

GPSC-I-13-0008

United States Government
 Interagency Agreement (IAA) – Agreement Between Federal Agencies
 Order Requirements and Funding Information (Order) Section

LAA Number NR-138 - 173 - _____
 GT&C # _____ Order # _____ Amendment/Mod # _____
 Servicing Agency's Agreement Tracking Number (Optional) N/A

PRIMARY ORGANIZATION/OFFICE INFORMATION					
24.	Requesting Agency			Servicing Agency	
Primary Organization/Office Name	Consumer Product Safety Commission			National Archives & Records Administration, AFRC	
Responsible Organization/Office Address	4300 East West Highway, Room 820 Bethesda, Maryland 20814			8601 Adelphi Road, Room 3600 College Park, Maryland 20740	
ORDER/REQUIREMENTS INFORMATION					
25. Order Action (Check One)					
<input checked="" type="checkbox"/> New <input type="checkbox"/> Modification (Mod) – List affected Order blocks being changed and explain the changes being made. For Example: for a performance period mod, state new performance period for this Order in Block 27. Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting or changing Funding for an Order Line. <input type="checkbox"/> Cancellation – Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.					
26. Funding Modification Summary by Line	Line # _____	Line # _____	Line # _____	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$20,840.00	\$	\$	\$	\$20,840.00
Cumulative Funding Changes From Prior Mods (addition (+) or reduction (-))	\$	\$	\$	\$	\$0.00
Funding Change for This Mod	\$	\$	\$	\$	\$0.00
TOTAL Modified Obligation	\$20,840.00	\$0.00	\$0.00	\$0.00	\$20,840.00
Total Advance Amount (-)	\$	\$	\$	\$	\$0.00
Net Modified Amount Due	\$20,840.00	\$0.00	\$0.00	\$0.00	\$20,840.00
27. Performance Period					
	Start Date	10-01-2012	End Date	09-30-2013	
		MM-DD-YYYY		MM-DD-YYYY	
For a performance period mod, insert the start and end dates that reflect the new performance period.					

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23. Order Line/Funding Information			Line Number _____		
		Requesting Agency Funding Information	Servicing Agency Funding Information		
ALC	61130001		88000001		
Treasury Agency Code	61-0100	TIN: 520978750			
Trading Partner Code	DUNS: 069287522				
TAS	61130100		88X4578		
BETC	DISB				
Object Class Code (Optional)					
BPN			104671235		
BPN + 4 (Optional)					
Additional Accounting Classification/Information (Optional)	0100A13DSE 2013 999410000 EXFS002600 253X0				
Requesting Agency Funding Expiration Date 09-30-2013 MM-DD-YYYY		Requesting Agency Funding Cancellation Date 09-30-2013 MM-DD-YYYY			
Project Number & Title <u>N/A</u>					
Description of Products and/or Services, including the Bona Fide Need for this Order (State or attach a description of products/services, including the bona fide need for this Order.) Records Storage and Services					
North American Industry Classification System (NAICS) Number (Optional) _____					
Breakdown of Reimbursable Line Costs			OR	Breakdown of Assisted Acquisition Line Cost:	
Unit of Measure			Contract Cost	\$	
Quantity	Unit Price	Total	Servicing Fees	\$	
		\$0.00	Total Obligated Cost	\$0.00	
Overhead Fees & Charges	\$		Advance for Line (-)	\$	
Total Line Amount Obligated	\$0.00		Net Total Cost	\$0.00	
Advance Line Amount (-)	\$		Assisted Acquisition Servicing Fees Explanation		
Net Line Amount Due	\$0.00				
Type of Service Requirements <input type="checkbox"/> Severable Service <input type="checkbox"/> Non-severable Service <input checked="" type="checkbox"/> Not Applicable					

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

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

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

- Straight-line – Provide amount to be accrued \$ _____ and Number of Months _____
- Accrual Per Work Completed – Identify the accounting posting period:
 - Monthly per work completed & invoiced
 - Other – Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$ 20,840.00
 [All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total.]

31. Attachments (State or list attachments.)

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

Other Attachments (Optional)
 Terms & Conditions

BILLING & PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]
 If IPAC is used, the payment method must agree with the IPAC Trading Partner Agreement (TPA).

Requesting Agency Initiated IPAC Servicing Agency Initiated IPAC
 Charge Card Other – Explain other payment method and reasoning.

33. Billing Frequency (Check One)

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

Monthly Quarterly Other Billing Frequency (include explanation)

34. Payment Terms (Check One)

7 days Other Payment Terms (include explanation): _____

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35. Funding Clauses/Instructions (Optional) (State and/or list funding clauses/instructions.)

This agreement is being incrementally funded in the amount of \$5,210.00 for the period October 1, 2012 through December 31, 2012. Additional funding will be provided, by modification, when funds become available.

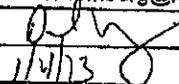
36. Delivery/Shipping Information for Products (Optional)

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

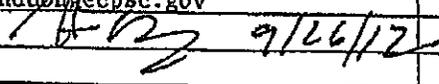
APPROVALS AND CONTACT INFORMATION

37. PROGRAM OFFICIALS

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

	Requesting Agency	Servicing Agency
Name	Angela T. Heggs	David Weinberg
Title	Records Officer	Director, Records Center Program
Telephone Number	(301) 504-6891	(301) 837-3115
Fax Number	(301) 504-0127	(301) 837-1617
Email Address	aheggs@cpsc.gov	david.weinberg@nara.gov
SIGNATURE	ANGELA HEGGS	
Date Signed		11/4/12

