

Mr. Dwight E. Shelor, Associate Director
for Systems and Compliance
Office of Civilian Radioactive Waste Management
U. S. Department of Energy, RW 30
Washington, D.C. 20585

Dear Mr. Shelor:

SUBJECT: REVISIONS TO PROCEDURAL AGREEMENT

The purpose of this letter is to transmit the enclosed revised markup of the "Procedural Agreement Between the U.S. Nuclear Regulatory Commission (NRC) and the U.S. Department of Energy (DOE) Identifying Guiding Principles for Interface During Site Investigation and Site Characterization," and the "Agreement Between the DOE's Office of Geologic Repositories Projects and NRC's Division of Waste Management During the Site Investigation and Characterization Programs and Prior to the Submittal of an Application for Authorization to Construct a Repository." These markups are being provided as background for the September 12, 1991 interaction to discuss revisions to them. As reflected in the document, newly proposed language is enclosed in brackets, [], and old language proposed for deletion is marked through with a line.

If you have any questions concerning this matter, please contact the Project Manager for this subject, Mr. Robert Carlson at (301)/FTS 492-0435.

Sincerely,

for (Original Signed by *Joseph J. Holonick*)
John J. Linehan, Acting Director
Repository Licensing and Quality
Assurance Project Directorate
Division of High-Level Waste Management
Office of Nuclear Material Safety
and Safeguards

Enclosure: As Stated

- cc: R. Loux, State of Nevada
- C. Gertz, DOE/NV
- S. Bradhurst, Nye County, NV
- M. Baughman, Lincoln County, NV
- D. Bechtel, Clark County, NV
- D. Weigel, GAO
- P. Niedzielski-Eichner, Nye County, NV
- C. Thistlethwaite, Inyo County, CA
- V. Poe, Mineral County, NV
- F. Sperry, White Pine County, NV

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Distribution: See page 2

OFC :HLPD	:HLPD	:HLWM	:	:	:
NAME: <i>[Signature]</i>	:JHolonick	:JLinehan	:	:	:
Date: 09/9/91	:09/9/91	:09/9/91	:	:	:

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RC/PROCEDURE

Mr. Dwight Shelor

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RBallard, HLGE

LSS
Central File
MFederline, HLHP

PROCEDURAL AGREEMENT BETWEEN THE U.S. NUCLEAR REGULATORY COMMISSION
AND THE U.S. DEPARTMENT OF ENERGY IDENTIFYING GUIDING PRINCIPLES FOR
INTERFACE DURING SITE INVESTIGATION AND SITE CHARACTERIZATION

This Procedural Agreement outlines procedures for staff consultation and exchange of information which the [U.S. Nuclear Regulatory] Commission (NRC) [staff] and the [U.S.] Department of Energy (DOE) will observe in connection with the characterization of sites for a geologic repository under the Nuclear Waste Policy Act of 1982 [as amended (NWSA)]. The purpose of these procedures is to assure that an information flow is maintained between the two agencies which will facilitate the accomplishment by each agency of its responsibilities relative to site investigation and characterization under the ~~National Waste Policy Act~~ [NWSA]. The agreement is to assure that NRC receives adequate information on a timely basis to enable NRC to review, evaluate, and comment on those DOE activities of regulatory interest in accordance with DOE's project decision schedule and thereby facilitate early identification of potential licensing issues for timely staff resolution. The agreement is to assure that DOE has prompt access to NRC for discussions and explanations relative to the intent, meaning and purpose of NRC comments and evaluations on DOE activities and so that DOE can be aware, on a current basis, of the status of NRC actions relative to DOE activities.

This Procedural Agreement shall be subject to the provisions of any project decision schedule that may hereafter be established by DOE, and any regulations that may hereafter be adopted by NRC, pursuant to law. In particular, nothing herein shall be construed to limit the authority of the Commission to require the submission of information as part of a general plan for site characterization activities to be conducted at a candidate site or the submission of reports on the nature and extent of site characterization activities at a candidate site and the information developed from such activities.

1. NRC On-Site Representatives

As early as practicable, following area phase field work, NRC on-site representatives will be stationed at ~~each~~ [any] site undergoing investigation principally to serve as a point of prompt informational exchange and consultation and to preliminarily identify concerns about such investigations relating to potential licensing issues.

2. ~~Meetings~~ [Interactions]

From the time this agreement is entered into, and for so long as site characterization activities are being planned or are in progress, DOE and NRC will schedule and hold ~~meetings~~ [interactions] periodically as provided in this section. [Interactions are classified as meetings, technical exchanges, or site visits.] A written report agreed to by both DOE and NRC will be prepared for each ~~meeting~~ [interaction .] ~~including agreements reached.~~

