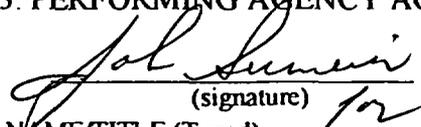
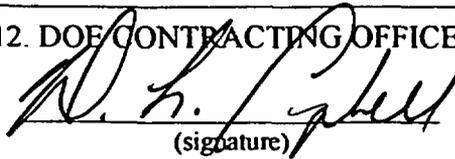


**U.S. DEPARTMENT OF ENERGY (DOE)  
FUNDS-OUT INTERAGENCY AGREEMENT (IA)  
INTERAGENCY AGREEMENT FACE PAGE**

<p><b>1. ADDRESS OF ISSUING DOE OFFICE</b>          U. S. Department of Energy (DOE)          Savannah River Operations Office          P. O. Box A          Aiken, SC 29802</p> <p>Administered for DOE by:          Beth O'Rear, Contract Specialist          Contracts Management Division          U. S. Department of Energy          Savannah River Operations Office          P. O. Box A, Aiken, SC 29803          Phone: (803) 725-1345 FAX: (803) 725-8573</p>	<p><b>2. a. RECIPIENT/PERFORMING AGENCY</b>          U. S. Nuclear Regulatory Commission          Washington, DC 20555</p> <p><b>b. Program Director/Technical Contact</b>          Rick Weller          U. S. Nuclear Regulatory Commission          11555 Rockville Pike          Rockville, MD 20852-2738          Phone: (301) 415-7287 FAX: (301) 415-5398</p>						
<p><b>3. a. DOE IA No.</b> DE-AI09-97SR18901  <b>b. Modification No.</b> A000</p>	<p><b>4. TYPE OF AWARD</b>          NEW <input checked="" type="checkbox"/> INCREMENTAL <input type="checkbox"/> OTHER <input type="checkbox"/></p>						
<p><b>5. PROJECT TITLE:</b>          Closure of High-Level Waste Storage Tanks at the Savannah River Site</p>	<p><b>6. AUTHORITY</b>          The Economy Act of 1932 (31 U.S.C. 1535); P.L. 95-91</p>						
<p><b>7. a. PROJECT PERIOD</b>          FROM: Date of Acceptance TO: March 1, 1998          (Date in Block 13)</p>	<p><b>b. FUNDING PERIOD</b>          FROM: Date of Acceptance TO: March 1, 1998          (Date in Block 13)</p>						
<p><b>8. ACCOUNTING AND APPROPRIATION DATA</b></p> <table style="width:100%; border: none;"> <tr> <td style="width:40%;">a. Amount Obligation this Action: \$250,000</td> <td style="width:30%;">Appropriation: 89X0242.91</td> <td style="width:30%;">B&amp;R No. EW3110010</td> </tr> <tr> <td colspan="3">b. Total Funding: \$250,000</td> </tr> </table>		a. Amount Obligation this Action: \$250,000	Appropriation: 89X0242.91	B&R No. EW3110010	b. Total Funding: \$250,000		
a. Amount Obligation this Action: \$250,000	Appropriation: 89X0242.91	B&R No. EW3110010					
b. Total Funding: \$250,000							
<p><b>9. METHOD OF PAYMENT:</b>  <input type="checkbox"/> Advance <input checked="" type="checkbox"/> Reimbursement</p>	<p><b>10. BILLING INSTRUCTIONS:</b>  <input checked="" type="checkbox"/> OPAC <input type="checkbox"/> S.F. 1081 Voucher</p> <p>Submit SF 1081 Voucher to:          U. S. Department of Energy          Savannah River Operations Office          ATTN: Accounting Branch          P. O. Box A, Aiken, SC 29802</p>						
<p><b>11. DOE PROGRAM OFFICER</b>          Lawrence Ling, High Level Waste          U. S. Department of Energy          Savannah River Operations Office          P. O. Box A, Aiken, SC 29802          Phone: (803) 208-8248 FAX: (803) 728-0343</p>	<p><b>13. PERFORMING AGENCY ACCEPTANCE</b>   7/9/97          (signature) (date)          NAME/TITLE (Typed)          John J. Linehan, Director          Division of Program Management, Policy Development and Analysis          Office of Nuclear Material Safety and Safeguards          U. S. Nuclear Regulatory Commission          Washington, DC 20555 (301) 415-7780</p>						
<p><b>12. DOE CONTRACTING OFFICER</b>   FEB 11 1997          (signature) (date)          NAME/TITLE (Typed)          D. L. Campbell, Contracting Officer          Contracts Management Division          U. S. Department of Energy          Savannah River Operations Office          P. O. Box A          Aiken, SC 29802          Phone: (803) 725-2846 FAX: (803) 725-8573</p>	<p><b>14. GENERAL PROVISIONS/REQUIREMENTS</b>          See Attachment B</p>						

