



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. COAST GUARD
AND THE
NUCLEAR REGULATORY COMMISSION
REGARDING CIVILIAN MARITIME NUCLEAR PROJECTS**



1. **PARTIES.** This Memorandum of Understanding (MOU) is entered into by and between the United States Coast Guard (USCG) and the United States Nuclear Regulatory Commission (NRC), collectively the “Parties.”

2. **AUTHORITY.** The NRC is authorized to enter into this MOU, and any additional agreements arising under this MOU, under the authority of Section 203 of the Energy Reorganization Act of 1974 (Public Law 93-438, as amended; 42 U.S.C. 5841 *et seq.*). The NRC has the statutory responsibility to protect public health and safety, promote the common defense and security, and protect the environment related to the possession and use of source, byproduct, and special nuclear material under the Atomic Energy Act of 1954 (Public Law 83-703, 68 Stat. 919, as amended).

The USCG, is authorized to enter into this MOU and any additional agreements or documents arising under this MOU under 14 U.S.C. § 504(a)(20), other relevant provisions of Title 14, United States Code, or other applicable laws. The USCG has statutory responsibilities and authorities under 14 U.S.C. § 102 and other provisions of Title 14, United States Code, Subtitles I, II, VII and VIII of Title 46, United States Code, the Federal Water Pollution Control Act (Public Law 92-500, 86 Stat. 816, as amended; 33 U.S.C. § 1251, *et. seq.*), the Act to Prevent Pollution from Ships (Public Law 96-478, 94 Stat. 2297, as amended; 33 U.S.C § 1901, *et. seq.*), the Outer Continental Shelf Lands Act (Public Law 95-372, 67 Stat. 462, as amended 43 U.S.C. § 1331, *et. seq.*), National Environmental Policy Act of 1969 (Public Law No. 91-190, 83 Stat. 852, as amended; 42 U.S.C. § 4321, *et seq.*) and other applicable laws to promote the safety of life and property at sea, ensure the safety of navigation, and the protection of the marine environment.

3. **PURPOSE.** Civilian owners and operators are developing new commercial nuclear technologies for use in the marine transportation system, including nuclear propelled vessels, floating nuclear power plants, and other maritime nuclear power technologies. This MOU establishes a framework to coordinate requirements and processes for the design, fabrication, construction, and operation of civilian maritime nuclear projects installed within the marine transportation system.

For the purposes of this MOU, civilian maritime nuclear projects (CMNPs) are civilian commercial, industrial, testing, or research activities involving nuclear reactors licensed under Section 103 or 104 of the Atomic Energy Act of 1954, as amended, and installed on a vessel or maritime facility subject to USCG jurisdiction.

This MOU facilitates the reliable and efficient licensing and regulation of CMNPs by:

- Fostering communication and cooperation between the Parties.
- Clarifying agency roles and responsibilities.
- Coordinating schedules, key milestones, and joint technical reviews.
- Coordinating safety, security, and environmental protection efforts.
- Promoting consistent requirements to ensure adequate public health and safety for CMNPs.

This MOU supersedes the MOU between the USCG and the Atomic Energy Commission, effective December 6, 1973.

4. ROLES AND RESPONSIBILITIES OF EACH PARTY.

4.1 Licensing, Approvals, Certifications, and Compliance

NRC is Responsible for Nuclear Reactor Licensing and Radiological Safety and Security.

The NRC is responsible for issuing design approvals, design certifications, licenses, and permits under the jurisdiction of the United States, for the construction, operation, deployment, and decommissioning of nuclear reactors for CMNPs, pursuant to Title 10 of the Code of Federal Regulations, and will conduct any necessary inspections and analyses related to those actions. The NRC will exercise responsibility for the review of all matters related to radiological health, safety, and security, including nuclear reactor safety for CMNPs. The NRC will review the design of all structures, systems, and components relied upon in the relevant application to perform a safety function as required by NRC regulations.

USCG is Responsible for Vessel and Facility Inspection and Maritime Safety and Security. The USCG is responsible, under applicable provisions of Titles 33 and 46 of the Code of Federal Regulations, for inspecting vessels and maritime facilities involved in CMNPs, conducting other compliance examinations, conducting applicable design and plan reviews, issuing related documents, approvals and certifications for their design, construction, and operation, and other related compliance activities. The USCG also has certain responsibilities related to the transfer, stowage, handling, discharge, and dumping of oil, hazardous substances, explosives, and other dangerous goods or substances by or between such vessels and maritime facilities. In addition, under applicable statutory and regulatory authorities, the USCG may issue orders to owners and operators, or take other appropriate actions to protect the safety and security of the marine transportation system and marine environment.

Compliance Activity Coordination. The NRC and USCG will coordinate their inspections, reviews, examinations, approvals, and related compliance activities through the appropriate offices, while each retains and exercises its independent authorities. Either Party may request inspection or review assistance from the other, and the requested Party will endeavor to provide such assistance to the extent practicable. The Parties will share and, where appropriate, align schedules for these compliance activities and relevant coordination meetings.

