

MEMORANDUM OF UNDERSTANDING
between
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
OFFICE OF NUCLEAR REGULATORY RESEARCH
and
THE UNITED STATES DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

I. Purpose and Intent

a. The objective of this Memorandum of Understanding (MOU) is to establish policies and administrative practices that will facilitate cooperation and coordination between the United States Nuclear Regulatory Commission (NRC), Office of Nuclear Regulatory Research (RES) and the United States Department of the Interior, U.S. Geological Survey (USGS) in research and development (R&D) in the earth sciences related to: the management, disposal, and environmental remediation of nuclear and mixed wastes; site decommissioning reviews; uranium in situ mining; and uranium mill tailings at existing and future sites in the United States. The R&D involves site-specific, generic, and process-oriented research both in the field and in the laboratory designed to improve understanding of the factors that control radionuclide transport in different hydrologic and geologic environments. By entering into this MOU, both RES and USGS seek mutual benefit from their respective R&D programs, to facilitate cooperative R&D at mutually agreed upon field sites, and to ensure effective exchange of information between RES and USGS laboratories and facilities. The R&D referred to here may include methods of site characterization and performance assessment, studies of contaminant fate and transport relating to site performance, evaluations of remediation and waste-treatment methods and technologies, laboratory and pilot-scale research, field studies, and demonstrations.

b. For the exchange of technical information, the focus of this MOU is on generic technical issues related to radionuclide transport in the environment.

c. All data and information related to radionuclide transport in the environment will be published and made available to the public as authorized by law through the agencies' public information and publishing procedures. Information and data from NRC funded research will not be disseminated to anyone, except the NRC and USGS personnel and contractors until such time as it is made available to the public. The parties will ensure that their contractors will disseminate such information in accordance with this agreement and the agencies' procedures.

d. This MOU is intended to develop working partnerships between the USGS and RES staff to achieve research accomplishments through collaboration on mutually defined research studies.

e. The designated NRC/USGS points of contact will be responsible only for research activities and technical information exchanges identified in this MOU and not those previously established for licensing purposes.

f. Specific interagency agreements (IA) between RES and USGS will be developed pursuant to this MOU whenever appropriate to define specific undertakings. Such IA's may provide for cooperative projects, or other efforts deemed appropriate, subject to applicable laws and regulations pertaining to the respective agencies and the availability of funds.

II. Authorities

Nothing in this MOU alters the statutory authorities of NRC or USGS. The legal authority of USGS to enter into this MOU is the Economy Act of 1932, as amended (31USC 1535). The authorities for NRC to enter into this MOU are the Section 205 of the Energy Reorganization Act of 1975 (42USC5845) and the Economy Act of 1932 as amended (31USC1535). This MOU does not supersede or void existing memoranda of understanding or other agreements between NRC and USGS.

III. Responsibilities

a. Designate staff-level points of contact at NRC Headquarters, within the Waste Management Branch, Office of Nuclear Regulatory Research and at USGS, within the Office of the Associate Director for Programs. The points of contact will promote technical coordination, identify joint R&D programs of mutual interest to the two agencies and funding for such programs, and will assist in arranging for supplemental interagency agreements for R&D projects of mutual interest at appropriate sites and laboratories. The points of contact also will facilitate the coordination and exchange of R&D data and technical information between the two agencies in the earth sciences (e.g., hydrogeology, geochemistry, geophysics, geology, volcanology, seismicity, geography, cartography and hydrology). The identified points of contacts will represent all NRC and USGS R&D programs and facilities conducting R&D on the disposal of nuclear and mixed waste, uranium in situ mining, and uranium mill tailings and the areas of decontamination, remediation, and decommissioning.

b. Support selected R&D programs of the other agency by providing resources or technical expertise for review or consultation in areas of mutual interest, subject to program priorities and budget constraints.

c. Support the exchange of technical information through data bases, information systems, clearinghouses, conferences, workshops, and other means pertaining to the earth-science aspects of the disposal of nuclear and related hazardous wastes, subject to program priorities and budget constraints.

d. Assist the other agency in the selection and assessment of NRC or USGS research sites by providing available information pertinent to selection criteria concerning candidate facilities or potential sites.

e. Support approved research at selected sites by providing services, facilities, utilities and other supporting resources as appropriate and subject to program priorities and budget constraints. Details of such support will be more specifically identified in supplemental interagency agreements prepared in accordance with applicable laws and regulations, and subject to the availability of funds.

f. NRC and USGS further agree that the points of contact designated by the two agencies will serve as joint chairpersons of a technical coordinating committee. The purpose of the committee will be to promote and coordinate joint research efforts. The committee will meet within four months of the effective date of

this MOU, and thereafter at the call of the joint chairs. Membership and participation in the committee will be as deemed appropriate by the two agencies.

g. Details of support for specific cooperative work including funding, project plans, designation of cooperative work, and details of program management and execution will be contained in individual interagency agreements. Also, RES and USGS program officials will communicate directly with one another during the planning and execution of these IA's.

h. Either agency will provide to the other agency any press releases or other public affairs information related to joint efforts or projects for review and concurrence prior to release.

IV. Administration

It is the policy of NRC and USGS to make the results of the research and development work contemplated by this MOU available to the public consistent with applicable security and other regulations.

a. Technology transfer: Since NRC and USGS have specific statutory patent policies regarding inventions funded in whole or in part by the federal government, their patent policies shall apply to agreements executed between the parties to the MOU as well as to contracts they are under where such agreements or contracts are funded in whole or in part by NRC and USGS. In all other circumstances it is agreed that the governing patent and data policies will be determined in accordance with the policy of the employing agency.

b. Financial policy: It is recognized that both NRC and USGS have specific statutory requirements and limitations that dictate their financial policies. Therefore, both agencies agree to consider and specifically to address the financial policies to be applied to each project under the authority of this MOU as a term of the individual IA derailing each such R&D project.

c. Program funding: Each agency will seek to ensure sufficient funding to carry out projects that are mutually agreed upon under this MOU. The details of the levels of funding to be furnished one agency by the other will be developed in specific IA's. NRC and USGS will provide mutual support in budget justifications to the Office of Management and Budget and in hearings before Congress with respect to programs on which they collaborate. The agencies agree that to the extent 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 purposes.

d. Public information coordination: Subject to the Freedom of Information Act (5USC552), decisions on disclosure of information to the public regarding projects and programs implemented under this MOU will be made following consultation between NRC and USGS representatives.

e. Amendment and termination: This MOU may be modified and amended by written agreement between NRC and USGS or terminated by mutual written agreement of both agencies or by either agency upon 90-day written notice to the other agency.

f. Effective date: This MOU will become effective upon the date of signature of the second agency to

execute the MOU and will continue in force for 5 years or until modified by mutual consent, or terminated at the request of either agency with 90 days prior notice.

(Signed Original on File)

(Signed Original on File)

David L. Morrison, Director
Office of Nuclear Regulatory Research
U.S. Nuclear Regulatory Commission

Bonnie A. McGregor,
Associate Director for Programs
U.S. Geological Survey
U.S. Department of the Interior

Date: 4/30/97

Date: 4/28/97