records series are billed to the customer agency as a project using labor and material costs.

e. Reference

(1) The customer agency may submit reference requests using an Optional Form 11 (OF-11) or other NARA approved forms. The preferred method of submitting reference requests is electronically through the Centers Information Processing System (*CIPS*). Other acceptable methods of transmittal include but are not limited to mail through the United States Postal Service, express delivery services, fax, agency courier, or telephone. Additional guidance on submitting reference requests is available from each NARA Federal Records Center.

(2) When submitting reference requests, the customer agency shall provide the NARA Federal Records Center with sufficient information to locate the records. Additional guidance on submitting reference requests is available from each NARA Federal Records Center.

(3) When servicing reference requests, NARA Federal Records Center staff may annotate each requested folder with the *transfer* number, box number, and NARA Federal Records Center shelf location number. This will facilitate refileing the folder at a later date.

(4) *Routine reference* requests shall be serviced within one *business day* of receipt by the NARA Federal Records Center.

(5) *Emergency reference* requests shall be serviced (same day or less than one *business day* turnaround) on an expedited basis for an additional fee. The determination that a reference request qualifies as an emergency shall be made solely by the customer agency, but if the customer agency designates a request as an emergency, they must be willing to pick up the requested items within one *business day* or pay for overnight delivery service. For an additional fee, NARA staff will also accommodate the customer agency by reading portions of a file over the telephone, scanning portions of a file and transmitting the scanned image as an email attachment, or sending via fax certain portions of a file to the customer agency.

(6) NARA shall ship routine reference requests to the customer agency via USPS First Class service and UPS or FedEx Ground Service. For billing purposes, a shipping and handling fee is added based on the weight of the records being delivered. Other delivery methods, such as couriers and overnight delivery, merit additional charges.

(7) Upon request, NARA shall provide on-site office space at each of its NARA Federal Records Centers for customer agency personnel or other authorized individuals to review any records it retired into NARA's holdings. Appointments may be required.

(8) For requests that cannot be serviced without corrective action, NARA shall contact the customer agency to resolve the problem. The customer agency shall provide a point of contact with a current telephone number on all reference requests it submits to the NARA Federal Records Centers.

(9) For billing purposes, a reference fee is applied per request. A separate reference fee is assigned to *Classified* records. Emergency reference requests incur an additional charge.

f. Refiles and Interfiles

(1) Acceptable methods of submitting *refiles* and *interfiles* include but are not limited to mail through the United States Postal Service, express delivery service, or courier. Special guidance for the shipping and handling of classified records may be obtained from each NARA Federal Records Center.

(2) When submitting *refiles*, the customer agency shall ensure that the records being returned to the NARA Federal Records Center for refiling remain in the same file folder that was previously recalled from the NARA Federal Records Center. In these cases, the folder shall already be annotated with sufficient information to perform the refile (see paragraph III.B.1.e. (3) above). If the records to be *refiled* have been placed in new folders, the customer agency shall provide the NARA Federal Records Center with sufficient information to perform the *refile*. Additional guidance on submitting *refiles* is available from each NARA Federal Records Center.

(3) When submitting *interfiles*, the customer agency shall provide the NARA Federal Records Center with sufficient information to perform the *interfile*. This information may be transmitted informally by attaching a paper transmittal to each document or set of documents to be *interfiled* in a specific folder. Additional information on submitting *interfiles* is available from each NARA Federal Records Center.

(4) NARA shall *refile* records within five *business days* of receipt and *interfile* records within ten *business days* of receipt.

(5) For *refiles* and *interfiles* that cannot be serviced without corrective action, NARA shall contact the customer agency to resolve the problem. The customer agency shall provide a point of contact with a current telephone number with all *refiles* and *interfiles* it submits to the NARA Federal Records Centers.

(6) For billing purposes, a refile or interfile fee is applied per refile or interfile. A separate refile or interfile fee is assigned to *Classified* records.

g. Photocopies

(1) When directed by the customer agency, NARA FRCP will make photocopies of customer agency records within one business day of receipt of the request.

(2) When directed by the customer agency, NARA FRCP will make photocopies of SFs 135 and other customer agency documents within five business days of receipt of the request.

(3) For billing purposes, a photocopy fee is applied per photocopied page.

h. Quality Assurance

(1) NARA shall continuously and thoroughly review its Federal Records Center Program services to ensure that the highest quality service is being delivered.

(2) All reference requests that are determined by NARA staff to be unserviceable shall be reviewed by NARA within one business day of the initial search to determine the appropriate corrective action.

i. Customer Orientation Services

(1) On a semi-annual basis, each NARA Federal Records Center shall offer at least one workshop highlighting services offered by the records center. Customer agency personnel may attend these workshops free of charge. These workshops will usually be conducted on the premises of a NARA Federal Records Center.

