

MEMORANDUM OF AGREEMENT
for the
**PROVISION OF TEMPORARY SUPPORT FOR INCIDENTS AT
NUCLEAR POWER PLANT FACILITIES IN THE UNITED STATES**
Between the
U.S. DEPARTMENT OF DEFENSE
and the
U.S. NUCLEAR REGULATORY COMMISSION
NRC Agreement No. NSIR-2018001

I. INTRODUCTION

The effective management and safety of nuclear power plant facilities in the United States is a priority of the U.S. Government and the American public. Considerable cooperation and coordination already exist across the U.S. Government regarding this matter. However, specific capabilities may be needed with limited notice to assist with support in response to an emergency incident at a nuclear power plant facility. This Memorandum of Agreement (MOA) will facilitate timely and effective assistance when requested.

II. PURPOSE

The purpose of this MOA is to establish the general guidelines, terms, and conditions under which the Nuclear Regulatory Commission (NRC) will request, and the Department of Defense (DoD) may provide, temporary support to the NRC for emergency incidents at nuclear power plant facilities in the United States. It is also intended to provide the basis for reimbursement of DoD expenditures under the Economy Act (31 U.S.C. §§ 1535-36) for goods and services provided to the NRC for response to emergency incidents at nuclear power plant facilities in the United States.

III. AUTHORITIES AND REFERENCES

- A. The Economy Act, as amended (31 U.S.C. §§ 1535-36)
- B. DoD Directive 3025.18, Defense Support of Civil Authorities (DSCA), December 29, 2010, as amended
- C. DoD Directive 5111.13, Assistant Secretary of Defense for Homeland Defense and Global Security (ASD(HD&GS)), March 23, 2018
- D. DoD Financial Management Regulation (FMR), DoD 7000.14-R
- E. Section 161 of the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2201)

- F. Title 10 of the Code of Federal Regulations (10 CFR), Part 50, “Domestic Licensing of Production and Utilization Facilities,” and Part 52, “Licenses, Certifications, and Approvals for Nuclear Power Plants”

IV. RESPONSIBILITIES

A. The NRC agrees to:

1. Ensure that, in planning and preparing for incidents, it has exhausted all commercial contract, State, NRC, or other appropriate Federal capabilities prior to requesting DoD support.
2. Address all requests for DoD support to the DoD Executive Secretary.
3. Provide telephonic notification of all requests for DoD support to the National Joint Operations and Intelligence Center, the U.S. Northern Command Operations Center, and the Office of the Assistant Secretary of Defense for Homeland Defense and Hemispheric Affairs. Points of Contact are provided in Section VIII, Primary Contacts.
4. Provide to DoD an appropriate funding agreement and ordering document referencing this MOA. The document will describe the DoD capabilities requested, when and where the resources are needed, an estimate of the length of time the resources are required, agency fund codes, billing instructions, and acquisition authority. The NRC will ensure that funds are available to reimburse DoD for goods and services provided, and that the request is in the best interest of the government.
5. Ensure that requests for use of DoD aviation or other assets will be reviewed and comply with the Economy Act, the Federal Acquisition Regulation, and any other applicable laws and regulations, as appropriate.
6. Provide the appropriate personnel, training, equipment, supplies, and other resources required to prepare DoD personnel for temporary support in response to incidents at nuclear power plant facilities in the United States.
7. Reimburse DoD for the actual costs of the goods and services (e.g., personnel, equipment, transportation, supplies) provided for temporary support in response to incidents at nuclear power plant facilities in the United States.
 - a. Actual costs include all direct costs attributable to providing such goods or services. Actual costs also include indirect costs (overhead) if the personnel, equipment, air transportation, and supplies are provided for the benefit of the NRC.
 - b. Reimbursement will be in accordance with the DoD FMR. A summary of the rules for determining the reimbursable amounts to be collected by DoD Components is found in the FMR in Volume 11A, Chapter 1, Addendum 1, Addendum 2, and any

subsequent related provisions.

