

**Funds-Out Interagency Agreement
General Provisions/Requirements**

- a. Purpose. The purpose of this Interagency Agreement (IA) between the U.S. Department of Energy (DOE) and the U.S. Nuclear Regulatory Commission (NRC) is to implement the Memorandum of Understanding (MOU) dated _____, 2001 for the NRC to provide technical assistance to DOE in regard to DOE's incidental waste determinations for the Idaho National Engineering and Environmental Laboratory.
- b. Incurrence of Costs. The Recipient/Performing Agency is not authorized to expend or commit funds in excess of the amount obligated. If it is anticipated that the funds provided by this Agreement will be insufficient to complete the work requirements, the written approval of the DOE Contracting Officer must be obtained prior to the incurrence of costs in excess of the amount provided. Costs will be billed in accordance with NRC policy for charging full costs for reimbursable work. NRC policy requires charging for direct staff time based upon the hourly rate as established in 10 CFR Part 170, in addition to any contractor or foreign travel costs incurred in order to perform services specified in the Statement of Work.
- c. Duration, Termination, and Modification of the Agreement. This Agreement shall remain in effect from the date of execution until the end of the performance period, unless it is terminated by mutual agreement or by written notice of either party submitted at least 30 days in advance of the termination. In the event of such termination the Recipient/Performing Agency shall be reimbursed, to the extent permitted, for obligations actually incurred to the effective date of the termination and for commitments extending beyond the effective date of termination to a date not later than the date upon which the Agreement would have expired if not terminated under this paragraph, which the Recipient/Performing Agency, in the exercise of due diligence, is unable to cancel. Payments under this Agreement, including payments under this article shall not exceed the amount(s) committed under this Agreement. This Agreement may be modified at any time by the mutual agreement of both DOE and NRC.
- e. Patents and Technical Data. Disposition of rights to inventions made in any contract, grant or cooperative agreement under this Agreement with any small business firm or domestic nonprofit organization will be in accordance with 35 U.S.C. 200-212. In all other contracts, grants or cooperative agreements under this Agreement, the Recipient/Performing Agency shall coordinate the disposition of rights to inventions with the DOE Patent Counsel. In both cases, the agency shall obtain for DOE substantially the same rights in data as those set forth in DOE's acquisition and assistance regulations when requested by DOE or as deemed appropriate by the agency.
- f. Issue Resolution. Unless otherwise indicated below, it is expected that programmatic guidance will be handled through discussions between the staff of the Recipient/Performing Agency's Program Director listed on the Face Page, item 2.c., and the DOE Program Manager, Face Page Item 11. Any administrative issues including billing questions, unresolved items or issues requiring a formal change to this Agreement shall be addressed to the DOE Contracting Officer, Face Page, Item 12.

g. Payment.

- (1) DOE authorizes the Recipient/Performing Agency to expend funds in adherence to the requested work and/or deliverables cited herein. DOE's preferred method for reimbursing the Recipient/Performing Agency is via the On-Line Payment and Collection (OPAC) system. Each OPAC charge must clearly make reference to DOE's IA No. cited in block 3.a. If OPAC is not a satisfactory billing method, a mutually agreeable alternative should be negotiated before acceptance of this Agreement.

NRC Billing Information

Agency Location Code: 31-00-0001
NRC Point of Contact: Thalia Stevenson
Telephone: (301)415-6093

ID Finance (OPAC) Contact

Agency Location Code: 89001302
CID No. (TBD)
DOE-ID Point of Contact: Terry Patterson, Finance Division
Telephone: (208)526-9017

ID Budget Contact

Patricia Alexander, Budget Division
Telephone: (208)526-9943

- (2) When applicable, vouchers for payments will be submitted on the agreed upon form.
- (3) When applicable, any funds obligated by DOE which are expected to remain beyond the original period of performance for a project which is incomplete, or for which there is an increased scope of work, will remain available to the Recipient/Performing Agency if the Agreement is amended by the DOE to extend the period of performance for the work beyond the original completion date. Request for such time extensions should be made to the DOE by the Recipient/Performing Agency at least 30 days prior to the end of the performance period.
- (4) When applicable, any funds obligated by DOE for a continuing project remain available for the entire performance period of the project, unless there is a date specified as a required completion date after which no further funds shall be expended. Any DOE funds remaining unexpended at the conclusion of performance of all tasks under this Agreement shall be returned promptly to DOE.

h. Other Provisions.