**INTERAGENCY AGREEMENT  
BETWEEN THE  
U.S. DEPARTMENT OF ENERGY  
AND THE  
U.S. NUCLEAR REGULATORY COMMISSION**

**Interagency Agreement  
No. DE-AI09-97SR18901  
Page 1 of 3**

**SCHEDULE**

**I. PURPOSE**

The purpose of this Interagency Agreement (IA) between the U. S. Department of Energy (DOE) Savannah River Operations Office (SR) and the U. S. Nuclear Regulatory Commission staff (NRC) is to implement the Memorandum of Understanding dated July 9, 1997 for the NRC to provide technical assistance to DOE-SR in regard to DOE's high-level waste (HLW) storage tank closure program at the Savannah River Site, specifically, the determination and classification of the residual waste in the tanks, after waste removal operations, as "incidental" waste.

**II. STATEMENT OF WORK**

The services to be performed are included in the attached Statement of Work (Attachment A).

**III. DURATION OF THE AGREEMENT**

This agreement shall remain in effect from the date of execution until March 1, 1998, unless it is terminated by mutual agreement or by written notice of either party submitted at least 180 days in advance of termination. This Agreement may be modified at any time by the mutual agreement of both DOE-SR and NRC.

IV. KEY PROGRAM REPRESENTATIVES

DOE-SR and NRC Key Program Representatives are identified below. These individuals may designate appropriate staff representatives for the day-to-day administration of this Agreement.

A. DOE-SR:

Assistant Manager for High-Level Waste

B. NRC:

Director  
Office of Nuclear Material Safety and Safeguards

V. ESTIMATED COST AND OBLIGATION OF FUNDS

- A. The total cost for performance of the work is estimated at \$250,000
- B. Pursuant to Article VII, Limitation of Funds, funds in the amount of \$250,000 are initially obligated for payment of allowable costs.

VI. PAYMENT

- A. Billing will be accomplished by the On-Line Payment and Accounting Collection (OPAC) system as necessary.

NRC Billing Information

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

SR Finance Contact

Agency Location Code: 89-00-0601  
DOE-SR Point of Contact: Dorothy Smith, Finance Division  
Telephone: (803) 725-7678

- B. NRC shall submit a financial report on a quarterly basis. Details shall be included on work completed and costs. The financial reports shall be submitted to the following address:

U. S. Department of Energy  
Savannah River Operations Office  
ATTN: Donnie L. Campbell, Contracting Officer  
P. O. Box A  
Aiken, SC 29803

**VII. LIMITATION OF FUNDS**

- A. It is estimated that the cost to DOE-SR for the performance of work under this Agreement will not exceed the estimated cost set forth in Article V.A, ESTIMATED COST AND OBLIGATION OF FUNDS. NRC agrees to use its best efforts to perform the work specified in the Statement of Work.
- B. The amount presently available for payment and obligated to this Agreement is specified in Article V.B, ESTIMATED COST AND OBLIGATION OF FUNDS. NRC agrees not to exceed the total amount obligated.

**VII. DOCUMENTS ATTACHED AND PART OF THIS AGREEMENT**

- A. Statement of Work, Attachment A.
- B. General Provisions for DOE Interagency Agreement, Attachment B.

