# MEMORANDUM OF UNDERSTANDING BETWEEN BUREAU OF RECLAMATION AND U.S. GEOLOGICAL SURVEY

#### I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities necessary to perform work associated with the Nevada Nuclear Waste Storage Investigation (NNWSI).

#### II. BACKGROUND

For a number of years the U.S. Geological Survey (USGS) has been supporting the NNWSI of the Department of Energy (DOE). Recently, technical and staff demands of the investigation have expanded beyond the ability of USGS to meet them within their program capability. Discussions among DOE (including Nevada Project Office (NVO)), USGS, and the Bureau of Reclamation (USBR) have resulted in acceptance of the concept that USBR technical and staff support to USGS can benefit the performance of the NNWSI site investigation. Proposals prepared by the USBR, in conjunction with the USGS, covering the general areas of USBR work have been accepted in principle by DOE. Thus, this MOU is necessary to provide for USBR support to the USGS on the NNWSI.

# III. RESPONSIBILITIES AND AREAS OF COOPERATION

The USBR agrees to provide performance of supporting tasks in engineering and engineering geology technical specialties to the USGS for the NNWSI. Specific technical areas, staff, and funding requirements will be determined annually, or as otherwise required, on the basis of requirements of the ongoing program of the NNWSI.

The USBR will work with the USGS to define and perform investigations, analyses and evaluations to develop data and information focused on the NNWSI Project Issues Hierarchy and meeting the regulatory requirements for the NNWSI. In accord with the USBR role of supporting the USGS, the USBR agrees to comply with the provisions of Agreement No. EW 78-A-08-1543, and its successors, between the DOE and the USGS (copy attached).

#### A. Responsible USBR Element

The USBR will manage its support activities by establishing an NNWSI Technical Program Office under the Assistant Commissioner - Engineering and Research in Denver, Colorado. Work will be performed by USBR technical staff who will be assigned specific work tasks for this project (matrix organization) or by contract, as appropriate.

## B. Inter-Bureau Contacts

Contacts for ongoing work under this MOU will be:

USGS - Chief, Branch of Nevada Nuclear Waste Storage Investigations
Denver, Colorado

USBR - NNWSI Technical Program Officer Assistant Commissioner - Engineering and Research Denver, Colorado

# C. Issue Resolution

If issues arise which require resolution between the USGS and the USBR, resolution will be attained between the Director, USGS, and the Commissioner, USBR, or at otherwise delegated levels, under the oversight of and with concurrence by the Assistant Secretary - Water and Science.

If issues arise which require resolution between the USBR and DOE-NVO, such resolution will be attained between the Director, Waste Management Project Office, DOE, Nevada, and the Director, USGS, based on positions established jointly by the Director, USGS, and the Commissioner, USBR, and concurred in by the Assistant Secretary -Water and Science.

#### IV. FUNDING

Funding for the USBR work will be derived from the DOE-NVO in accordance with their agreement with the USGS, and transferred to the USBR by the USGS on an annual basis. The initial annual transfer of funds/authority will occur within 10 working days of the USGS's receiving its funding/authority from DOE.

### V. TERM OF AGREEMENT

This Memorandum of Understanding will be in effect from the date of the last signature and will remain in effect indefinitely. This agreement may be amended at any time by mutual consent of both parties, and may be terminated by either party upon 180 days' written notice.

Attachment

U.S. Geological Survey

JAN 13 1986

Concur:

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