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

	Requesting Agency	Servicing Agency
Name	Hai Duong	
Title	Budget Officer	
Telephone Number	(301) 504-7575	
Fax Number		
Email Address	hduong@cpsc.gov	
SIGNATURE		
Date Signed	9/26/12	

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CONTACT INFORMATION		
FINANCE OFFICE Points of Contact (POCs)		
The finance office points of contact must ensure that the payment (Requesting Agency), billing (Servicing Agency), and advance/accounting information are accurate and timely for this Order.		
39.	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	Debbie Young	
Title	Payment Officer	
Office Address	CPSC Accounts Payable Br, AMZ-160 PO Box 25710 Oklahoma City, OK 73125	
Telephone Number	(405) 954-7467	
Fax Number		
Email Address	9-AMZ-AMZ-CPSC-Accounts-Payable@faa.gov	
Signature & Date (Optional)		
40. ADDITIONAL Points of Contacts (POCs) (as determined by each Agency)		
This may include CONTRACTING Office Points of Contact (POCs).		
	Requesting Agency	Servicing Agency
Name	Donna Hutton	Andrea Scherer
Title	Director, Division of Procurement Services	Account Manager
Office Address	4330 East West Highway, Room 523A Bethesda, MD 20814-4408	14700 Townsend Road Philadelphia, PA 19154
Telephone Number	(301) 504-7009	(215) 305-2005
Fax Number	(301) 504-0628	(215) 305-2038
Email Address	dhutton@cpsc.gov	andrea.scherer@nara.gov
Signature & Date (Optional)	<i>See pg 11</i>	
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

TERMS AND CONDITIONS

I. PURPOSE

This agreement sets forth the terms and conditions under which the National Archives and Records Administration's (NARA's) Federal Records Centers will store and service records that remain in the legal custody of the U.S. Consumer Product Safety Commission, 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 will become effective on October 1, 2012, and will continue through September 30, 2013. 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 will be updated annually, but may be amended sooner if deemed necessary by NARA and the customer agency.

A fully executed agreement is to be in place by October 1, 2012. If an agreement or an acceptable substitute is not in place by that date, NARA may have to suspend records center services until the agreement or an acceptable substitute is in place.

III. FEDERAL RECORDS CENTER STORAGE AND SERVICES

A. Storage

1. NARA will store records of the customer agency's record groups, in a safe and secure environment that meets the requirements outlined in 36 CFR part 1234.
2. In most instances, NARA will 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. In certain situations, NARA may retire a customer agency's records to a NARA facility outside the geographic area. NARA may also elect to transship a customer agency's records to a NARA facility outside the geographic area. NARA will keep the customer agency informed about the location of the records. A directory that indicates the geographic areas served by each NARA Federal Records Center can be found as Attachment B to this agreement. Classified records can be retired only to the Washington National Records Center in Suitland, MD.
3. NARA will assist the customer agency in properly implementing, managing, and removing disposition freezes placed on Federal records by court order or agency directives. Agencies will notify NARA when a freeze should be lifted. NARA will generally provide assistance involving freezes without imposing additional charges.
4. Extracts from automated reporting systems will 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 will charge the customer agency based on the volume of records stored. Separate storage fees are assigned to *classified*, *textual environmentally controlled*, *non-textual environmentally controlled*, and *Electronic Records Vault* holdings.
6. [Reserved for specific agency storage requirements or locations]

B. Services

1. NARA will 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, email 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 *ARCIS*, 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 that the *SF 135* is placed in 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 *SF 135s* and preparing records for shipment is available from each NARA Federal Records Center. An electronic *SF 135* can be found at <http://www.archives.gov/fro/forms/sf-135-intro.html>.
- (2) NARA will process submitted *SF 135s*, either by approving the *transfer* or by initiating corrective action, within 10 *business days* of receipt. The approved *SF 135* will be returned to the customer agency.
- (3) Once approval has been granted via the *SF 135*, the customer agency may ship the *transfer* 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) To safeguard the records and the information they contain, the records must be packaged in sturdy, approved containers. Commonly used containers include Federal Records Center boxes with flaps, tubes with end caps, and map boxes with covers. The containers must be securely sealed with packing tape. If improperly packaged records are received by the NARA Federal Records Center, NARA will contact the customer agency to arrange for corrective action. Corrective action may include the repackaging of the records by NARA staff or the return of the records to the customer agency for repackaging. Either action will be at the customer agency's expense.

- (5) If an approved *transfer* is 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.
- (6) The customer agency will maintain its own collection of *SF 135s* for all of the records it ships to NARA. However, each NARA Federal Records Center will maintain a comprehensive collection of *SF 135s* for the customer agency records in its holdings. Copies of *SF 135s* may be provided for a fee.
- (7) The customer agency will maintain its own 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 will 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 will serve as an off-site backup copy for the customer agency. As specified in item (1), proposed transfers of *scheduled permanent* or *unscheduled records* must include a detailed box listing attached to the *SF 135*.
- (8) The customer agency will identify, and NARA will protect, sensitive Personally Identifiable Information (PII) as specified in Attachment D to this agreement.
- (9) For billing purposes, a *processing fee* is applied to each separate *transfer* submitted by the customer agency for processing. 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, the Washington National Records Center (WNRC) offers a pick-up service for *transfers* with 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 the beginning of a quarterly disposal cycle, NARA will notify the customer agency of each *transfer* eligible for *disposal* by sending an *NA Form 13001, Notice of Eligibility for Disposal*, to the customer agency's records officer or other designee. It is the customer agency's responsibility to keep NARA informed of any changes in the identity or address of the records officer (or designee) and to review each *NA Form 13001*. The records officer should verify that the *transfer* identified on each *NA Form 13001* is no longer needed (for example, for internal business, pending litigation, or FOIA requests) before concurring on the *disposal*. If agency concurrence is not received prior to the *disposal* cycle start date (January 1, April 1, July 1, or October 1), the *transfer* may not be destroyed until the next *disposal* cycle, in which case the customer agency would be responsible for an additional 90 to 180 days of storage fees.
- (2) Records will 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. Possible exceptions to this general rule would include *transfers* containing *classified* or non-standard records, mixed or special media requiring non-routine or special destruction methods, and significantly large volumes of records resulting from a freeze lift. Even in exceptional cases where the actual destruction may not occur within the 90-day window, customer billing for storage of these records will cease after 90 days.