- (1) Limitation of Funds: Pursuant to this clause entitled "Limitation of Funds," \$200,000 is obligated initially and made available for payment of allowable costs to be incurred from the effective date of this interagency agreement through the period estimated to end December 31, 2002. The remaining \$240,000 will be made available through subsequent modifications to this interagency agreement, subject to the availability of funds in accordance with MOU section (2) c) Program Funding.
- (2) The NRC shall notify the Contracting Officer, in writing within 45 days, whenever it has reason to believe that the costs incurred will meet or exceed 75 percent of the total amount allocated to this interagency agreement.

i. Statement of Work

The Statement of Work is attached as Attachment A.

j. Reporting Requirements

The NRC shall submit a financial report on a quarterly basis. Details shall be included on work completed and costs. One copy of each report shall be submitted to the DOE Contract Administrator (Face page, Item 1.b.), and one copy shall be submitted to the DOE Program Officer (Face page, Item 11).

k. INEEL Access Safety

The NRC may visit the INEEL for tours and/or meetings during the performance of these reviews. During such visits, the NRC would be under DOE-ID/DOE-ID contractor escort, who would be responsible for ensuring that INEEL safety practices are followed.

**STATEMENT OF WORK
FROM THE
U.S. DEPARTMENT OF ENERGY
IDAHO OPERATIONS OFFICE
REGARDING THE MANAGEMENT OF (1) EXISTING SODIUM-BEARING
WASTE AND (2) RESIDUAL WASTE FROM THE CLOSURE OF THE HIGH-
LEVEL WASTE STORAGE TANKS
AT THE IDAHO NATIONAL ENGINEERING AND ENVIRONMENTAL
LABORATORY**

1 Introduction

1.1 Background

The U.S. Department of Energy (DOE) Idaho Operations (ID) has established a program for emptying the remaining waste from eleven high-level waste (HLW) storage tanks at the Idaho National Engineering and Environmental Laboratory (INEEL) Tank Farm Facility (TFF), treating the waste, and closing the TFF tanks. DOE Order 435.1, *Radioactive Waste Management*, and DOE Manual 435.1-1, *Radioactive Waste Management Manual*, address the management of radioactive waste including low level waste (LLW), transuranic (TRU) waste, and HLW. DOE Manual 435.1-1 also discusses the process for making a waste incidental to reprocessing (WIR) determination on waste that has been associated with HLW processing. DOE-ID will attempt to demonstrate through the WIR determination by evaluation process, specified in DOE Manual 435.1-1, that the 1.3 million gallons of sodium-bearing waste (SBW) are WIR and can be managed as TRU waste and that residuals remaining in the tanks after closure are WIR that can be managed as LLW. The implementation guide for use with DOE Manual 435.1-1 states that "...consultation with the NRC staff related to compliance with the evaluation requirements is strongly encouraged." DOE-ID requests consultation and review from the U.S. Nuclear Regulatory Commission (NRC) on these WIR determinations.

1.2 Description of the WIR Documents

The SBW WIR Determination document and the TFF Residual WIR Determination document will provide the record for these WIR determinations. Each document will contain general information about the INEEL and an introduction to the regulatory requirements for the WIR determination process. The documents will present the source and description of the waste, the technical basis for conformance to the WIR process, conclusions about protection of the public and the environment, and the basis for document approval. Each WIR document will include appendices of supporting

data. The TFF Residual WIR document will contain a summary of the TFF Performance Assessment (PA), including the ground water model that was used for the PA.

2 Description of Work to be Performed

- 2.1** The NRC will provide technical assistance and advice to DOE-ID regarding DOE-ID's determination of SBW as incidental waste to be managed as TRU waste. Specifically, the NRC will perform a technical review of the final draft of the DOE-ID WIR Determination for SBW to assess whether the waste has been processed, or will be processed, to remove key radionuclides to the maximum extent that is technically and economically practical. At the conclusion of these review activities, the NRC will provide a final report to DOE-ID to document its conclusions.
- 2.2** The NRC will provide technical assistance and advice to DOE-ID regarding DOE-ID's determination of the residual wastes from tank closure activities as incidental waste to be managed as LLW. Specifically, the NRC will perform a technical review of the final draft of the DOE-ID WIR Determination for residual tank farm waste. The NRC will assess whether the determination has sound technical assumptions, analysis, and conclusions with regard to protecting the public health and safety and the environment. At the conclusion of these review activities, the NRC will provide a final report to DOE-ID to document its conclusions.
- 2.3** The NRC and DOE-ID will work together to develop an overall schedule for accomplishing specific activities under this Interagency Agreement.
- 2.4** Additional tasks may be identified throughout the course of implementing the Agreement.