ENCLOSURE

- a. Technical ~~meetings~~ [interactions] will be held between DOE and NRC technical staff to: review and consult on interpretations of data; identify potential licensing issues; agree upon the sufficiency of available information and data; and agree upon methods and approaches for the acquisition of additional information and data as needed to facilitate NRC reviews and evaluations and for staff resolution of such potential licensing issues.
- b. Periodic [licensing and] management meetings will be [held] ~~at the site-specific project level~~ whenever necessary, but at least [semi-annually] ~~quarterly~~, to review the summary results of the technical ~~meetings~~ [interactions]; to review the status of outstanding concerns and issues; discuss plans for resolution of outstanding items and issues; to update the schedule of technical meetings and other actions needed for staff resolution of open items regarding site characterization programs; and to consult on what generic guidance is advisable and necessary for NRC to prepare. Unresolved management issues will be promptly elevated to upper management for resolution.
- c. Early technical ~~meetings~~ [interactions] will be scheduled [as needed] to discuss written NRC comments on DOE documents such as [Field Study] ~~Site Characterization Plans~~, DOE's semi-annual progress reports, and technical reports to foster a mutual understanding of comments and the information or activities needed for staff resolution of the comments.
- d. In formulating plans for activities which DOE will undertake to develop information needed for staff resolution of potential licensing issues, DOE will meet with NRC to provide an overview of the plans so that NRC can comment on their sufficiency. These discussions will be held sufficiently early so that any changes that NRC comments may entail can be duly considered by DOE in a manner not to delay DOE activities.
- e. Schedules of activities pertaining to technical ~~meetings~~ [interactions] will be made publicly available. Potential host States and affected Indian tribes[, and affected units of local government] will be notified and invited to attend technical ~~meetings~~ [interactions] covered in this section (Section 2, ~~Meetings~~ [Interactions]). The notification will be given on a timely basis ~~by the DOE~~ [by the NRC two weeks prior to the interaction, where possible]. These technical ~~meetings~~ [interactions] will be open ~~meetings~~ with members of the public being permitted to attend as observers.

3. Timely Release of Information

- a. Data collected during site investigations will be made available to NRC on a current, continuing basis after the DOE (or DOE contractor) quality assurance checks that are inherent in determining that the data ~~has~~ [have] been obtained and documented properly.

b. DOE's analyses and evaluations of data will be made available to NRC in a timely manner.

4. Site-Specific Samples

Consistent with mutually agreed on procedures, DOE will provide NRC with ~~site-specific~~ samples to be used by NRC for independent analysis and evaluation.

5. Agency Use of Information

It is understood that information made available to either agency under this agreement may be used at that agency's option in carrying out its responsibilities.

6. Project Specific Agreements

~~Project specific agreements to implement the above principles will be negotiated within 120 days of the time this agreement is entered into. These project specific agreements will be tailored to the specific projects to reflect the differences in sites and project organizations.~~

[Specific agreements will be developed for each site under investigation.]

7. Nothing in this agreement shall be construed as limiting forms of informal consultation not mentioned in this agreement (for example, telephone conversation or exchanges of reports). These other consultations will be documented in a timely manner.

[8.] [QA Audits and Surveillances]

[NRC staff and representatives from affected units of state and local governments will be permitted to observe DOE QA audits and surveillances. In addition, the NRC may perform audits of DOE and participant QA programs.]

~~Robert L. Morgan, Project Director~~
[John W. Bartlett, Director]
~~Nuclear Waste Policy Act~~
~~Project Office~~
[Office of Civilian Radioactive
Waste Management]
U.S. Department of Energy

~~John G. Davis, [Robert M. Bernero] Director~~
Office of Nuclear Material Safety
and Safeguards
U.S. Nuclear Regulatory Commission

Date: _____

Date: _____

AGREEMENT BETWEEN THE [U.S.] DEPARTMENT OF ENERGY'S [(DOE'S)] OFFICE OF ~~GEOLOGIC REPOSITORIES PROJECTS (BWIP, NHWST, SRP, CRP)~~ [CIVILIAN RADIOACTIVE WASTE MANAGEMENT] AND THE [U.S.] NUCLEAR REGULATORY COMMISSION'S [(NRC)] DIVISION OF [HIGH-LEVEL] WASTE MANAGEMENT DURING THE SITE INVESTIGATION AND CHARACTERIZATION PROGRAMS [FOR THE YUCCA MOUNTAIN, NEVADA SITE] AND PRIOR TO THE SUBMITTAL OF AN APPLICATION FOR AUTHORIZATION TO CONSTRUCT A REPOSITORY

This agreement implements, on a project-specific basis, the Procedural Agreement¹ made between the [U.S. Nuclear Regulatory] Commission (NRC) and the [U.S.] Department [of Energy] (DOE) and supersedes all previous project-specific agreement(s) between NRC (Division of [High-Level] Waste Management) and DOE (Office of ~~Geologic Repositories~~ [Civilian Radioactive Waste Management]) regarding information exchange and consultation for potential repository sites. This agreement implements (Wrong ref. because project SP agreements are being deleted) Section 6 of the DOE/NRC Procedural Agreement which requires that project-specific agreements, tailored to the specific project and reflecting differences in sites and project organizations be negotiated to implement the principles established in the Procedural Agreement. ~~Because this project level agreement is drawn to implement the principles set forth in the Procedural Agreement, appendices detailing project-specific items as necessary are attached. These appendices will be updated, added to, or changed as required.~~ Nothing in this agreement shall be construed either to modify the Procedural Agreement in any way or to confer [rights] ~~with~~ on any party other than the parties to these agreements.