- (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 will not be responsible for the storage costs for 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 will continue to apply. Under circumstances where an ordered freeze has been lifted, any eligible transfers will have an *NA Form 13001* generated for the next eligible *disposal* cycle, and billing for storage will cease a maximum of 90 days after agency concurrence is received. NARA will negotiate with the customer agency to establish a reasonable time frame within which the actual *disposal* will be accomplished, since this is dependent upon local resources and may severely burden local staff if the freeze affected a significant volume of records.
- (4) NARA will 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* will occur under contract with a wastepaper or other recycling company or by NARA.
- (5) NARA will provide *disposal* witnessing services when required by Federal regulations. Unless instructed otherwise in writing, NARA will provide contractor witnessed disposal. NARA charges an additional fee for witnessed disposal.
- (6) NARA may require additional reimbursement from the customer agency for the *disposal* of non-textual media and textual records that 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 will notify the customer agency in advance that additional charges are warranted.
- (7) NARA will follow the procedures established in the current NARA Information Security Manual and Executive Order 12958—Classified National Security Information for the disposal of security *classified* materials.
- (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 into the National Archives of the United States

- (1) For permanent records stored in a Federal Records Center and eligible (as determined by the applicable records schedule) for *accessioning* into the National Archives of the United States under the regular transfer cycle, NARA will create a Transfer Request in the Electronic Records Archives (ERA) at the beginning of the fiscal year.
- (2) The customer agency will review the ERA Transfer Request, update the information as necessary, and submit the completed ERA Transfer Request to the appropriate NARA archival unit for approval.
- (3) Transfers of permanent records from Federal Records Centers to archival units will occur at least semi-annually, during the January–March and July–September quarters. For records to be considered for transfer in the January–March quarter, the customer agency must submit a completed ERA Transfer Request by December 1. For records to be

considered for transfer in the July–September quarter, the customer agency must submit a completed ERA Transfer Request by June 1.

- (4) It may be possible to transfer permanent records from a Federal Records Center to an archival unit during other quarters, if both the Federal Records Center and the archival unit can accommodate the transfer. The customer agency should contact its account manager to inquire about first- and third-quarter transfers of permanent records.
- (5) If an ERA Transfer Request is approved by the appropriate archival unit at the beginning of a transfer quarter, and if NARA is unable to accomplish the *accessioning* of the customer agency's records within that transfer quarter, the customer agency will not be responsible for the storage costs of these records beyond that quarter.
- (6) If the customer agency declines to *accession* all or any part of the records identified on an ERA Transfer Request, it will notify NARA in writing of the declination. The customer agency will continue to be responsible for storage charges for declined records until an *accession* is authorized via a properly completed and submitted ERA Transfer Request that has been approved by NARA.
- (7) NARA will follow all security procedures applicable to the physical *accessioning* and storage of security classified permanent records in the National Archives of the United States.
- (8) If a properly completed ERA Transfer Request is not submitted, NARA will attempt to remind the customer agency once. After the initial reminder, the customer agency will be reminded of the pending accession at least once every 5 years.
- (9) For billing purposes, a *disposition* fee is applied per cubic foot for records accessioned into the National Archives of the United States. A separate *disposition* fee is assigned to *classified* records. The customer agency will pay the *disposition* fee for all *accessions* whenever they are completed. The *disposition* fee covers costs incurred by the NARA Federal Records Center 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 Federal Records Center using *ARCIS*, an Optional Form 11 (OF 11), or other NARA-approved forms.
- (2) The NARA Federal Records Center will prepare the records for shipment, update *ARCIS*, and update the *SF 133*.
- (3) Requests for the *permanent withdrawal* of an entire record group or records series of customer agency records will be negotiated between NARA 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 *ARCIS*, an Optional Form 11 (OF 11), or other NARA-approved forms. The preferred method of submitting reference requests is electronically through *ARCIS*. 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 must 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 an *ARCIS* barcode, the *transfer* number, the box number, and the NARA Federal Records Center shelf location number. This will facilitate refiling the folder at a later date.
- (4) *Routine reference* requests will be serviced within one *business day* of receipt by the NARA Federal Records Center. Requests for extremely low-reference records stored on pallets are typically serviced within two weeks, but exceptions can be negotiated on a case-by-case basis.
- (5) *Emergency reference* requests will be serviced on an expedited basis (same day or less than one *business day* turnaround) for an additional fee. The determination that a reference request qualifies as an emergency will be made solely by the customer agency, but if the customer agency designates a request as an emergency, it 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) *After-hours emergency reference* requests will be serviced for an additional fee. *After-hours* requests for non-publicly available records must be made by the customer agency's records officer or designee.
- (7) NARA will ship *routine reference* requests to the customer agency via USPS First Class service or via 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, incur additional charges.
- (8) Upon request, NARA will 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 the customer agency has retired to that Federal Records Center. Appointments may be required.