**IX. DOCUMENTS INCLUDED BY REFERENCE**

There are no documents incorporated by reference in this Agreement.

**X. REAL PROPERTY AND FACILITIES**

There is no real property or facilities under this Agreement.

**STATEMENT OF WORK  
FROM THE  
U.S. DEPARTMENT OF ENERGY  
SAVANNAH RIVER OPERATIONS OFFICE  
ON CLOSURE OF HIGH-LEVEL WASTE  
STORAGE TANKS**

**1.0 BACKGROUND**

- 1.1 The U. S. Department of Energy (DOE) Savannah River Operations Office (SR) has established a high-level waste (HLW) tank closure program for the 51 HLW tanks at the Savannah River Site. Consistent with Section 202 of the Energy Reorganization Act of 1974, which gives NRC licensing and related regulatory authority over DOE HLW disposal facilities, closure of HLW tanks without need for licensing by the U. S. Nuclear Regulatory Commission (NRC), is predicated on the classification of the residual waste in the tanks as "incidental" waste. DOE-SR seeks NRC's technical assistance with regard to DOE-SR's high-level waste (HLW) tank closure program, specifically, DOE-SR's determination and classification of the residual waste in the tanks, after waste removal operations, as "incidental" waste.

**2.0 DESCRIPTION OF WORK TO BE PERFORMED**

- 2.1 The NRC staff will review the methodology established by DOE-SR for closure of HLW tanks and will consider DOE-SR's proposed approach for classification of residual waste in the tanks as "incidental" waste. NRC will advise DOE-SR of the results of the review.
- 2.2 The NRC and DOE-SR will work together to develop an overall schedule for accomplishing specific activities under this Interagency Agreement.

**Attachment A**

**Interagency Agreement  
No. DE-AI09-97SR18901  
Page 2 of 2**

- 2.3 Additional tasks may be identified throughout the course of implementing the agreement.
- 2.4 DOE-SR will provide office space as necessary to accommodate NRC visits to the Savannah River Site and will coordinate attendance of all parties to any reviews requested by the NRC. Close coordination between the NRC and DOE-SR is essential to timely project implementation.

**FUNDS-OUT INTERAGENCY GENERAL PROVISIONS/REQUIREMENTS**

1. **Incurrence of Costs.** The 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 obligated.
2. **Delivery Requirements.** See Section 2.0 of the Interagency Agreement's Statement of Work.
3. **Reporting Requirements.** See Section VI.B of the Interagency Agreement.
4. **Patents and Technical Data.** The performing agency shall coordinate the disposition of rights to inventions with the DOE Patent Counsel.
5. **Issue Resolution.** Unless otherwise indicated below, it is expected that programmatic guidance will be handled through discussions between the staff of the Performing Agency's Program Director listed on the Face page, Item 2b, and the DOE Program Officer, 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.
6. **Termination.** DOE may terminate this Agreement upon 180 days written notice of such termination addressed to the performing agency. In the event of such termination, the 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 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.

**Attachment B**  
**Interagency Agreement**  
**No. DE-AI09-97SR18901**  
**Page 2 of 2 Pages**

7. **Financing**

- a. DOE authorizes the Performing Agency to expend funds in adherence to the requested work and/or deliverables cited herein. DOE's preferred method for reimbursing the Performing Agency is via the On-Line Payment and Collection System (OPAC). Each OPAC charge must clearly make reference to DOE's Interagency Agreement No. cited in Block 3.a and must be supported with the appropriated documents cited in Paragraph 3. above. If OPAC is not a satisfactory billing method, a mutually agreement alternative should be negotiated before acceptance of this Agreement.
- b. When applicable, vouchers for payments will be submitted on the agreed upon form.
- c. When applicable, any funds advanced 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 Performing Agency if the Agreement is amended by 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 Performing Agency at least 30 days prior to the end of the performance period.
- d. 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.

8. **Other Provisions.** None.