1. NRC On-Site Representatives (ORs)

[The NRC ORs shall have independent office facilities in Las Vegas, Nevada.]

At such time as the NRC ORs are stationed at [the] ~~each~~ site, they are to be provided with office space that can be readily visited by members of the public and is near the DOE [Yucca Mountain Site Characterization] Project Office² and site activities ~~(where Project Office and site activities are not convenient to one another, two separate offices will be provided).~~

Where such office space can be provided [,] ~~in DOE facilities,~~ DOE is to provide such space/ ~~Otherwise, the DOE is to provide space in its facilities near the Project Offices and site activities [,] and the NRC is to provide space that can be visited by the public.~~

The NRC OR shall be afforded access to personnel, project records and facilities at the respective site, geologic repository operations area and adjacent areas, research facilities and other contractor and subcontractor areas. Access will be subject to applicable requirements for proper identification and compliance with applicable access control measures for security, radiological protection and personnel safety. Records as used above shall include all records that would be generally relevant to a potential licensing decision by the Commission. Included in this category are records kept by DOE and DOE contractors and subcontractors accessible to DOE.

~~Project-specific conditions are discussed in the appendices.~~

¹~~Procedural Agreement Between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Site Investigation and Site Characterization" herein referred to as the Procedural Agreement (FR 48:38701)~~

2. ~~Meetings~~ [Interactions]

A. ~~Technical Meetings~~ [Technical Interactions]

Schedules agreed on, pursuant to Section 2.e of the Procedural Agreement, for future meetings covering approximately a three month period will be updated at least weekly and posted prominently in the local and headquarters public document rooms (PDRs) of both the NRC and the DOE. In addition, ~~a toll-free telephone service[s]~~ will be operated by DOE headquarters [and NRC] to announce the meeting schedules. A description of this process for making the schedule of upcoming meetings publicly available will be provided by a DOE annual Federal Register Notice. ~~Affected State/tribal representatives~~ [Representatives from the State of Nevada, affected indian tribes and affected units of local governments] will be given the opportunity to participate at the technical ~~meetings~~ [interactions].

Dates for major technical ~~meetings~~ [interactions] will be agreed to as far in advance as is particable with a goal of four months in advance. Final agreement as to agenda and participants normally will both be reached a minimum of 10 working days prior to the scheduled date for the meeting and be posted in the PDRs. Deviations from the agreed to agenda are permitted upon agreement of NRC, ~~and the cognizant DOE/Project Office~~ and [the organizations that participate in developing the agenda]. Although both agencies will use their best efforts to provide the indicated lead times, nothing in this section shall be construed as preventing the scheduling of technical ~~meetings~~ [interactions] with shorter lead times by mutual [agency] agreement. ~~The host agency has the responsibility for organizing and conducting technical meetings.~~

B. [Licensing and] ~~and~~ Management Meetings

As part of the discussion during [licensing and] managment meetings held under Section 2.b of the Procedural Agreement, issues related to policy, budget, program scope, commitment of resources and program schedules may be included as appropriate. ~~The host agency has the responsibility for organizing and conducting management meetings.~~ The procedures established in Section 2.A above regarding dissemination of schedules and agendas for the technical ~~meetings~~ [interactions] will also be used to disseminate schedules and agendas for the [licensing and] management meetings.

C. ~~Meeting~~ [Interactions] Reports

~~A meeting report containing a summary of important observations and issues discussed at meetings will be jointly prepared by DOE and NRC for the Technical and Management meetings discussed above, and signed or initialed by representatives of both agencies at the conclusion of each meeting. [The format of the interaction report should include a short introductory paragraph stating the date of the meeting, the oragnizations that participated, and the purpose.~~

Attached to the minutes should be the list of attendees. In the body, the minutes should describe the presentations made and the discussions held during the meeting. Information presented in the minutes will only report the events that took place during the meeting. Slides of presentations should be included as attachments to the minutes. Following preparation of the minutes, the NRC and DOE lead representatives will sign the minutes.] An opportunity will be provided for ~~State/affected tribal~~ representatives [from the State of Nevada, affected Indian tribes, and affected units of local government] to add their comments and observations to ~~and initial~~ the meeting summary. ~~A standard format shown in Appendix 6, will be used in the preparation of meeting reports.~~ The DOE [and NRC] will issue meeting reports within ~~two weeks~~ [thirty days] after the meeting. The [NRC] ~~DOE~~ will also provide the meeting reports to ~~the affected~~ [the State of Nevada, affected Indian tribes, ~~and affected units of local government,~~] ~~States and Indian Tribes~~ and its PDRs. The ~~NRC~~ [DOE] will distribute meeting reports to its PDRs.