- (9) For requests that cannot be serviced without corrective action, NARA will contact the customer agency to resolve the problem. The customer agency must provide a point of contact, including a current telephone number, on all reference requests it submits to the NARA Federal Records Centers.
- (10) 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 *ARCIS*, 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 should 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 will 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 must 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 must 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* into a specific folder. Additional information on submitting *interfiles* is available from each NARA Federal Records Center.
- (4) NARA will *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 will contact the customer agency to resolve the problem. The customer agency must provide a point of contact, including 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, a NARA Federal Records Center will make photocopies of customer agency records within one *business day* of receipt of the request.
- (2) When directed by the customer agency, a NARA Federal Records Center will make photocopies of *SF 135s* 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 will continuously and thoroughly review its Federal Records Centers Program operations to ensure that the highest quality service is being delivered.
- (2) All reference requests that are determined by NARA staff to be unserviceable will 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 will offer at least one workshop highlighting services offered by the NARA Federal Records Center. Customer agency personnel may attend these workshops free of charge. These workshops will usually be conducted on the premises of the NARA Federal Records Center.
- (2) NARA will continue to offer free *ARCIS* training for customer agencies interested in using this system to submit transactions electronically.
- (3) NARA will continue to distribute technical reference materials to customer agency personnel free of charge.

j. Archives and Records Centers Information System (*ARCIS*)

- (1) *ARCIS* is a new web-based system that serves as the online portal through which customer agencies conduct business with the NARA Federal Records Centers. Customer agency personnel are encouraged to use *ARCIS*, but will be permitted to continue to conduct business with NARA Federal Records Centers using other approved methods, such as mail, fax, telephone, and email, listed in Sections III.B.1.a through III.B.1.g.
- (2) When prompted by NARA, the customer agency will designate an *ARCIS* Point of Contact (POC), whose role will be to assist NARA in creating and maintaining individual user accounts for the customer agency, including setting rights and responsibilities for conducting transactions in *ARCIS*.
- (3) *ARCIS* is an intuitive, web-based system that does not require the customer agency to install software or other executable programs. NARA will support the use of *ARCIS* by providing online webinars, tutorials, FAQs, and manuals and will maintain a help desk that can be reached via telephone or email. NARA will also provide customer-specific training where warranted, including training on use of the new User Administration and Records Transfers modules and the new access-control functionality.

k. Electronic Specialty Services and Reimbursable Records Management Services

- (1) NARA will provide other specialty services to the customer agency as required. These services may include but are not limited to scanning, data migration, electronic servicing

of records, records consolidation, records management consulting and assistance, and other services that may be desired and available.

2. **Special Services:** This section specifies procedures for the retirement and servicing of the customer agency's official personnel folders (OPFs) at the National Personnel Records Center (NPRC).
 - a. The customer agency will:
 - (1) Transfer OPFs of separated employees to the NPRC (Civilian Personnel Records Branch) as soon as possible after separation, ensuring that the file is complete.
 - (2) Ensure that each OPF is labeled in the upper right corner to identify the employee by name (last name first), date of birth, and Social Security number only.
 - (3) Make every effort to locate all long-term documents required in the OPF and to file them before the folder is transferred. Temporary records must be removed from the folders before transmittal.
 - (4) Transmit all OPFs to the NPRC in sealed envelopes or containers. No advance notification or transmittal documents are required.
 - (5) Forward immediately to the NPRC any long-term documents essential for filing in an OPF that may be found after the OPF has been transferred to the NPRC. A cover letter must accompany loose documents forwarded for interfiling, and each document must contain the former employee's current name (and name under which formerly employed, if different), date of birth, Social Security number, and date of separation.
 - (6) Submit a Standard Form 127, Request for Official Personnel Folder (separated employees), in duplicate when requesting the return of OPFs of separated employees.
 - (7) Be responsible for all costs associated with the transfer of OPFs to the NPRC and with the customer agency's requests for OPFs from the NPRC.
 - b. The NPRC will:
 - (1) Receive, store, and service OPFs of employees separated from service with the customer agency.
 - (2) Provide official transcripts of service and normal reference service to designated officials of the customer agency.
 - (3) Arrange for the destruction of records according to disposal schedules approved by the customer agency.

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 *textual environmentally controlled* records.
5. Separate rates are applied for the storage of *non-textual environmentally controlled* records.
6. Separate rates are applied for the storage and servicing of *Electronic Records Vault* records.
7. 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.
8. Separate rates are applied for shipping and handling.
9. Separate rates are applied to *specialized shipping and handling* involving *emergency reference* and transmission of material to the customer agency via fax, telephone, scanning, and the pick-up service provided by the WNRC truck fleet.
10. Additional charges may be levied for the destruction of non-textual material.
11. 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

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

VI. BILLING

- A. NARA will 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 prior 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 will 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 *ARCIS* inventory of the agency's holdings on that date. The monthly storage charge will 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 will 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) [TPM 2007-03 Attachment I, III.G.].
- E. The NARA billing will be supported by documentation that will be forwarded to the address provided above. Questions regarding invoices should be directed to the customer agency's account manager at NARA. The account manager's name, address, telephone number, and email address will 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 may suspend services until payment is received.
- G. Additional terms and conditions apply for customer agencies that have elected to receive a *stratified* billing.
- H. Customer agencies retain legal custody of temporary records retired to a NARA Federal Records Center. The customer agency retains responsibility for any storage and service charges for the records, regardless of any internal restructuring within the customer agency. Should an agency desire to transfer legal custody of any portion of its records to another agency's legal custody, the agency relinquishing custody agrees to retain financial responsibility for the records until all details of the transfer have been worked out with NARA.