- c. Payment will be made directly to the appropriate DoD Component account via the Intra-governmental Pay and Collection System.
 - d. Provide a summary of the cumulative DoD approved billings, reimbursements to DoD, and an estimate of the outstanding billings for the prior calendar year by February 15 of each calendar year.
- B. Subject to retaining the right to disapprove, or to seek modifications to, any request for support that would negatively affect DoD operational readiness or that DoD otherwise would be unable to approve or perform, DoD agrees, to:
1. Provide assistance in the form of personnel, equipment, air transportation, and supplies on a reimbursable basis when a request for assistance complies with the requirements of this MOA and DoD is able to provide the requested resources.
 2. Ensure that U.S. Northern Command provides the NRC with an obligation estimate for support at the time of the request, including updates as needed. DoD will coordinate closely with the NRC and the Defense Finance and Accounting Service (DFAS) (as prescribed by the DoD FMR, Volume 11A, Chapter 3) to ensure that appropriate billing procedures are followed. DoD will also provide a single point of contact within U.S. Northern Command and supporting DoD Components.
 3. Provide the NRC with invoices, through U.S. Northern Command, from each supporting DoD Component for goods and services provided using document-invoicing through the U.S. Treasury.
 - a. Submit invoices to:

U.S. Nuclear Regulatory Commission
Mail Stop: O3E17A
One White Flint North
11555 Rockville Pike
Rockville, MD 20852
 - b. Invoicing for actual expenditures for reimbursements (performance of work or services, payments to contractors, or delivery from inventory) will begin within sixty (60) calendar days after the month in which performance occurred. Final billing invoices will be submitted within ninety (90) calendar days of the termination of the supported event.
 - c. Supporting documentation is required for each SF 1080 billing invoice and should include: Agreement number, DoD point of contact (POC), POC commercial phone number, financial data, copies of actual documenting expenditures, and whether the invoice is a partial or final billing.

- d. DoD Components will cite the obligation document number upon the NRC approval of the SF 1080 billing invoice and submit it to the appropriate DFAS paying station.
4. Authorize U.S. Northern Command, in consultation with the Joint Staff and the Office of the Assistant Secretary of Defense for Homeland Defense and Hemispheric Affairs, to respond directly to NRC requests for information.
 5. Provide, upon Secretary of Defense approval (or upon Combatant Commander approval of support for which approval authority has been delegated in the Secretary of Defense-approved Standing Defense Support of Civil Authorities Execute Order), temporary support, on a reimbursable basis, to the NRC.
 6. Conduct, at the request of the NRC (and subject to reimbursement by the NRC for any costs incurred by DoD), annual engagements to facilitate readiness to provide support (e.g., communication checks, equipment compatibility checks).
- C. The NRC and DoD mutually agree to:
1. Conduct a coordination meeting with DoD and NRC stakeholders no later than 60 days after the signing date of this MOA to identify anticipated support requirements and to develop an operational support concept.
 2. Conduct a coordination meeting with DoD and NRC stakeholders no later than one year after the signing date of this MOA, and annually thereafter, to review lessons learned, plans, support requirements, current procedures, and department and agency policies, and to recommend necessary revisions to each.
 3. Conduct a financial review at the annual coordination meeting. Led by U.S. Northern Command, the appropriate DoD Components and the NRC will review all DoD support to the NRC for the previous calendar year, if any; complete outstanding reimbursement transactions; and update points of contact.

V. TERMS OF AGREEMENT

- A. This MOA will become effective and will remain in effect for a period of five (5) years commencing on the date of the final signature on this MOA unless otherwise agreed to in writing. This MOA will be reviewed biennially by both parties to determine suitability for renewal, revision, or termination. Extensions to this MOA will be in writing and signed by all signatories to this MOA (or their successors or authorized representatives).
- B. Either party may terminate its participation in the MOA by providing 30 calendar days' written notice prior to such termination to the other parties. The parties understand that reimbursement for any expenses properly incurred before the cancellation date will be made in accordance with the terms of this MOA.