3. Timely Release of Information

A. Report Inventory

Each agency will develop as soon as practicable and thereafter maintain and exchange an inventory of [completed] reports [and products.], ~~plans, procedures, and technical positions (products) both completed and in process.~~ This inventory will include descriptions of product scope and purpose as well as the scheduled dates for completion of draft and final products. The inventories will be updated and exchanged at least ~~quarterly~~ [semi-annually.] This will allow each agency to request products from the other, ~~and thereby influence priorities for release.~~

B. Points of Contact

Respective points of contact for the [Yucca Mountain] ~~individual DOE~~ project and the NRC are defined in the appendix [Appendix 1]. Either agency may change their points of contact unilaterally with prior notification to the other party. Other organizations within the NRC will work through these designated points of contact within the NRC's Division of [High-Level] Waste Management for interactions with the DOE's Office of Geologic [Civilian Radioactive Waste Management] ~~Repositories Projects.~~ Details of the information exchange will be determined by the individual project requirements and defined in the appendix as appropriate.

Technical communications [covered under Item C in Appendix 1] are intended solely for the exchange of information and ideas by NRC and DOE personnel involved in the various technical areas relating to the site information program for [the] ~~potential~~ repository site. Individuals participating in such communications have no authority to present official NRC or DOE positions or to make official policy statements on behalf of either NRC or DOE.

C. Site Investigation and Site Characterization Data for [the] Potential Repository Site.

To keep the NRC on-site representative informed regarding what data will be forthcoming and when, DOE will notify the representative of the schedule of planned field and laboratory testing covering as long a period as practicable. The representative will also be notified of changes to the test schedule. The schedule and any notification of changes to the schedule will also be provided to the cognizant NRC ~~Repository Project Branch~~ Section Leader. ~~(see Appendices 1-4).~~

The DOE will develop as soon as practicable and thereafter maintain a catalog of [all] data [obtained by all DOE investigations.] This catalog will include descriptions of[:] the data[;] the time, place, and method of acquisition[;] [a count of records in the file for each measured variable or parameter;] and where ~~to~~ [the basic data recording] may be examined. This catalog will be [maintained in computer data base, readily available for read-only access by the NRC and, if requested, provided to the NRC in a specified computer readable format]. It will be updated [concurrently with the acquisition of any new data. A description of the data catalog, information and protocols on accessing it by computer, and contacts for information and assistance will be] ~~and provided to NRC at least quarterly.~~ [Revisions of the procedures for maintaining the data catalog will be provided to NRC as they are made. If requested by NRC, DOE will provide NRC with a hard-copy of the catalog of data.]

Upon NRC request and at a location chosen by the DOE, the DOE will make data available to the NRC for examination.

After the quality assurance checks specified in Section 3.a of the Procedural Agreement have been completed [(]which will normally be [from the time of acquisition to] within 45 days from data acquisition either in the laboratory or in the field[)], data will be [made available and] provided to the NRC [as requested. The DOE will develop as soon as practicable and thereafter maintain all processed site investigation and characterization data in digital formats accessible on computer data bases. As this capability is developed or at the time any DOE investigator has remote computer access to any of these data bases, the data bases will be made available to the NRC by way of read-only remote computer access. Selected sets of data will be provided to the NRC in computer accessible media and/or] hard-copy format upon request.

Because of the preliminary nature of these data, all such data placed in the PDR will carry the following caveat: "QA checks on data contained here have only been performed to determine that the data has been obtained and documented properly. The DOE cautions that [these data files] ~~any~~ [and] ~~to~~ [are incomplete and] preliminary. ~~and~~ [This information is] subject to change ~~as further analyses are performed or as an enlarged and perhaps~~ [as a] more representative data base is accumulated. ~~These data and~~ [Any analyses and] interpretations should be ~~used~~ [made] accordingly."

The NRC will also notify the DOE of its schedule (and those of its contractors) of planned field and laboratory testing conducted at or with samples from [the] ~~potential~~ repository site and will establish, maintain, update, and provide to the DOE inventory of data as described in the preceding paragraph.

4. ~~Site-Specific~~ Samples

Consistent with the procedures specified in Appendix ~~5~~ [2], the DOE will provide the NRC with ~~site-specific~~ samples.

5. Terms of Agreement

The terms of this agreement ~~will be reviewed annually and~~ may be amended at any time by mutual consent, in writing.

6. Effective Date

This agreement shall enter into force on the latter date of signature by the parties.

DOE.

NRC

William Bennett 8-20-84
William Bennett
Acting Associate Director
Office of Geologic Repositories

Robert Browning
Robert Browning
Director
Division of Waste Management
(NMSS/NRC)

Jeff O. Neff 9/7/84
Jeff O. Neff
SRPD Manager
DOE-CH

Hubert Miller
Hubert Miller
Chief
Repository Projects Branch
(NMSS/NRC)

O. Lee Olson
O. Lee Olson
BWIP Manager
DOE-RL

James Kennedy
James Kennedy
BWIP Section Leader

Donald L. Vleth
Donald L. Vleth
NNWSI Manager
DOE-NV

Seth Coplan
Seth Coplan
NNWSI Section Leader

Sally A. Mann
Sally A. Mann
CPO Manager
DOE-CH

John Linehan
John Linehan
Salt Project Section Leader

Signature Blocks

DOE

NRC

**[Dwight Shelor, Associate
Director for Systems
and Compliance]
[Office of Civilian Radioactive
Waste Management]
[U.S. Department of Energy]**

**[Joseph J. Holonich, Acting
Project Director]
[Repository Licensing and Quality
Assurance Project Directorate]
[Division of High-Level Waste
Management]
[Office of Nuclear Material Safety
and Safeguards]
[U.S. Nuclear Regulatory
Commission]**

