
MEMORANDUM OF UNDERSTANDING
Between the
United States Nuclear Regulatory Commission
And
Indiana Michigan Power Company

I. PARTIES

This Memorandum of Understanding (MOU) constitutes an agreement between the United States Nuclear Regulatory Commission (NRC), henceforth referred to as the User Agency, and the NRG-licensed Subuser, Indiana Michigan Power Company, in accordance with the MOU between the NRC and the Department of Homeland Security, U.S. Citizenship and Immigration Services (DHS-USCIS), dated June 17, 2008.

II. PURPOSE

This MOU allows and governs the participation of each NRG-licensed Subuser (i.e., NRC licensee as defined in Title 10, Section 2.4, of the *Code of Federal Regulations* (10 CFR 2.4)) in the DHS-USCIS Systematic Alien Verification for Entitlements (SAVE) Program for the purpose of verifying the immigration status of alien applicants seeking credentials for access to nuclear facilities licensed by the User Agency. The limited data provided to each Subuser will include (1) an initial response (initial verification) by SAVE to an online inquiry by the Subuser, and (2) additional verification procedures where applicable. Initial verification and the additional verification procedures will provide the Subusers with limited access to information contained in the Verification Information System (VIS) database to verify the alien registration number (A-number) and/or the arrival/departure (1-94) record of noncitizens. The immigration status information will be used by the Subuser to determine an applicant's suitability for the requested credentials.

This MOU describes the respective responsibilities of DHS-USCIS, the User Agency, and the Subuser for verifying immigration status and properly safeguarding, using, maintaining, and disclosing data transferred pursuant to the SAVE procedures set forth in this MOU and other SAVE policy directives. The responsibilities of the User Agency shall extend to each Subuser via a separate Subuser agreement entered into by the User Agency and the Subuser. Each Subuser agreement will, at a minimum, comply with the terms, conditions, and obligations set forth in this MOU. Authorized employees and/or contractor personnel of DHS-USCIS, the User Agency, and/or Subusers will carry out the requirements of the MOU.

The User Agency certifies that it cannot procure the immigration status verification services requested pursuant to this MOU reasonably and expeditiously through ordinary business channels.

III. LEGAL AUTHORITIES

The NRC is entering into this MOU to facilitate implementation of NRC Order EA-02-261, "Compensatory Measures for Access Authorization," dated January 7, 2003.

Other authorities relevant to this MOU include, but are not limited to, the following:

- Personal Responsibility and Work Opportunity Reconciliation Act of 1996; P. L.104-193, 110 Stat. 2105
- Immigration Reform and Control Act of 1986, P. L. 99-603, 100 Stat. 3359
- Homeland Security Act of 2002, Title 11, "Information Analysis and Infrastructure Protection"
- Privacy Act, 5 U.S.C., Section 552a
- Atomic Energy Act of 1954, as amended
- Energy Reorganization Act of 1974, as amended

IV. BACKGROUND

In the MOU between DHS-USCIS and the NRC, dated June 17, 2008, the User Agency and DHS-USCIS agreed to the following terms.

A User Agency Terms

By signing the above MOU, the User Agency agreed to do the following:

- Provide the Subuser with the names, addresses, and telephone numbers of contact persons within the User Agency regarding any questions or problems that may arise in connection with the Subuser's participation in SAVE;
 - Create, execute, and enforce written agreements with Subusers that require each Subuser, at a minimum, to comply with the same terms, conditions, and obligations that apply to the User Agency under the June 17, 2008 MOU, including but not limited to compliance with Sections V and VI of that MOU, reflected in Sections VI and VII of this MOU between the NRC and the Subuser;
 - Perform audits/inspections of Subuser credential applicant consent forms to ensure that the written releases are properly executed and are consistent with the mandates of the Privacy Act;
 - Pay any and all required fees for the provision of access to the SAVE database as set forth in Section VIII of this MOU;
 - Address and resolve all lawful requirements and recommendations consistent with the jurisdiction of DHS-USCIS regarding each and every finding of waste, fraud, abuse, or misuse of the system, including but not limited to noncompliance with this MOU, SAVE procedures, or any applicable law, regulation, or policy;
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- Respond to all findings made by the DHS-USCIS Monitoring and Compliance Branch and take corrective measures as necessary to comply with the lawful requirements and recommendations;
 - Notify the SAVE Program immediately whenever there is probable cause to believe a violation of this MOU has occurred; and
 - Pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information," notify the SAVE Program immediately whenever there is probable cause to believe an information breach has occurred as a result of User Agency and/or Subuser action or inaction.