VII. AUTHORITY

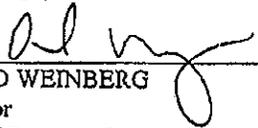
For temporary and permanent records: 44 USC §2901 note, (Public Law 106-58)
NARA Revolving Fund Authority

For accessioned records: 31 USC §1535, the Economy Act (For NARA use ONLY)

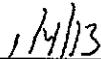
AGENCY DOCUMENTS FOR THE STORAGE AND SERVICING OF TEMPORARY OR PERMANENT RECORDS THAT CITE THE ECONOMY ACT WILL BE RETURNED FOR CORRECTION.

VIII. APPROVALS

For NARA:

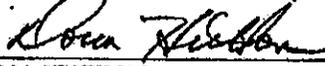


 DAVID WEINBERG
 Director
 Federal Records Center Program

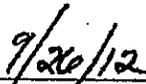


 Date

For: U.S. Consumer Product Safety Commission



 DONNA HUTTON
 CPSC Contracting Officer



 Date

Attachment A—Definitions of Terms Used Throughout This Document

- Accession(ing):** The process of moving Federal records from the legal custody of the customer agency to the legal custody of the National Archives of the United States.
- Federal records, as defined in 44 U.S.C. 3301, that are stored in the NARA Federal Records Centers while remaining in the legal custody of the customer agency, include the following types of records:
- a. **Scheduled temporary records**—records described on a NARA-approved Standard Form 115 as having insufficient value to warrant their preservation in the National Archives of the United States.
 - b. **Scheduled permanent records**—records that have been determined by NARA to have sufficient value to warrant their preservation in the National Archives of the United States. (Note: Reimbursable charges apply only so long as the records remain in the legal custody of the customer agency.)
 - c. **Unscheduled records**—records that lack a NARA-approved disposition authority.
 - d. **Vital records**—records that are needed to meet operational responsibilities in emergency conditions or to protect the legal and financial rights of the Government and its customers.
- After-hours
Emergency
Reference:** This term refers to the servicing of a customer agency’s reference request during hours when a NARA Federal Records Center is not open for business, such as at night or during a weekend or holiday. After-hours requests for non-publicly available records must be made by the customer agency’s records officer or designee, who must be willing to pick up the records at the NARA Federal Records Center.
- ARCIS:** The Archives and Records Center Information System, a web-based application replacing legacy systems such as NARS-5 and CIPS. Customer agencies may use ARCIS to conduct business transactions such as reference requests and records transfers online. System requirements include only a web browser and Internet access.
- Business Day:** The standard upon which NARA measures its turnaround time for providing services to the customer agency. It constitutes a consecutive 24-hour period that excludes weekends and Federal holidays. The NARA standard for servicing routine reference requests is cited in this agreement as being “within one business day of receipt.” This means routine reference requests received by NARA on a Monday (not a holiday) will be serviced and in transit to the customer agency no later than the following day, Tuesday (not a holiday). Routine reference requests received on a Friday (not a holiday) will be serviced and in transit to the customer agency no later than the following

Monday (not a holiday).

Classified: Records of information requiring, in the interests of national security or for the protection of individuals, safeguards against unauthorized access.

Disposal: (1) The process of removing records from the physical custody of a NARA Federal Records Center and ensuring that they are efficiently destroyed in accordance with Federal regulations. The process includes all operations involved in verifying disposal authorities, calculating disposal dates, and notifying the customer agency in advance. Administrative functions include soliciting bids for the sale of wastepaper, administering contracts with private sector wastepaper or other recycling organizations, and maintaining required statistical data including a computerized history report documenting all disposal activity at the transfer level. It also involves the physical removal of records from NARA records center shelves, the shipment of records to a disposal contractor, and, in some cases, the witnessing of the destruction.

(2) The term “disposal” is also commonly used to describe a transfer that is eligible for destruction. Records become eligible for destruction in accordance with NARA-approved records disposition schedules and on receipt by NARA of written concurrence from the customer agency.

Disposition: Records disposition covers three types of services whereby customer agency records are removed from the physical custody of a NARA Federal Records Center: the disposal of temporary records, the permanent withdrawal of records back to the customer agency, and the accessioning of permanent records into the National Archives of the United States.

Electronic Records Vault: A records storage area designed to hold electronic media, such as tapes, compact discs, etc., with specially designed racks and a non-aqueous fire-suppression system.

Emergency Reference: This term refers to the same-day servicing of and immediate response to (via telephone, fax, or overnight shipping) a customer agency’s reference request. The criteria for determining that a reference request requires emergency servicing will lie solely with the customer agency. If the customer agency requires overnight shipping of records, the customer agency will provide NARA with an account number at an express carrier (such as FedEx or UPS). The shipping charges will be billed to that account.

Interfile: (1) The process of adding new documents to an existing folder that has already been transferred to a NARA Federal Records Center. The process requires the customer agency to provide the NARA Federal Records Center with sufficient information to perform the interfile. At a minimum, this will include the transfer number, the box number, and the folder name or number. 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.

(2) The term “interfile” is also commonly used as a noun to describe a new document or set of documents that a customer agency has submitted to NARA to be added to an existing folder that is already stored at a NARA Federal Records Center.

**Non-Textual
Environmentally
Controlled:**

Records of information, maintained in a format other than paper, that require temperature and climate controls.

**Notice of
Eligibility to
Destroy Records
(NA Form
13001):**

This notice will be sent to an individual designated by the customer agency to alert that individual that a transfer will soon be eligible for disposal. The notice will be sent at least 90 calendar days prior to the scheduled disposal date. In accordance with NARA policy and procedures, the records will be destroyed within 90 days from the scheduled disposal date or from receipt of the written concurrence of the agency having legal custody of the records, whichever comes later. If the customer agency official does not concur with the notice, the official may request an extension of the retention period by providing a written justification (including a proposed new disposal date) to the director of the NARA Federal Records Center indicated on the notice.