~~Appendix 1 - BWIP~~ Delete Appendix

1. Points of contact between NRC and DOE projects

a. Formal communications

BWIP Project Manager to and from NRC BWIP Project Section Leader

<u>DOE</u>	<u>NRC</u>
Project Officer Manager U.S. Department of Energy Richland Operations Office BWI Project Office P.O. Box 550 Richland, WA 99352	Section Leader BWIP Project Section Division of Waste Management U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852

b. Technical communications

<u>Area</u>	<u>NRC</u>	<u>BWIP Staff/ Contractors</u>
Performance Assessment	Salt Project Section Leader or designee	R. T. Wilde
Repository Design	Mining, Geoengineering Facility Design Section Leader or designee	R. J. Gimera
Quality Assurance	BWIP Project Section Leader or designee	M. S. Karol
Geology	Geology/Geophysics Section Leader or designee	S. M. Price
Geochemistry	Geochemistry Section Leader or designee	P. F. Salter
Hydrogeology	Hydrology Section Leader or designee	G. S. Hunt
Waste Package	Materials Engineering Section Leader or designee	M. J. Smith
General	BWIP Project Section Leader or designee	J. Mecca

1. Points of contact between NRC and DOE projects

a. Formal Communications

Salt Repository Project Office (SRPO) Manager to and from NRC Salt Project Section Leader

<u>DOE</u>	<u>NRC</u>
Manager Salt Repository Project Office U.S. Department of Energy 505 King Avenue Columbus, OH 43201	Section Leader Salt Project Section Division of Waste Management U.S. Nuclear Regulatory Commission 11555 Rockville Pike Rockville, MD 20852

b. Technical Communication

<u>Area</u>	<u>NRC</u>	<u>SRPO Staff/ Contractors</u>
Quality Assurance	BWIP Project Section Leader or designee	TBD
Performance Assessment	Salt Project Section Leader or designee	TBD
Waste Package	Materials Engineering Section Leader or designee	TBD
Repository	Mining, Geoengineering Facility Design Section Leader or designee	TBD
Exploratory Shaft	Mining, Geoengineering Facility Design Section Leader or designee	TBD
Geology	Geology/Geophysics Section Leader or designee	TBD
Hydrology	Hydrology Section Leader or designee	TBD
Geochemistry	Geochemistry Section Leader or designee	TBD

Appendix 3 - ~~NNWSI~~ [1- Yucca Mountain Site Characterization Project Office(YMPO)]

1. Points of contact between NRC and DOE projects

[a.] [10 CFR Part 60 Level Communications (Site Characterization Plan (SCP); Site Characterization Analysis; SCP Progress Reports; comments on these documents)]
[Director, NRC Office of Nuclear Material Safety and Safeguards to and from Director, DOE Office of Civilian Radioactive Waste Management]

[DOE]

[Director
Office of Civilian
Radioactive Waste
Management
U.S. Department of Energy
Washington, D.C. 20585]

[NRC]

[Director
Office of Nuclear Material Safety
and Safeguards
U.S. Nuclear Regulatory Commission
Mail Stop 6-E-6
Washington, D.C. 20555]

[b.]-~~a.~~ Formal communications

~~NNWSI Project Manager to and from NRC NTS Project Section Leader~~
[Associate Director for Systems and Compliance to and from Project
Director, Repository Licensing and Quality Assurance Project
Directorate]

DOE

~~Director, Waste Management
Project Office
DOE Nevada Operations Office
P.O. Box 14100
Las Vegas, NV 89114~~

NRC

~~Section Leader [Project Directorate]~~
[Repository Licensing and Quality
Assurance Project Directorate]
Division of [High-Level] Waste
Management
U. S. Nuclear Regulatory
Commission
Mail Stop 4-H-3
Washington, D.C. 20555;

[Associate Director for Systems
and Compliance
Office of Civilian Radioactive
Waste Management
Washington, D.C. 20585]

[c.]-b Technical Communications

<u>Area</u>	<u>NRC</u>	ANWSI <u>[YMPO] Staff/ Contractors</u>
Quality Assurance	DWIP Project [Quality Assurance] Section Leader or designee	Michael Spaeth, SAI
Performance Assessment	Salt Project (Repository Performance Assessment) Section Leader or designee	Thomas Hunter, SNL
Waste Package	Materials Engineering Section Leader or designee	Larry Ramspott, LLNL
<u>Area</u>	<u>NRC</u>	SRPO Staff/ Contractors
Geologic Repository Operations Area	Mining [Geotechnical Engineering] Geoengineering Facility Design Section Leader or designee	Thomas Hunter, SNL
Exploratory Shaft [Studies Facility]	Mining [Geotechnical Engineering] Geoengineering Facility Design Section Leader or designee	Donald Oakley, LANL
Geology	Geology[-]Geophysics Section Leader or designee	William Dudley, USGS
Hydrology	Hydrology [Hydrologic Transport] Section Leader or designee	William Dudley, USGS
Geochemistry	Geochemistry [Hydrologic Transport] Section Leader or designee	Donald Oakley LANL
[On-Site Representative]	[Repository Licensing and Quality Assurance Section Leader or designee]	

