

MEMORANDUM OF UNDERSTANDING

BETWEEN THE UNITED STATES AIR FORCE

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR U. S. GEOLOGICAL SURVEY

1. OBJECTIVE

A. The objective of this Memorandum of Understanding (MOU) is to establish policies and administrative procedures that will facilitate cooperation and coordination between the U.S. Air Force (USAF) and the U.S. Department of Interior, U.S. Geological Survey (USGS) in research, technology transfer, evaluations and education (RTTEE) relating to the management, cleanup and reduction of hazardous wastes at Air Force installations.

By entering into this MOU, both the USAF and the USGS hope to mutually benefit from their respective RTTEE programs which will result in the application of the most cost effective technology to accelerate hazardous waste cleanup at USAF installations.

B. Specific interagency agreements (IAGs) between the USAF and USGS will be developed pursuant to this MOU to define specific undertakings. Such IAGs may provide for cooperative projects, funds transfer, or other efforts deemed appropriate subject to applicable laws and regulations pertaining to the respective parties and the availability of funds.

I I. AUTHORITIES

The legal authority for the USGS and the USAF to enter into this MOU is the Economy Act of 1932, as amended (31. U.S.C. §1535). This MOU does not supersede or void existing memoranda of understanding or other agreements between the USAF and the USGS.

III. RESPONSIBILITIES

A. Upon execution of this MOU, each party will designate a primary point of contact who shall be responsible for the implementation of this MOU. The points of contact will promote technical coordination, identify funding for RTTEE programs, transfer funds to appropriate entities and assist in proposing site-specific or task specific IAGs for RTTEE projects.

B. Details of support for specific tasks, including funding, project plans, designation of cooperative work and details of program management and execution will be contained in individual IAGs. Also, USAF and USGS program officials will communicate directly with one another during the planning and execution of these IAGs.

IV. PERIODIC REVIEW BY DESIGNATED OFFICIALS

The USAF and the USGS will provide for management overview of their cooperative programs and projects undertaken pursuant to this MOU. To this end, the designated points of contact shall meet at least

once annually to exchange information concerning:

- (1) Long range programs to be conducted hereunder, including but not limited to anticipated funding and technological needs.
- (2) Proposed projects between the USAF and the USGS for the next fiscal year, including anticipated funding estimates.
- (3) Status and results of projects undertaken pursuant to this MOU and subsequent agreements.
- (4) Recommendations for improving the effectiveness of the cooperation of the parties.

V. ADMINISTRATION

It is the policy of the USAF and the USGS to make the results of the work contemplated by this MOU available to the public consistent with applicable security and governing regulations, as described below.

A. Financial Policy. It is recognized that both the USAF and the USGS have specific statutory requirements and limitations that dictate their financial policies. Accordingly, nothing in this MOU shall commit or be construed to commit any Air Force or USGS funds to carry out the terms of this agreement.

B. Program Funding. The details of the level of funding from one party to the other will be developed in project specific IAGs, if necessary. The USAF and the USGS will provide each other mutual support in budget justifications to the Office of Management and Budget and in hearings before the Congress with respect to programs in which they collaborate. The parties agree that to the extent any provisions of this agreement call for the expenditure of appropriated funds, such provisions shall be subject to the availability of funds appropriated by the Congress for such purpose.

C. Public Information Coordination. Subject to the Freedom of Information Act (5 U.S.C. §552), decisions on disclosure of information to the public regarding projects and programs implemented under this MOU will be made following consultation between USAF and USGS representatives.

D. Amendment and Termination. This MOU may be modified and amended or terminated by mutual agreement of the parties in writing and signed by each of the parties hereto. This MOU may be terminated by either party upon 90 days written notice to the other party.

E. Effective Date. This MOU will become effective upon the date of signature of the second party to execute the MOU, and will continue in force for 5 years or until modified or terminated as provided in paragraph V.D. above.

(Signed Original on File)

GARY D. VEST
Deputy Assistant Secretary
of the Air Force

DALLAS L. PECK
Director, U.S. Geological Survey

March 18, 1993
Date