**Permanent
Withdrawal:**

The process of a customer agency permanently recalling a whole box or set of boxes from the physical custody of a NARA Federal Records Center back to the physical custody of the customer agency.

Processing Fee:

Charge incurred by the customer agency for each transfer submitted to a NARA Federal Records Center. The fee covers the review of paperwork for compliance with current records control schedules, verification of disposal authorities and disposal dates, assigning of space with the NARA facility, and updating ARCIS. Correction of minor deficiencies is also included.

Refile:

(1) The process of returning folders that had previously been recalled from a transfer stored in a NARA Federal Records Center. The process includes placing the folders back into their original places within a transfer. When submitting refiles, the customer agency must ensure that the records being returned to the NARA Federal Records Center for refiling remain in the same file folders that were previously recalled from the NARA records center. In these cases, the folders will already be annotated with sufficient information to perform the refile (see paragraph III.B.1.e.(3) of the Terms and Conditions). If the records to be refiled have been placed in new folders, the customer agency must provide the NARA Federal Records Center with sufficient information to perform the refile. At a minimum, this will include the transfer number, box number, and folder name or number.

(2) The term “refile” is also commonly used as a noun to describe a folder that

had previously been recalled from a transfer stored in a NARA Federal Records Center, and that is currently in the process of being placed back into its original place within the transfer.

- Routine Reference:** The process of receiving (from the customer agency) requests for records, searching for the requested items, pulling the requested items, replacing the items with charge-out documents, and shipping the requested items back to the customer agency. In instances where a requested item is not found, the process also includes responding to the customer agency with an explanation and working with the customer agency to take corrective action.
- Specialized Services:** Selected Federal records cannot be serviced in the same manner as other Federal records. Records identified as specialized are detailed in the interagency agreement. Examples of records requiring specialized services are tax returns and personnel-related records.
- Specialized Shipping and Handling:** The process of returning requested materials to a customer agency through the use of telephone, fax, scanning, or Metro Courier. The process also includes the pickup of new transfers via the truck fleet at the WNRC.
- Standard Form 135 (Records Transmittal and Receipt):** The form used to initiate and document the transfer of records to a NARA Federal Records Center. The form is submitted to a NARA Federal Records Center prior to the shipment of records. NARA records center staff review the form and return it to the customer with a transfer number assigned to it or other indication of approval to ship the records. The customer agency may maintain a detailed box listing or other index to records that have been transferred to a NARA Federal Records Center. NARA does not require its customer agencies to submit these attachments (except when the records are permanent or unscheduled) when requesting to transfer records to a NARA Federal Records Center for storage. However, NARA encourages its customer agencies to include these materials in the first box of the transfer to which they pertain. This enables customer agencies to reference an off-site backup copy should the original listing be misplaced.
- Stratified:** The term used to describe billing that is detailed below the record group level.
- Textual Environmentally Controlled:** Records of information, maintained in paper format, that require temperature and climate controls.
- Transfer:** (1) As a verb: To move records from the physical custody of the customer agency to the physical custody of a NARA Federal Records Center. The process (formerly known as “accessioning”) includes all operations involved in arranging for the most efficient transfer of the records and in gaining knowledge about their contents. It also encompasses control over center shelf

space and the maintenance of related documentation.

(2) As a noun: A set of a records belonging to a single records series and sharing the same inclusive dates, which has been retired to a NARA Federal Records Center as a unit through the process described above. It is at this level that records are tracked by NARA throughout the remainder of their lifecycle. There is no limit on the maximum size of the unit, but at a minimum, it must always consist of at least one cubic foot of records. Some NARA Federal Records Centers may request that the customer agency restrict the maximum size of their transfers to a predetermined level that is acceptable to both the customer agency and the NARA Federal Records Center that will receive the transfers.

(3) The term “transfer” is also used to refer to the moving of records from the legal custody of the customer agency to the legal custody of the National Archives of the United States. This process (also known as “accessioning”) is now initiated via the creation of a Transfer Request in the Electronic Records Archives (ERA).

Transship: To move records from the physical custody of one NARA Federal Records Center to the physical custody of another NARA Federal Records Center.

Unscheduled Records: Agency records that lack a NARA-approved disposition authority.

Attachment B—Geographic Areas Served by Each NARA Federal Records Center
(The current address for each facility can be found on the following pages.)