~~Appendix 4~~ Delete Appendix

1. Points of contact between NRC and DOE projects

a. Formal Communications

<u>DOE</u>	<u>NRC</u>
Manager Crystalline Repository Project Office DOE Chicago Operations Office 9800 South Cass Avenue Argonne, IL 60439	Chief, Repository Projects Branch Division of Waste Mangement U. S. Nuclear Regulatory 7915 Eastern Avenue Silver Spring, MD 20910

b. Technical Communications

TBD

2. Other Project-Specific Features

Consistent with the provisions of Section 1 of the Procedural Agreement, the NRC Onsite Representatives (OR) for the CPO will be stationed

Appendix 5 [2]

ACQUISITION OF ~~SITE-SPECIFIC~~ SAMPLES DURING SITE INVESTIGATION AND SITE CHARACTERIZATION [ACTIVITIES] ~~BY NRC CONTRACTORS~~

[U.S.] Nuclear Regulatory Commission [NRC] contractors need, in some instances, ~~site specific~~ samples of [geologic, hydrologic, and engineering materials] ~~rock, minerals, and ground water or brine from~~ [related to] the site being studied by the [U.S.] Department of Energy (DOE) as [a] potential geologic repository[es][y] for high-level radioactive waste. The NRC contractors need such samples to carry out selected independent ~~site specific~~ investigations and relevant research supporting the NRC's licensing responsibilities. The DOE will support these projects with ~~site specific~~ [requested] samples to the extent practicable. [Examples of the kinds of repository-related examples that NRC might request include the following: drill hole cores; simulated high level waste glass; well water; vadose water; waste package materials; backfill materials or other engineered barriers; grouting or sealing materials; muck from excavations and possibly spent fuel; etc.]

In order to facilitate satisfying NRC requests for ~~site specific~~ samples with a minimum of inconvenience to all parties, the following points are agreed to:

1. [The] ~~Each~~ DOE field project office will identify [its] ~~their~~ designee to the respective NRC Project ~~Section Leader~~ [Director, Repository Licensing and Quality Assurance Project Directorate] and ~~where available~~ the NRC on-site representative [OR], for all communication concerning the procurement of ~~site specific~~ samples by NRC contractors.
2. Written requests to the DOE for ~~site specific~~ samples for NRC contractors will originate from the NRC Project ~~Section Leader~~ [Director, Repository Licensing and Quality Assurance Project Directorate], and will be transmitted by letter to the DOE ~~field DOE project office manager for that site~~ [Associate Director for Compliance and Systems] in sufficient time for the DOE to review the request and, if approved, to prepare the sample. A copy will be provided to the OR. ~~when one is assigned for the site.~~ The DOE ~~field project office designee~~ [Associate Director for Compliance and Systems] shall acknowledge receipt of all requests by letter.
3. The DOE retains the right to decline requests in cases where the requested samples are needed by the DOE to fulfill its site characterization responsibilities, when the requested samples are scarce or prohibitively expensive to collect, or when the request seriously impairs the DOE's schedule or program for site characterization. See also points 10 and 11 concerning management resolution of any problems on this point.

4. In order to assure that appropriate samples will be available prior to transmitting a written request, the NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] ~~Section Leader, or designee,~~ should consult with the DOE [Associate Director for Compliance and Systems] ~~field project office designee~~ as to sample availability. Inquiries on sample availability can be answered on the basis of current [DOE] ~~site inventory~~ records. If samples are not available, the DOE will arrange for their acquisition providing such requests are within the DOE plans for site investigation and site characterization [activities, including planned research and testing of engineered components of the repository system]. See point 6 below.
5. All written requests for samples shall include pertinent information such as the name of the ~~laboratory~~ [NRC contractor], the designated [contractor] ~~laboratory~~ contact, [and] the timeframes within which samples are needed and testing will be performed. ~~and the date that any uncontaminated core samples that have not been destroyed by planned testing will be returned.~~ An example of a sample request form is attached. To the extent practicable, the request should be accompanied by documents that explain the purpose of the tests such as the NRC statement of work for the project, a written description or specification for the testing procedure to be used, any special sample collection, preservation, handling, or transportation requirements, and expected methods for interpretation of results. This will help ensure that the samples provided by the DOE are appropriate for the tests planned by the NRC contractor. The NRC-approved quality assurance program for the [contractor] ~~laboratory~~ performing the investigation[s] shall accompany all initial NRC requests for samples. ~~that laboratory.~~
6. All requests for samples not already available, e.g., core from new boreholes [or samples of simulated waste glass], must sufficiently precede the NRC contractor's need so that samples can be [obtained or] collected within the DOE's site characterization program and at a reasonable convenience to DOE ~~field project offices~~ [personnel]. The DOE will provide as much flexibility in scheduling sample collection and responding to requests as possible within current program schedules. Accordingly, for samples not already available or planned for under the DOE's plans, adequate advance notice will be needed to incorporate the request for new samples into the site investigation and characterization program. This advance notice must also allow for preparation and submittal to the State for an application for authorization, where required, to remove the sample from the State and for securing the necessary approval.
7. The DOE ~~field project office~~ designee will ~~provide~~ [furnish] a sample description document with the sample[s] to ~~assist~~ [provide] the NRC contractor [with pertinent technical information about the samples.] ~~in ascertaining the compatibility of the sample with the specific test.~~ [For example, with core samples,] the sample description document shall provide pertinent information ~~on the sample,~~ such as sample designation, data collected, description of sample, person collecting