Enforcement. Each Party will independently enforce the conditions of the permits, licenses, and certificates it issues, as well as the statutes, regulations, and orders it administers. For purposes of this MOU, “enforcement” includes issuing orders, notices of violation, civil or criminal penalties, and other sanctions, taking associated actions arising from noncompliance with applicable requirements, and any law enforcement actions. To the extent practicable, each Party will consult with the other before taking enforcement action on matters covered by this MOU and will provide the other Party, in a timely manner, copies of correspondence and other documents related to such actions.

4.2 Project Coordination

General Coordination. The Parties will coordinate with each other and, as appropriate, with other Federal, State, Tribal, and local agencies and private entities to ensure timely project decisions and fulfillment of their respective statutory and regulatory responsibilities.

Project Initiation, Scheduling, and Security Coordination. When either Party receives a pre-application or application for a CMNP, it will promptly notify the other and jointly develop a coordinated review schedule and milestones. To the extent practicable, licensing, permitting, and related technical reviews (including those related to security, emergency preparedness, and the transport of radioactive material) will proceed on a concurrent rather than sequential basis. The Parties will share and, where appropriate, incorporate review and inspection schedules into their respective project plans, invite each other to relevant coordination meetings, and promptly inform one another of any anticipated inability to meet agreed schedules or milestones and the reasons for any delay.

Technical Design Review and Guidance. For activities related to technical design review, the Parties may establish working groups of technical subject matter experts and project managers. They may also develop additional guidance to clarify roles and responsibilities. This guidance may address the interface between radiological and maritime safety requirements, as well as related security and emergency response needs. When a pre-applicant or applicant engages either Party, the Parties will coordinate early to define the scope of the technical design review within each agency’s purview.

Personnel Requirements. Personnel requirements for the safe operation of the nuclear reactor will be determined by the NRC. Requirements related to shipboard personnel, credentialing, certification, and manning for the vessels and maritime facilities involved in the CMNP will be determined by the USCG.

4.3 Environmental Compliance

NRC as the National Environmental Policy Act (NEPA) Lead Federal Agency. For the preparation of environmental documents under NEPA, such as Environmental Impact Statements (EIS) or Environmental Assessments (EA), related to a proposed CMNP, the NRC will serve as

the lead federal agency. The NRC will be responsible for drafting the environmental documents needed to support the proposed agency action related to the CMNP. As the reactor licensing authority and the lead agency for the NEPA review, the NRC will make the final determination for environmental impact conclusions within the scope of the NRC's statutory authority.

The NRC shall:

- Serve as the lead agency by supervising the preparation of NEPA-related documents associated with the proposed agency action related to the CMNP.
- Perform the associated NEPA review of the proposed agency action pursuant to the NRC's regulations under 10 CFR Part 51, "Implementation of the National Environmental Policy Act."
- Determine the purpose and need of the proposed agency action as part of the NRC's NEPA review process.
- Address any reasonably foreseeable effects with a close causal relationship to the proposed agency action with input from the USCG, as appropriate.
- Lead public scoping and meetings in support of the NEPA analysis to ensure appropriate information is available and released to the public in a timely manner, and that input from interested parties is considered in the NEPA analysis.
- Lead FAST-41 actions related to the NEPA review, if FAST-41 is applicable to any given project.
- Issue the public record of decision, or other decision document.

USCG as a NEPA Cooperating Agency. The USCG shall serve as a cooperating agency with special expertise or jurisdiction, as appropriate, in the NEPA review for a proposed CMNP in a manner consistent with its statutory authorities and applicable NEPA requirements. The USCG will support the NRC in the drafting process by submitting comments, analyses, or proposals that relate to USCG activities, authorities, or special expertise. As a cooperating agency, the USCG will:

- Provide relevant information, analyses, and proposals within its jurisdiction or special expertise to support the preparation of NEPA documents, either upon NRC request or at its own initiative.
- May use the NEPA analyses prepared for a project, to the extent practicable, in order to satisfy or supplement the USCG's own NEPA obligations so they may be adopted or relied upon by the USCG as appropriate.
- Participate in scoping and schedule development and promptly identify any issues that may affect its ability to meet agreed NEPA review milestones.

NEPA Document Preparation Process. The NRC and the USCG may develop additional guidance to ensure that the preparation of project-specific NEPA documents is efficient and timely. In doing so, the NRC and the USCG will follow the requirements under 42 U.S.C. §4336a for timely and unified reviews.

NEPA Review Scheduling. In accordance with NEPA Section 107(a)(2)(D), the NRC will develop a schedule, in consultation with the USCG, the applicant for a CMNP, and such other entities as the NRC determines appropriate, for completion of any environmental review, permit, or authorization required to carry out the proposed agency action. The Parties will coordinate on schedules for all coordinated NEPA activities, including but not limited to: (1) development and review of draft and final NEPA documents; (2) reviews and consultation; and (3) public and interagency meetings. Both Parties will endeavor to develop schedules that are consistent with each Party's deadlines to the maximum extent possible, while ensuring that the Parties are able to meet their legal and regulatory obligations.