STATE	NARA FEDERAL RECORDS CENTER	STATE	NARA FEDERAL RECORDS CENTER
Alabama	NARA Federal Records Center—Atlanta	Montana	USFS (RG 095) records are retired to the NARA Federal Records Center—Seattle. All other materials are retired to the NARA Federal Records Center—Denver.
Alaska	NARA Federal Records Center—Anchorage (pre-archival records) NARA Federal Records Center—Seattle (all other)	Nebraska	NARA Federal Records Center—Lenexa
Arizona	NARA Federal Records Center—Riverside	Nevada (except Clark County)	NARA Federal Records Center—San Francisco
		Nevada (Clark County)	NARA Federal Records Center—Riverside
Arkansas	NARA Federal Records Center—Fort Worth	New Hampshire	NARA Federal Records Center—Boston
California (Northern)	NARA Federal Records Center—San Francisco	New Jersey	NARA Federal Records Center—Lee's Summit
California (Southern)	NARA Federal Records Center—Riverside		
Colorado	NARA Federal Records Center—Denver	New Mexico	NARA Federal Records Center—Denver
Connecticut	NARA Federal Records Center—Boston	New York	NARA Federal Records Center—Lee's Summit
Delaware	NARA Federal Records Center—Philadelphia	North Carolina	NARA Records Center—Atlanta
District of Columbia	Washington National Records Center	North Dakota	NARA Records Center—Denver
Florida	NARA Federal Records Center—Atlanta	Ohio	District Court and Court of Appeals records are retired to the NARA Federal Records Center—Chicago. All other materials are retired to the NARA Federal Records Center—Dayton.
Georgia	NARA Federal Records Center—Atlanta	Oklahoma	NARA Federal Records Center—Fort Worth
Hawaii & Pacific Ocean Area	NARA Federal Records Center—San Francisco [US Courts (RG21), DOJ (RGs 60, 85, 118, 170, etc.), Government of American Samoa (RG 284)]	Oregon	NARA Federal Records Center—Seattle
Hawaii & Pacific Ocean Area	NARA Federal Records Center—Seattle [all other agencies]	Pennsylvania	NARA Federal Records Center—Philadelphia
Idaho	NARA Federal Records Center—Seattle	Puerto Rico	NARA Federal Records Center—Lee's Summit
Illinois	NARA Federal Records Center—Chicago	Rhode Island	NARA Federal Records Center—Boston
Indiana	District Court and Bankruptcy Court records are retired to the NARA Federal Records Center—Chicago. All other materials are retired to the NARA Federal Records Center—Dayton.	South Carolina	NARA Federal Records Center—Atlanta
Iowa	NARA Federal Records Center—Lenexa	South Dakota	NARA Federal Records Center—Denver
Kansas	NARA Federal Records Center—Lenexa	Tennessee	NARA Federal Records Center—Atlanta
Kentucky	NARA Federal Records Center—Atlanta	Texas	NARA Federal Records Center—Fort Worth
Louisiana	NARA Federal Records Center—Fort Worth	Utah	NARA Federal Records Center—Denver

STATE	NARA FEDERAL RECORDS CENTER	STATE	NARA FEDERAL RECORDS CENTER
Maine	NARA Federal Records Center—Boston	Vermont	NARA Federal Records Center—Boston
Maryland	District and Bankruptcy Court records are retired to the NARA Federal Records Center—Philadelphia. All other materials are retired to the Washington National Records Center.	Virginia	District and Bankruptcy Court records are retired to the NARA Federal Records Center—Philadelphia. All other materials are retired to the Washington National Records Center.
Massachusetts	NARA Federal Records Center—Boston	Virgin Islands	NARA Federal Records Center—Lee's Summit
Michigan	District Court and Bankruptcy Court records are retired to the NARA Federal Records Center—Chicago. All other materials are retired to the NARA Federal Records Center—Dayton.	Washington	NARA Federal Records Center—Seattle
Minnesota	NARA Federal Records Center—Chicago	West Virginia	District and Bankruptcy Court records are retired to the NARA Federal Records Center—Philadelphia. All other materials are retired to the Washington National Records Center.
Mississippi	NARA Federal Records Center—Atlanta	Wisconsin	NARA Federal Records Center—Chicago
Missouri	NARA Federal Records Center—Lenexa	Wyoming	NARA Federal Records Center—Denver

NARA Federal Records Center	Records Center Director	Fax Number
NARA Federal Records Center—Atlanta 4712 Southpark Blvd. Ellenwood, GA 30294	Robert Williams (Acting) (404) 736-2851 robert.williams@nara.gov	(404) 763-2922
NARA Federal Records Center—Boston 380 Trapelo Road Waltham, MA 02452	Paul Palermo (781) 663-0139 paul.palermo@nara.gov	(781) 663-0154
NARA Federal Records Center—Chicago 7358 Pulaski Road Chicago, IL 60629	Pamela Wegner (773) 948-9007 pamela.wegner@nara.gov	(773) 948-9059
NARA Federal Records Center—Dayton 3150 Springboro Road, Bldg 4 Dayton, OH 45439	Chloe (Rena') Reed (937) 425-0661 chloe.reed@nara.gov	(937) 425-0640
NARA Federal Records Center—Denver 17101 Huron St. Broomfield, CO 80516	Samantha Wade (Acting) (303) 407-5762 samantha.wade@nara.gov	(303) 407-5704
NARA Federal Records Center—Fort Worth 1400 John Burgess Drive Fort Worth, Texas 76140	Darin Cote (817) 551-2002 darin.cote@nara.gov	(817) 551-2009
NARA Federal Records Center—Kingsridge 8801 Kingsridge Drive Miamišburg, OH 45458	Lloyd (Mitch) Mitchell (937) 425-0601 lloyd.mitchell@nara.gov	(937) 425-0650
NARA Federal Records Center—Lee's Summit 200 Space Center Drive Lee's Summit, MO 64064	Sean Murphy (816) 268-8149 sean.murphy@nara.gov	(816) 268-8160
NARA Records Center—Lenexa 17501 W. 98 th Street Lenexa, KS 66219	Rose Parisse (Acting) (913) 563-7603 rose.parisse@nara.gov	(913) 825-7822
NARA Records Center—Philadelphia 14700 Townsend Road Philadelphia, PA 19154	Aaron Swann (215) 305-2011 aaron.swann@nara.gov	(215) 606-0116
NARA Federal Records Center—Pittsfield 10 Conte Drive Pittsfield, MA 01201	Edmund Kelly (413) 236-3610 edmund.kelly@nara.gov	(413) 236-3609
NARA Federal Records Center—Riverside 23123 Cajalco Road Perris, CA 92572	Michael Kretch (951) 956-2015 michael.kretch@nara.gov	(951) 956-2069
NARA Federal Records Center—San Francisco 1000 Commodore Avenue San Bruno, CA 94066	Patricia Bailey (650) 238-3471 patricia.bailey@nara.gov	(650) 238-3511