(2) NARA shall continue to offer free *CIPS* training for customer agencies interested in using this system to submit reference requests electronically.

(3) NARA shall continue to distribute technical reference materials to customer agency personnel free of charge.

2. Special Services [Reserved]

IV. LOCAL AGREEMENTS [Reserved. These agreements may be attached or referenced here. See also Article II. COVERAGE]

V. RATES -

A. Rates for Storage and Services are listed in Attachment C.

1. All storage rates are expressed as a monthly value per cubic foot.
2. A Transfer *Processing* Fee is applied to each customer agency *transfer*.
3. Separate rates are applied for the storage and servicing of *Classified* records.
4. Separate rates are applied for the storage of *Non-Textual Environmentally Controlled* records.
5. Separate rates are applied for the storage and servicing of *Electronic Records Vault* records.
6. Separate rates are applied to selected records requiring *specialized services*. If applicable, the *specialized services* are detailed in Section III.B.2 and separate rates are detailed in Section V.B.
7. Separate rates are applied for shipping and handling.
8. Separate rates are applied to *specialized shipping and handling* involving *expedited requests* and transmission of requests to the customer agency via fax, telephone, scanning, and the pick up service provided by the WNRC truck fleet.
9. Additional charges may be levied for the destruction of non-textual material.
10. Additional charges may be levied for negotiated project type work involving scanning services, Fast Pack services, permanent withdrawals over 25 cubic feet, and other activities.

B. Special Services [Reserved]

C. Adjustments - Rates may be adjusted or supplemental billings effected to reflect the actual costs of services provided.

VI. BILLING

A. NARA shall bill the customer agency on a monthly basis. In order to comply with OMB requirements, NARA may process a monthly invoice that consists of a current month estimate for storage and services, a reversal of the previous month's estimate for storage and services, and the charges for the prior month's actual storage and services.

B. The storage charge component of the invoice shall be based on the total number of cubic feet that the customer agency has in NARA-provided storage on the last *business day* of each month, as reflected in the *NARS-5* inventory of the agency's holdings on that date. The monthly storage charge shall be computed by multiplying the holdings figure (according to the record type) by the rate listed in Attachment C.

C. The service charge component of the invoice shall be based on the volume of service provided (according to the record type) multiplied by the appropriate rate in Attachment C.

D. NARA billings are processed by the Bureau of Public Debt. Requests for payment shall be made monthly via the Intra-government Payment and Collection (IPAC) system in accordance with Treasury Financial Manual Bulletin 2007-03. Federal agencies that do not wish to use the IPAC

system for payment must obtain written approval from the Department of the Treasury, Financial Management Service (FMS) [TFM 2007-03 Attachment I, III.G.].

E. The NARA billing shall be supported by documentation which shall be forwarded to the address provided above. Questions regarding invoices should be directed to the customer agency's account representative at NARA. The account representative's name, address, telephone number, and e-mail address shall be provided on every invoice.

F. Payments are due upon receipt of invoice. If invoices are not paid within 30 days, NARA may impose additional fees to recover the costs associated with the delinquency or suspend services until payment is received.

G. Additional terms and conditions apply for customer agencies that have elected to receive a stratified billing.

H. In accordance with Treasury Financial Manual Bulletin 2007-03, the following information is required of Federal agencies in order to be billed via the Intragovernment Payment and Collection (IPAC) system:

1. Business Partner Network (BPN) /DUNS Number: 087689394 / 106426034
2. Agency Locator Code (ALC) of Finance Servicing Center: 8900001
3. DOD Agencies Only Fiscal Station Number (FSN): _____
4. Line(s) of Accounting:
 1. No reference numbers are available at this time. _____
 2. _____
 3. _____
5. Treasury Account Symbol (TAS): 89X0224
6. Business Event Type Code (BETC): DISB
7. Point of Contact Information for funding and billing inquiries:

Contact Name: Anne M. Warnick
Contact Phone Number: 301-903-3056
Contact Email address: Anne.Warnick@hq.doe.gov
8. Billing Address:

U.S. Department of Energy
IM-23 / Germantown Building
1000 Independence Avenue, SW
Washington, D.C. 20585-1290

VII. AUTHORITY

44 USC § 2901 note

VIII. APPROVALS

For NARA:

_____ THOMAS E. MILLS Assistant Archivist for Regional Records Services	_____ Date
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_____ ADRIENNE C. THOMAS Assistant Archivist for Administrative Services	_____ Date
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For: **Department of Energy**

_____	_____ Date
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