

**MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. NUCLEAR REGULATORY COMMISSION
AND
U.S. DEPARTMENT OF ENERGY
ON
GATEWAY FOR ACCELERATED INNOVATION IN NUCLEAR INITIATIVE**

I. Purpose and Background

1. This memorandum of understanding (MOU) between the U.S. Nuclear Regulatory Commission (NRC) and the U.S. Department of Energy (DOE) describes the roles, responsibilities, and processes related to the implementation of the DOE Gateway for Accelerated Innovation in Nuclear (GAIN) initiative. GAIN is an initiative that is intended to provide the nuclear energy community with increased access to the technical, regulatory, and financial support necessary to move new or advanced nuclear reactor designs toward commercialization while ensuring the continued safe, reliable, and economic operation of the existing nuclear fleet.
2. This MOU is specific to the portion of the GAIN initiative in which DOE works with prospective applicants for new or advanced nuclear technology to understand and navigate the regulatory process for licensing such technology.

II. Authority

1. The authority for the NRC entering into this MOU is Section 205(c) of the Energy Reorganization Act of 1974 (Public Law 93-438, as amended; 42 U.S.C. 5845(c)).
2. The authority for DOE entering into this MOU is Section 646 of the Department of Energy Organization Act (Public Law 95-91, as amended; 42 U.S.C. 7256).

III. Roles and Responsibilities

1. DOE is the lead agency for implementing the GAIN initiative. DOE is responsible for working with prospective applicants for new or advanced nuclear technology to assist them in understanding and navigating the pertinent regulatory processes.
2. The NRC, consistent with its role as an independent safety and security regulator, is responsible for providing DOE and the nuclear energy community with accurate, current information on the NRC's regulations and licensing processes. DOE is responsible for then sharing that information with the prospective applicants, as appropriate.

IV. Process

1. DOE will identify a point of contact responsible for communicating with prospective applicants to assist in their understanding of the regulatory process. That contact, or contacts, will be a DOE employee. Any changes to the DOE point of contact will be

communicated to the NRC not less than 30 days in advance of the changes being implemented, to the maximum degree possible.

2. The NRC will identify a point of contact responsible for communicating with the DOE GAIN point of contact. That contact will be an NRC employee. The NRC will communicate any changes in its point of contact to DOE not less than 30 days in advance of the changes being implemented, to the maximum degree possible.
3. The NRC will provide a training or overview program for the DOE contact that will provide current information on the NRC's regulatory processes related to new or advanced reactors, if requested by DOE. The program will involve presentations and discussions at the NRC's Headquarters in Rockville, MD. The scope of the program will include the NRC's processes for licensing under Sections 103 and 104 of the Atomic Energy Act of 1954, as amended; processes related to the NRC's regulations in Title 10 of the *Code of Federal Regulations* (10 CFR) Part 50, "Domestic Licensing of Production and Utilization Facilities," and 10 CFR Part 52, "Licenses, Certifications, and Approvals for Nuclear Power Plants"; and ongoing and planned activities related to developing regulatory and licensing processes for new or advanced reactors. In the event that DOE's contact changes over time, the NRC will provide the same or a similar program to the new contact, if needed. The NRC does not expect to conduct this program more than once per calendar year after the effective date of the MOU.
4. The NRC will schedule a monthly telephone call (or at another periodicity, as agreed to by the NRC and DOE) between the DOE and the NRC contacts to exchange relevant current information. If the NRC makes significant changes to its regulatory framework and licensing processes for new or advanced reactors, the NRC and DOE will determine whether more in-depth presentations are needed to ensure that DOE understands the changes.
5. DOE will establish a process under which prospective new or advanced reactor technology applicants can request information or ask questions about the NRC's regulatory requirements and activities. As a result of the training and updates described above, the NRC anticipates that DOE will be able to answer most of the questions posed by the prospective applicants. However, if DOE needs additional information, it will make the request by e-mail to the NRC contact. The NRC will endeavor to respond within 2 weeks. The NRC anticipates that the questions it receives will concern existing regulations, processes, and procedures. The NRC staff will not be expected to develop new policies or procedures to provide answers to submitted questions. The NRC's responses are not binding with respect to any future or ongoing regulatory actions.
6. The NRC and DOE will develop and maintain a Web site for frequently asked questions (FAQs). To ensure transparency and equal access to information, DOE will post the FAQs on a public Web site. The NRC will maintain a link on the NRC public Web site to the DOE Web site. The DOE contact will maintain a record of all questions, the NRC responses, and the organization requesting the information. DOE will provide the information to the NRC for review on at least a quarterly basis before public posting. The NRC and DOE managers responsible for this MOU will review the process beginning 6 months after its effective date and every 6 months thereafter. Any changes to the process, including the periodicity of the review, will

be mutually agreed upon and documented in a memorandum to the signatories to this agreement.

V. Commencement, Modification, and Termination

1. This MOU is effective upon the signature of both parties.
2. Any additions, deletions, or other changes to this MOU shall be by written modification agreed upon by the appropriate official for each party. Either party may initiate such modifications.
3. This MOU is neither a fiscal nor a funds obligation document. All activities pursuant to this MOU are subject to the availability of appropriated funds and each party's budget priorities. Nothing in this MOU authorizes, or is intended to obligate, either agency to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value, or enter into any contract, assistance agreement, interagency agreement, or other financial obligation.
4. The duration of the MOU shall be indefinite. Either party, however, may terminate its participation in this agreement upon 30 days prior written notice to the other party. After such notice, the parties shall meet at a mutually agreed-upon location and date to effect an orderly termination of any ongoing or planned activities under this MOU.
5. Nothing in this agreement shall be interpreted as limiting, superseding, or otherwise affecting either agency's normal operations or decisions in carrying out its statutory or regulatory duties. This agreement does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
6. This agreement will be executed in full compliance with all applicable statutes and regulations, including the Privacy Act of 1974, the Freedom of Information Act, and the Federal Records Act.
7. This MOU is strictly for NRC and DOE internal management purposes. This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of either the NRC or DOE. In addition, this MOU shall not be construed to provide a private right of action for or by any person or entity.

VI. Severability

If any provision of this MOU, or the application of any provision to any person or circumstances, is or becomes invalid, the remainder of this MOU and the application of such provisions to other persons or circumstances shall not be affected.

VII. Agreement

FOR THE U.S. NUCLEAR REGULATORY COMMISSION

 /RA/
 Victor M. McCree
 Executive Director for Operations

 November 10, 2016
 Date

FOR THE U.S. DEPARTMENT OF ENERGY

 /RA/
 John Kotek
 Acting Assistant Secretary for Nuclear Energy

 November 10, 2016
 Date

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*via E-mail

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