4.4 Communication

Sharing of Information. To aid in the completion of their respective missions, the Parties will promote electronic information sharing, subject to the requirements of the Privacy Act and requirements regarding the protection of classified and commercially proprietary information. To the maximum extent practicable, the Parties will endeavor to harmonize information, such as adopting and using an agreed-to naming convention. The Parties will exchange or otherwise make available charts, maps, schematics, or other graphical representations depicting the geographical boundaries of each Party's regional offices and commands, including but not limited to Districts and Captain of the Port zones.

Guidance Coordination. To eliminate duplication of efforts by the Parties, the Parties will provide each other relevant guidance information for review and comment early and throughout the guidance development processes. Consistent with relevant laws, regulations, and legal principles, the Parties may share draft guidance and supporting analysis with one another, but the Parties will not divulge the drafts, analyses, or other deliberative process or privileged materials to the public. The Parties will, to the maximum extent practicable, endeavor to adopt common material, design, and approval standards in their guidance for CMNPs.

Avoidance of Duplicative Documentation. The Parties will endeavor to avoid requiring duplicative submission by applicants to the maximum extent practicable. Recognizing that the NRC is responsible for review of documents related to reactor safety and security, and that the USCG is responsible for review of documents related to vessel and maritime facility safety and security, the Parties will seek to establish guidance and processes that minimize the need for duplicative submissions by an applicant. The Parties will work towards a goal of establishing a cooperative document-sharing process whereby a single package of documentation could be submitted to either Party.

Consultation on Freedom of Information Act Requests. In the event a Party receives a Freedom of Information Act (5 U.S.C. § 552) request for records related to the subject of this MOU, it will: (a) consult with the other Party before releasing any responsive records to the requester, when the other Party has a substantial interest in the responsive records; and (b) refer the request to the other Party for processing, when the responsive records originated with the other Party.

Hearings. On request, a Party will participate in any public hearings held by the other Party. Particularly in the case of NRC hearings, the USCG may be called upon to provide expert testimony, in those areas or sections covered in the NRC Safety Evaluation, EA, or EIS that the USCG participated in and within areas of special USCG expertise.

5. POINTS OF CONTACT. The primary points of contact for interagency communications relating to this MOU are as follows:

- U.S. Nuclear Regulatory Commission (NRC): The Office of Advanced Reactors (OAR), Director.
- U.S. Coast Guard (USCG): Office of Design and Engineering Standards (CG-ENG), Office Chief.

Each Party may change its point of contact upon reasonable notice to the other Party. An update to the points of contact does not constitute a material change to this MOU.

6. REVIEW OF AGREEMENT. This MOU will be reviewed around the anniversary of its effective date for financial impacts and every five years in its entirety.

7. MODIFICATION. This MOU may be modified upon the written mutual consent of the Parties.

8. FUNDS. This MOU does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOU, is subject to the availability of funds pursuant to applicable laws and regulations. No provision in this MOU will be interpreted to require obligations or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341 *et seq.*).

9. PERSONNEL. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. The Parties will endeavor to make personnel available to support mutual work objectives, workshops, conferences, seminars, training opportunities, committees, drills, and work teams. Exchange of services and personnel will generally be non-reimbursable and subject to applicable laws and regulations. To this end, each Party may use personnel, facilities, advice, and information provided by the other Party for the purpose of carrying out its responsibilities.

10. CONFLICTS OF LAW. Nothing in this MOU is intended to conflict with current law or regulation or the directives of the USCG, the Department of Homeland Security, or the NRC. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

11. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated

personnel thereof.

12. DISPUTES. Any dispute relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this MOU and those which may be binding on other Parties signatory to this MOU.

13. ENTIRETY OF THE AGREEMENT. This MOU, consisting of seven pages, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral, on the subject.

14. SUBSEQUENT MEMORANDA OF AGREEMENT AND PRODECURAL DOCUMENTS. Subsequent Memoranda of Agreement (MOA) and procedural documents developed under the terms of this MOU will provide specific guidance on each Party's role and shared responsibilities for regulating various aspects of CMNPs. Each Party will cooperate through their designated representatives in the development and implementation of each specific MOA or procedural document. Approval, modification, or termination of MOAs and procedural documents will be administered by each Party's point of contact, or respective designee.

15. EFFECTIVE DATE. This MOU will become effective upon the last signature below of officials of the Parties.

16. EXPIRATION DATE. This MOU expires 10 years after the effective date.

17. TERMINATION. The terms of this MOU, as modified with the consent of both Parties, will remain in effect until the expiration date. Either Party may terminate its participation in this MOU upon written notice to the other Party. The MOU may be extended by the mutual written agreement of the Parties.

18. APPROVING OFFICIALS.

For the NRC:

For the USCG:

Position: Executive Director for Operations

Position: Assistant Commandant for
Prevention Policy (CG-5P)

Enclosure 1
LIST OF MEMORANDA OF AGREEMENT AND PROCEDURAL DOCUMENTS
Last Updated: June 23, 2026

The MOU Points of Contact will ensure that the List of MOA and Procedural Documents is updated within 30 days of finalizing a new agreement or document and sharing the updates between Parties.

*Note: There are currently no effective MOA or Procedural Documents under this MOU.

Name	Title	Revision Number	Effective Date	Description of change.