B. DHS-USCIS Terms

By signing the June 17, 2008 MOU, DHS-USCIS agreed to do the following:

- Maintain and make available to the Subuser, in limited part and manner determined by DHS-USCIS after consultation with the User Agency, limited (or abbreviated) access an alien status verification system under the SAVE Program known as VIS, as described in Volume 72 of the *Federal Register*, page 17569 (April 9, 2007);
- Respond through VIS to inquiries from the Subuser by verifying to the Subuser the current immigration status of each alien applicant, as available;
- Provide to the Subuser operating instructions necessary to use VIS, a sufficient number of verification User IDs to assure the effective implementation of the verification procedures, and instructions for obtaining necessary system access codes;
- Provide the Subuser with the names, addresses, and telephone numbers of contact persons within the SAVE Program and its contractor who can be contacted regarding any questions or problems that arise in connection with the Subuser's participation in SAVE;
- Process and respond to additional verification requests submitted by the Subuser through VIS or on Form G-845 (Document Verification Request), recognizing that response times may vary, depending on the DHS-USCIS workload, the resources available to process additional verification requests, and the applicant's specific circumstances;
- Provide the Subuser with a copy of Form G-845 that may be reproduced and/or computer generated without prior DHS-USCIS approval; and
- Provide the Subuser with training and information regarding initial and additional verification, relevant DHS-USCIS policy, procedures for safeguarding data, and DHS-USCIS administration of status verification.

V. IMPLEMENTATION OF MOU BETWEEN NRC AND O.C. COOK NUCLEAR PLANT

By signing this MOU, the Subuser agrees to do the following:

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- Provide to the SAVE Program available information necessary to verify an alien applicant's immigration status, including (a) the alien registration number for initial verification, (b) information obtained from the alien's immigration documentation for automated additional verification, and (c) completed Forms G-845, copies of documents, and other information required for manual additional verification;
 - Ensure that each applicant seeking a credential for access to a Subuser's facility or facilities provides adequate proof of identity and executes a written release (consent form) pursuant to the Privacy Act, authorizing the release of DHS-USCIS information as set forth in this agreement, regarding the applicant;
 - Notify the User Agency immediately whenever there is probable cause to believe a violation of this MOU has occurred;
 - Pursuant to OMB Memorandum M-07-16, notify the User Agency immediately whenever there is probable cause to believe an information breach has occurred as a result of Subuser action or inaction;
 - Allow DHS-USCIS Monitoring and Compliance Branch to access all Subuser records and personnel associated with the use of SAVE. Respond to all findings made by the DHS-USCIS Monitoring and Compliance Branch and take corrective measures as necessary to comply with lawful requirements and recommendations;
 - Become familiar with and comply with the SAVE User Manual & System Tutorials; and
 - Ensure and Certify that all User Agency and Subuser representatives performing verification procedures complete the SAVE Web-Based Tutorial.

VI. SAFEGUARDS REGARDING THE USE AND DISCLOSURE OF DATA

A. The Subuser agrees to verify immigration status without regard to the sex, color, race, religion, or nationality of the alien involved. The Subuser acknowledges that the information it receives from DHS-USCIS under this MOU is governed by the Privacy Act and other applicable laws, regulations, and policies, including but not limited to the relevant OMB memoranda, in conducting verification procedures pursuant to this MOU, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the MOU.

B. The Subuser agrees that any information provided by DHS-USCIS under this MOU may only be used for the purpose of determining the eligibility of persons applying for access to licensee facilities in accordance with the requirements established by the User Agency under the Atomic Energy Act of 1954, as amended, and NRC regulations. The Subuser also agrees to limit its use of such information in accordance with this and all other provisions of this MOU.

C. The Subuser shall not disclose any information provided by DHS-USCIS under this MOU to any other person or entity without the prior written consent of DHS-USCIS, except that prior written consent of DHS-USCIS is not required for disclosure of such information to the User Agency under the terms of this MOU. Each applicant seeking access to information regarding himself/herself may do so by submitting a written request to DHSUSCIS. Instructions as to how an individual may obtain information pertaining to him or herself can be found on the Freedom of Information Act/Privacy Act page of www.uscis.gov. The Subuser fully understands that this

MOU does not permit it to use SAVE for the purpose of complying, or assisting any person or entity to comply, with the employment eligibility verification requirements of Section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

D. As stated in the MOU between DHS-USCIS and the NRC, dated June 17, 2008, DHS-USCIS reserves the right to use information received from the Subuser for any purpose permitted by law, including the prosecution of violations of Federal criminal law.