NARA Federal Records Center	Records Center Director	Fax Number
NARA Federal Records Center-Seattle 6125 Sand Point Way N.E. Seattle, WA 98115	Steven Ourada (206) 336-5143 steven.ourada@nara.gov	(206) 336-5112
National Personnel Records Center 1 Archives Drive St. Louis, MO 63138-1002	Kevin Pratt Assistant Director for Military Personnel Records (314) 801-0582 kevin.pratt@nara.gov	(314) 801-9195
National Personnel Records Center Annex 1411 Boulder Boulevard Valmeyer, IL 62295-2603	Kimberly Gentile Assistant Director for Civilian Personnel Records (314) 801-9221 kimberly.gentile@nara.gov	(314) 801-9269
Washington National Records Center 4205 Suitland Road Suitland, MD 20746-8001	Chris Pinkney (Acting) (301) 778-1511 christopher.pinkney@nara.gov	(301) 778-1621

Attachment D—Security of Systems Handling and Protection of Personally Identifiable Information

(a) *Applicability.*

This clause applies to all personally identifiable information, as defined in *Section B*, regardless of the medium in which it is found, and includes paper records.

(b) *Definitions.* As used in this clause:

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users, and for other than authorized purpose, have access or potential access to personally identifiable information, in usable form whether physical or electronic.

“Personally identifiable information (PII)” means any information that permits the identity of an individual to be directly or indirectly inferred, including any other information that is linked or linkable to that individual regardless of whether the individual is a citizen of the United States, legal permanent resident, or a visitor to the United States. Examples of PII include the following:

- (1) Name
- (2) Date of birth
- (3) Mailing address
- (4) Telephone number
- (5) Social Security number
- (6) E-mail address
- (7) Zip code
- (8) Account numbers
- (9) Certificate/license numbers
- (10) Vehicle identifiers including license plates
- (11) Uniform resource locators (URLs)
- (12) Internet protocol addresses
- (13) Biometric identifiers (e.g., fingerprints)
- (14) Photographic facial images
- (15) Any other unique identifying number or characteristic
- (16) Any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual

“Sensitive personally identifiable information (sensitive PII)” means a subset of PII, which if lost, compromised or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual, i.e.:

(1) Complete Social Security numbers, alien registration numbers (A-numbers) and biometric identifiers (such as fingerprints, voiceprints, or iris scans) are considered sensitive PII even if they are not coupled with additional PII.

(2) Additional examples include any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

- (i) Driver's license number, passport number, or truncated social security number (such as last 4 digits);
- (ii) Date of birth (month, day, and year);
- (iii) Citizenship or immigration status;
- (iv) Financial information such as account numbers or electronic funds transfer information;
- (v) Medical information; and/or
- (vi) System authentication information such as mother's maiden name, account passwords, or personal identification numbers.

(3) Other PII may be "sensitive" depending on its context, such as a list of employees with less than satisfactory performance ratings or an unlisted home address or phone number. In contrast, a business card or public telephone directory of agency employees contains PII, but it is not sensitive.

(c) Identification of PII.

(1) It is the originating agency's responsibility to identify, on the SF 135, records that contain sensitive PII. Agencies should use the "Restrictions" box G and the "Series Description" box to indicate this information. If an SF 135 is not used, then it remains the originating agency's obligation to notify NARA, in writing, that the records covered by the agreement contain sensitive PII.

(2) If there is no notification that the records contain sensitive PII or other restrictions, NARA will treat the records as unrestricted and assume no responsibility for any mishandling resulting from a failure to identify the records as containing sensitive PII.

(d) Data Security.

(1) NARA will physically or electronically secure sensitive PII when not in use and/or under the control of an authorized individual, and when in transit, to prevent unauthorized access or loss.

(2) When sensitive PII is no longer needed or required to be retained under applicable Government records retention policies, it will be destroyed, through means that will make the sensitive PII irretrievable.

(e) *Systems Security.*

(1) In performing its duties related to management, operation, and/or access of systems containing PII under this contract, NARA, its employees, and its contractors shall comply with all applicable security requirements and rules of conduct applicable to the agency's systems as described in:

- a) NARA Directive 1608;
- b) NARA Notice 2010-045;
- c) NARA Penalty Guide (Personnel 300, Appendix 752A – Penalty Guide); and
- d) NARA's Media Protection Methodology.

(2) All laptops used in performing this work will meet NARA security standards, including use of NIST Federal Information Processing Standard (FIPS) 140-2 validated (or its successor) encryption technology.

(3) Removable media, such as hard drives, flash drives, devices with flash memory, CDs, and floppy disks containing sensitive PII, shall not be removed from a Government facility unless they are encrypted using a NIST FIPS 140-2 or successor approved product.

(4) When no longer needed, all removable media, hard drives, and flash memory shall be destroyed in accordance with Government security requirements identified in NARA's Media Protection Methodology.

(5) All sensitive PII obtained under this agreement shall be removed from NARA-owned information technology assets upon termination of the agreement. Removal will be accomplished in accordance with NARA's Media Protection Methodology.

(6) Back up of any systems or files containing PII shall be treated in the same manner as the original data containing PII, with the same protections and obligations.

(7) NARA will use FIPS 140-2 (or successor) encryption of any sensitive PII when transmitted electronically across the Internet or other public works.

(f) *Breach Notification.*

(1) In the event of any actual or suspected breach of sensitive PII, NARA shall report the breach to the originating agency for appropriate action.

(2) The originating agency is responsible for any subsequent necessary notifications required by the agency's or Office of Management Budget's policies after the originating agency is informed of a breach.