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MEMORANDUM OF UNDERSTANDING '99 DEC 22 P12:37  
between  
U.S. NUCLEAR REGULATORY COMMISSION  
and PUBLIC DOCUMENT ROOM  
U.S. DEPARTMENT OF ENERGY  
on  
COOPERATIVE NUCLEAR SAFETY RESEARCH

PURPOSE

The Nuclear Regulatory Commission (NRC) and the Department of Energy (DOE) both conduct research associated with nuclear power technology. The NRC conducts research to provide independent expertise and information for making timely regulatory judgments, anticipating problems of potential safety significance, resolving safety issues, and developing technical regulations and standards. The DOE conducts research to develop technologies to address operational issues at nuclear power plants relating to improving plant economics, reliability, and availability. Although the goals of the NRC and DOE research programs differ in many respects, the basic data and technical information obtained through joint research can be useful to each agency in appropriate cases. Accordingly, to conserve resources and to avoid duplication, it is in the best interest of both parties to cooperate and share information and costs related to such research, whenever such cooperation and cost sharing can be done in a mutually beneficial fashion.

The NRC and DOE have entered into Memoranda of Understanding governing cooperation and support of significant projects and activities ("Memorandum of Understanding Between the Department of Energy and the Nuclear Regulatory Commission," dated January 15, 1997, and signed by Hazel R. O'Leary, Secretary of the Department of Energy and Shirley A. Jackson, Chairman of the Nuclear Regulatory Commission) and governing Nuclear Regulatory Commission funded work performed at the Department of Energy laboratories ("Memorandum of Understanding Between the Nuclear Regulatory Commission and the Department of Energy," signed by Shirley Ann Jackson, Chairman of the Nuclear Regulatory Commission on October 15, 1998, and by Bill Richardson, Secretary of the U.S. Department of Energy on November 24, 1998). These documents provide agency level guidance on the interactions between the NRC and DOE.

This Memorandum of Understanding (MOU) between NRC and DOE describes the guiding principles under which cooperative research programs between NRC's Office of Nuclear Regulatory Research and DOE Office of Nuclear Energy, Science and Technology will be planned and conducted. Individual cooperative research projects are described in addenda to this document.

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## **PRINCIPLES OF COOPERATION**

### **Article 1 -Responsibility of the Parties**

#### **1.1 Management of Cooperative Research Programs**

- **NRC and DOE will mutually coordinate, integrate, prioritize, review and manage cooperative research programs. The overall coordination, integration, and prioritization of cooperative activities will be achieved through a management team consisting of the Director of the Office of Nuclear Regulatory Research, NRC, and the Associate Director for Technology, Office of Nuclear Energy, Science and Technology, DOE. The management team and their representatives will conduct business as needed throughout the year, but will formally meet together at least once per year to:**
  - **review the status and progress of ongoing cooperative research programs;**
  - **review potential new candidate cooperative research programs;**
  - **agree on priority, terms and conditions of new cooperative research initiatives; and**
  - **provide direction on continued work, termination or other matters, as necessary.**
- **Once approved by the management team, individual research projects will be documented via addenda to this MOU that address each project's;**
  - **goals and objectives,**
  - **scope, plan and technical requirements,**
  - **cost and schedule, and**
  - **resource commitment for each party**
  - **designation of a contracting agency**
- **Technical oversight of individual research projects will be accomplished by a technical review group established for each active area of cooperation, consisting of representatives assigned from each party.**

- The management team may recommend that the contracting agency terminate a cooperative research project at any time due to unsatisfactory contractor performance, lack of funds, changes in priority, or other compelling reason.
- Other parties (including both international and domestic organizations) may be invited to participate in any cooperative program, if mutually agreeable, and may serve on the corresponding technical review group.
- The designated contracting agency shall award the work in accordance with its own contracting procedures, subject to the direction of the technical review group.

## 1.2 Selection of Potential Cooperative Research Topics

- Potential cooperative research programs will be identified and priorities established, considering factors such as:
  - mutual interest in research topics,
  - usefulness of end products of research,
  - contribution to risk reduction,
  - cost-effectiveness, and
  - timeliness.
- Cooperative research programs will be conducted if,
  - mutually acceptable technical requirements (e.g., objectives, scope, approach, QA requirements, etc.) can be agreed upon;
  - mutually acceptable contract terms, roles and responsibilities for each party (e.g., contracting responsibility, financial contribution, payment arrangements, documentation of results, management, terms, etc.) can be agreed upon; and
  - the program can be conducted in accordance with the guidelines discussed in (2) below.

## Article 2 - Guidelines for Cooperative Research

- 2.1 Cooperative research programs shall be structured so as to avoid organizational conflict of interest. In general, this will be accomplished by having the cooperative program's focus on basic data needs, and not on solutions to specific regulatory issues or conclusions as to the application of the data to regulation. Developing solutions to regulatory issues or applying the data to regulation shall be done independently by the parties outside the terms of this Memorandum of Understanding.
- 2.2 All non-proprietary data or results produced by the cooperative program shall be shared by all participants, and each party shall be free to disseminate them to whomever they choose. Proprietary information supplied to support conduct of the research will be protected in accordance with applicable rules and regulations.
- 2.3 NRC and DOE shall be free to publish the data or results from cooperative research programs in reports, journals or conference proceedings as they judge appropriate. Publication of data or results from cooperative research programs in reports, journals or conference proceedings by contractors shall require approval of the Directors or their representatives.
- 2.4 On a project basis, the parties will jointly determine if patents generated by the cooperative program should be obtained. Any patent rights will be allocated consistent with applicable laws and practices and as agreed to by the parties.
- 2.5 Either party shall have access to visit the facilities, separately or jointly, and review the data associated with the project at their request.
- 2.6 Either party can, at their own expense, conduct additional research beyond the scope of the cooperative agreement using the contractor facility if they so desire.
- 2.7 The cost of the cooperative program to each party shall generally be proportional to the value of the results to the party. Cash contributions as well as the value of services (e.g., contracting, program management) or other contributed work can be considered in the cost sharing arrangements. These can include cooperative projects where each party contracts for, manages and conducts research, and shares results.
- 2.8 This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds.

## Article 3 - Terms of Agreement

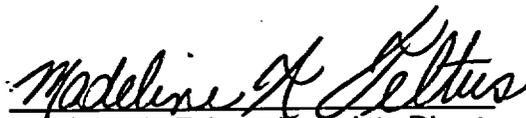
- 3.1 This agreement shall be effective upon the date of signature and shall continue for a period of five years.

- 3.2 Either party may terminate this agreement at any time, by giving a three-month written notice.
- 3.3 Any party may withdraw from an individual cooperative research program (covered in addenda) upon written notice to the other party or parties and payment of reasonable terminations costs. The remaining party(s) may continue the program at its own expense, if it so chooses, and all data generated subsequent to the withdrawal of a party shall not be subject to the provisions of this MOU.

AGREEMENT



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Ashok C. Thadani, Director  
Office of Nuclear Regulatory Research  
U.S. Nuclear Regulatory Commission



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Madeline A. Feltus, Associate Director  
Office of Technology  
Office of Nuclear Energy, Science  
and Technology  
U.S. Department Of Energy

8/16/93

Date