sample, depth [at which] collected, stratigraphic unit sampled, sampling techniques and conditions, initial measurements of properties at the time of sample collection, results of any subsequent tests or measurements, any methods of preservation or special handling, and proposed method of shipment to the NRC contractor. The NRC should identify any special [technical information needed (eg. supplier's data on ranges of trace material in canister metals) or] methods and conditions for shipping samples.

8. The NRC contractor will normally return to the DOE facility that furnished the sample, through the NRC Project ~~Section Leader~~ [Director, Repository Licensing and Quality Assurance Project Directorate], a reciprocal sample description document with pertinent information such as sample designation, a description of the sample as received, preparation or treatment of the sample prior to testing, initial readings prior to testing, any modifications to testing procedure or apparatus, testing results, quality control checks, significant observations during testing, interpretation of test results, and disposition of sample(s) after testing. ~~Uncontaminated core samples that have not been destroyed by planned tests will be returned to the DOE as soon as practicable after use.~~
9. In implementing each of the above provisions, there should be a free exchange of information. Telephone communications to coordinate activities and discuss sampling schedules and testing are encouraged between the NRC or NRC contractors and designated DOE representatives. Requests for actions requiring significant expenditure of DOE or DOE contractor man-hours must be made in writing by the NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] ~~Section Leader~~.
10. The DOE will pay reasonable costs associated with sample [production or] collection, preservation, handling, and transportation. The DOE ~~field project office~~ designee will identify any extraordinary costs requiring resolution on a case-by-case basis under point 11.
11. The DOE [Associate Director for Systems and Compliance] ~~field project office designee~~ will identify any requests which cannot be met, including the basis for such conclusions, to the ~~DOE field project office and~~ NRC Project [Director, Repository Licensing and Quality Assurance Project Directorate] ~~Section Leader~~ for resolution on a case-by-case basis at the next [licensing and] management meeting as specified under Section 2b of the Procedural Agreement.

~~SAMPLE REQUEST FORM~~ *Delete Form*

Please type or print

Date of Request _____

Requester: Name _____

Organization _____

Address _____

Telephone _____

Is Requestor a DOE Project Subcontractor? Yes _____ No _____

If yes: Contract Number _____

Expiration Date _____

If no: Funding Source _____

Contract Number _____

Expiration Date _____

Samples Requested

Core Sample(s)

Well ID _____

Depth Interval Requested _____

Soil Sample(s) Full Core _____ Half Core _____ Quarter Core _____ Other _____

Well ID _____

Sample Type: Shelby Tube _____ Drive _____ Pitcher _____ Bulk _____ Other _____

Depth Interval Requested _____

Quantity _____

Water Sample(s)

Well ID _____

Depth Interval Requested _____

Quantity _____

~~SAMPLE REQUEST FORM (CONTINUED)~~ Delete Form

Time Frame

Date Samples Needed _____

Time Required to Complete Testing/Analysis _____

Time Required to Publish Results _____

Format of Results _____

Objectives of Tests to be Performed _____

Test Method _____

Use/Need for Test Data/Information in Geologic Repository Program _____

Preparation, Packaging, Transportation Requested

Preparation Procedure _____

Packaging Procedure _____

Transportation Procedure _____

Sample to be Shipped to:

Name _____

Organization _____

Address _____

Telephone _____

Comments: Also, please attach any additional materials, such as test plans.

~~Appendix 6~~ Delete Appendix
STANDARD FORMAT
FOR MEETING REPORTS

DATE/LOCATION OF MEETING

ATTENDEES/ORGANIZATIONAL AFFILIATION

BACKGROUND/FACTS

1. What information was reviewed, exchanged, and discussed (Summary listing fashion)
2. What agenda of discussion was

OBSERVATIONS

1. NRC questions, suggestions, or comments on scope and direction of the DOE technical program. (Best attempt made to identify all important matters)
2. DOE observations
3. State/Tribal observations (an opportunity will be given to States/Tribes to made observations on the DOE technical program)

AGREEMENTS

OPEN ITEMS

1. Technical questions for further discussion
2. Specific responsibilities for information exchange and commitment on other business matters.

Appendix 7 [3]

AGREEMENT CONCERNING THE [U.S. NUCLEAR REGULATORY COMMISSION] ON-SITE
REPRESENTATIVE ~~(OR)~~ FOR THE REPOSITORY PROJECTS
DURING SITE INVESTIGATION AND CHARACTERIZATION

The purpose and objective of the on-site representative (OR), as identified in item 1. of the Procedural Agreement~~f~~, is to serve as a point of prompt informational exchange and consultation and to preliminarily identify concerns about investigations relating to potential licensing issues.