VI. GENERAL PROVISIONS

- A. All obligations of the parties under this MOA will be subject to the availability of funds for such purposes. Both parties agree to undertake obligations in good faith reliance on the other party's good faith representations that funds are, in fact, available to satisfy obligations. Nothing in this MOA will be deemed to obligate the funds of either party.
- B. Either party may initiate a modification to this MOA to incorporate any changes that are mutually agreed to by the parties. Such modifications will be in writing and will identify the specific activities as appropriate and any other pertinent details of the modification.
- C. The NRC is designated as the agency responsible for all administrative oversight and preparation of modifications to this MOA. A modification will not take effect until documented and signed by authorized signatories for the NRC and DoD.

VII. RESOLUTION OF DISAGREEMENTS

- A. In the event of a disagreement in the interpretation of the provision of this MOA, or amendments and/or modifications thereto, that cannot be resolved, the areas of disagreement will be stated in writing by authorized representatives from the NRC and/or DoD and presented to the other party.
- B. If agreement on interpretation is not reached within 30 days, the parties will forward the written presentation of the disagreement to senior officials within their respective organizations for appropriate resolution, and/or may mutually agree to make use of dispute resolution resources as may be available to the parties.
- C. Nothing within this MOA is intended to conflict with current NRC or DoD policy, regulations, directives, or other issuances ("directives"). If the terms of this MOA are inconsistent with existing directives of the NRC and/or DoD, then those portions of the MOA that are determined to be inconsistent will be invalid, but the remaining terms and conditions not affected by the inconsistency will remain in effect.
- D. At the first opportunity for review of the MOA, all necessary changes will be incorporated either by an amendment to this MOA or by entering into a new MOA, whichever is mutually agreed to by the parties.

VIII. PRIMARY CONTACTS

A. For the Nuclear Regulatory Commission:

OPERATIONAL CONTACT:

Nuclear Regulatory Commission
Headquarters Operations Center (24/7)
301-816-5100
hoo.hoc@nrc.gov

ADMINISTRATIVE CONTACT:

Jeff Kowalczyk
Sr. Emergency Response Coordinator
Division of Preparedness and Response
Office of Nuclear Security and Incident
Response
Nuclear Regulatory Commission
Mail Stop: T04-A08
Washington, DC 20555-0001
301-2873755
Jeff.Kowalczyk@nrc.gov

AGREEMENTS CONTACT:

Carolyn A. Cooper
Sr. Contracting Officer
Acquisition Management Division
Office of Administration
Nuclear Regulatory Commission
Mail Stop: T07-D39
Washington, DC 20555-0001
301-415-6734
Carolyn.Cooper@nrc.gov

B. For the Department of Defense:

OPERATIONAL CONTACT:

National Joint Operations and Intelligence
Center (24/7) 703-693-8180 or
703-692-4595/4598

OPERATIONAL CONTACT:

U.S. Northern Command
Command Center (24/7)
250 Vandenberg
Peterson Air Force Base, Colorado
80914-3808
719-556-1668 (24/7)
[n-nc.peterson.n.ncn2c2.mbx.land-domain-
chief-omb@mail.mil](mailto:n-nc.peterson.n.ncn2c2.mbx.land-domain-chief-omb@mail.mil)

ADMINISTRATIVE CONTACT:

James Ross

Director, Defense Support of Civil Authorities

Office of the Assistant Secretary of Defense for Homeland Defense and Hemispheric Affairs .

2600 Defense Pentagon, Room 3D247

Washington, DC 20301-2600

571-256-3984 – Office

571-256-8348 – Fax

osd.pentagon.ousd-policy.list.civil-support@mail.mil and

james.c.ross.civ@mail.mil

IX. SIGNATORIES

By signature below, the NRC and DoD certify that the representatives listed in this document are authorized to act on matters related to this MOA and agree that the NRC and DoD will use their best efforts to carry out this MOA.



Honorable Melissa Dalton
Assistant Secretary of Defense for Homeland Defense and
Hemispheric Affairs
U.S. Department of Defense

8/31/23

Date

Dr. Mirela Gavrilas
Director, Office of Nuclear Security and Incident Response
U.S. Nuclear Regulatory Commission

Date

Carolyn A. Cooper
Sr. Contracting Officer, Acquisition Management Division
Office of Administration
U.S. Nuclear Regulatory Commission

Date