E. As stated in the MOU between DHS-USCIS and the NRC, dated June 17, 2008, DHS-USCIS will verify the immigration status of alien applicants pursuant to this MOU but will make no recommendation to the Subuser regarding the issuance of credentials for access to the Subuser's facilities. The Subuser has the sole responsibility to determine the applicant's eligibility for credentials permitting access to User Agency licensed facilities.

F. The User Agency and DHS-USCIS have agreed to comply with the requirements of the Federal Information Security Management Act (FISMA) (Title III of the E-Government Act of 2002, P.L 107-347, Section 301) and applicable OMB guidance as applicable to the electronic storage of records, the transport of records between agencies, and the internal processing of records received by either agency under the terms of this Agreement. The User Agency and DHS-USCIS reserve any right that they may have to conduct onsite inspections to monitor compliance with FISMA during the lifetime of this agreement or any extension thereof.

VII. MONITORING AND COMPLIANCE

The Subuser agrees to allow DHS-USCIS, authorized agents of DHS-USCIS, and other DHS-USCIS designees to do the following:

- Monitor records and documents related to their use or improper use of SAVE by the User Agency and/or its Subusers;
 - Conduct compliance inspections and review the Subuser's SAVE-related policies, procedures, guidance, records, and associated documents, including but not limited to applicant consent forms relating to the Privacy Act and other applicable laws in conducting verification procedures pursuant to this MOU, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to this MOU;
 - Interview any and all Subuser system users and any and all of the Subuser's contact persons regarding any and all questions or problems that may arise in connection with the Subuser's participation in SAVE;
 - Perform audits of Subuser User IDs, SAVE training records, SAVE financial records, and SAVE biographical information, system profiles, and usage patterns; and
 - Take other steps to monitor the Subuser and assure compliance with the terms of this MOU regarding the use, maintenance, and operation of SAVE and to ensure the payment of required fees to DHS-USCIS and its contractors for the provision of Subuser access to the USCIS-SAVE database.
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VIII. POINTS OF CONTACT

DHS-USCIS, the User Agency, and the Subuser will update the following points of contact as needed:

- USCIS SAVE-Johnathan M. Mills, Program Chief, SAVE Program, 131 M Street, N.W., Washington, DC 20729, (202) 443-0174.
- USER AGENCY-Mark Resner, U.S. Nuclear Regulatory Commission, Washington, DC 20555, (301) 287-3680.
- SUBUSER-Tammy Bond, Access Control Supervisor, Nuclear Security, D.C. Cook Nuclear Plant, 1 Cook Place, Bridgman, MI 49106, (269) 466-3334.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

A. Period of Agreement

This MOU is effective upon the final signature of both parties and shall continue in effect unless modified in writing by the mutual consent of both parties or terminated by either party upon 30 days' prior written notice to the other party by certified or registered mail, return receipt requested.

B. Modification/Termination

This MOU and any annexes hereto may be amended or revised at any time upon the mutual written consent of the parties.

This MOU is implemented under an existing MOU between DHS-USCIS and NRC dated June 17, 2008. In the event the MOU between DHS-USCIS and NRC is terminated, the MOU between NRC and Indiana Michigan Power Company will also terminate at that time.

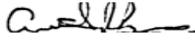
Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees.

This MOU is limited to the provision of verification services. It is not intended to be, and should not be construed as, an opinion on the part of DHS-USCIS or the United States regarding any right or benefit under any program administered by the User Agency.

The foregoing constitutes the full agreement on this subject between the User Agency and the Subuser.

<Signature page follows>

The undersigned represent that they are authorized to enter into this MOU on behalf of the User Agency and the Subuser, respectively.



Signed by Bowers, Anthony
on 08/11/21

Anthony Bowers, Chief
RSB/DPCP/NSIR, U.S. Nuclear Regulatory
Commission

August 11, 2021

Date



Tammy Bond, Supervisor
Access Authorization,
D.C. Cook Nuclear Plant

8/11/21

Date

August 10, 2021, SAVE MOU with DC Cook Nuclear Plant DATE August 11, 2021

DISTRIBUTION:

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DATE	Aug 11, 2021	Aug 11, 2021		

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