This appendix is intended to supplement the base agreement and to detail the guidelines which will govern interaction between the NRC OR, including any NRC personnel assigned to the OR, and DOE contractor personnel (prime and sub) involved in the project. Any interactions between the OR and DOE, its contractors, or subcontractors identified in this appendix will not constitute "meetings" within the intent of item 2/ of the Procedural Agreement and therefore will not require the preparation of written reports and will not be subject to State/Tribal and public notification and participation or scheduler requirements of item 2/ of the Procedural Agreement. The interactions of the OR with DOE and its contractors and subcontractors are not intended to interfere with or replace other channels of NRC/DOE communications and procedures for information release identified in sections 2/, 3.A, and 3.B of the base agreement and sections 2/, 3/ and 7/ of the Procedural Agreement.

The following points are agreed to:

1. The OR can attend any meetings on-site or off-site dealing with technical questions or issues related to work required as part of site characterization and site investigation (e.g., any items to be covered in Site Characterization Plans under the Nuclear Waste Policy Act) following notification of the cognizant DOE project representative responsible for the meeting as discussed below. Such notification shall be by memorandum, telephone or personal contact and will be given at least 24 hours in advance where DOE has provided adequate prior notification to the OR. The meetings may involve solely DOE or solely DOE's contractors (prime and sub) or any combination of DOE with their contractors.

~~"Procedural Agreement between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Site Investigation and Site Characterization" (48 FR 38701, 8/25/83) herein referred to as the Procedural Agreement.~~

If objections to the OR attendance are voiced for any reason, the reason should be specified. Such objections will be infrequent and will be exceptions to the rule. If the OR does not agree with the objections to his attendance, it will be raised to a higher management level for resolution. If resolution cannot be achieved, the OR will not attend the meeting in question.

2. The OR may communicate orally (in person or by phone) with the project participants (persons) employed by DOE, DOE's prime contractors or the prime's subcontractors, on-site or off-site providing that the following procedures are followed. If practicable, the OR shall arrange for all individual sessions with prime contractor and subcontractor staff by contacting first the DOE and DOE contractor personnel identified in Appendices 1, 2 and 3 of the base agreement, or if they cannot be contacted, the proper prime contractor section or department manager or proper DOE Team Leader. As a minimum, the OR will give timely notification of all such sessions to the above individuals. The OR will avoid discussions with personnel when it would appear to disrupt their normal duties and will schedule a discussion period at a mutually convenient time. The OR will keep DOE or cognizant DOE prime contractor supervisory personnel informed of near term (approximately 1 week) areas for intended review and the project participants who may be contacted. It is the option of DOE or the person contacted by the OR as to whether or not a supervisor or third party is to be present. No record of these discussions is required, however questions that are raised or other issues that arise as a result of the above interactions will be reported to the NRC Division of Waste Management and to the cognizant DOE project personnel by the OR as soon as practical.
3. DOE project office(s), DOE prime contractors and their subcontractors will provide the OR access to records which would be generally relevant to a potential licensing decision by the Commission as follows. Upon request by the OR, the DOE or the DOE contractor or subcontractor shall provide copies of any records of raw data provided that the quality assurance checks specified in section 3.a of the Procedural Agreement have been performed. Records which document the analysis, evaluation, or reduction of raw data or contain information deduced by reason will be made available to the OR, after the documentation has been peer reviewed by the prime contractor, and cleared and approved by DOE. Records shall be available for review, but not to copy or to receive a copy for retention, at any stage of completion.

4. Drafts of documents required by the Nuclear Waste Policy Act of 1982 [as amended], ~~such as the EA, and SCP,~~ which have not been approved by DOE, will not be provided to the OR without DOE approval. Documents of this type may be made available by DOE, but not the DOE contractor. Any such documents made available are for the use of the OR and shall not be placed in any NRC public document room.
5. The OR does not have the authority to direct DOE, their contractors or subcontractors to perform any work. Any formal identification of questions or issues for investigation by DOE that could result in contractor or subcontractor work must be formally presented to DOE through the NRC Division of Waste Management in writing.
6. The OR will attend on-site meetings upon request by the DOE project office or prime contractor on-site whenever possible. The OR will provide any records which would normally be available under 10 CFR Part 2.790 of the Commission's regulations to project participants upon request to copy. If convenient, copies of such records will be provided by the OR.
7. The OR shall be afforded access to the site, research facilities, and other contractor and subcontractor areas to observe testing or other data gathering activities, in progress, as part of site characterization and site investigation subject to compliance with the applicable requirements for identification, and applicable access control measures for security, radiological protection and personnel safety, provided that such access shall not interfere with the activities being conducted by DOE or its contractors (see point 6 above) and that any discussions conducted during such access shall comply with point 2 above.

Such access shall be allowed as rapidly as it is for DOE or DOE contractor employees upon display of an appropriate access identification badge, or, if badging is not possible for national security reasons, upon prior notification to DOE or cognizant contractor supervisory personnel (by memorandum, telephone, or personal contact). When an access identification badge is available to DOE or DOE's contractors and subcontractors on a routine basis, it shall be made available to the OR upon completion of the required security clearances and appropriate radiological and personnel safety training. DOE will ensure that any training required is provided to the OR.