



**U.S. Department of Energy
NEW BRUNSWICK LABORATORY**

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June 23, 2000

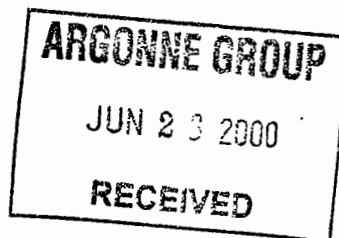
RORY SIMPSON, ARGONNE GROUP/CH

SUBJECT: ANL NBL MOU - TWO COPIES SIGNED BY ME

Enclosed are two copies of the ANL NBL MOU that I have signed. I realize that you have not requested me to sign these. Therefore, I offer these two signed copies for your convenience since I may be difficult to reach next week when efforts will be made to get the MOU signed by all parties involved.


Margaret E.M. Tolbert, Director
New Brunswick Laboratory

Enclosures:
As Stated



THIS AGREEMENT HAS BEEN
SIGNED BY THE ARGONNE GROUP
AND ARGONNE NAT'L. LABORATORY.


SEE ATTACHED.

RORY S. SIMPSON
CONTRACTING OFFICER, ARG
U.S. DEPARTMENT OF ENERGY

07/24/00

ARGONNE NATIONAL LABORATORY AND NEW BRUNSWICK LABORATORY

MEMORANDUM OF UNDERSTANDING

INTRODUCTION

This is a Memorandum of Understanding (MOU) concerning the operation of the New Brunswick Laboratory (NBL) on the Argonne-Illinois Site and, as such, sets forth certain responsibilities of the parties to this document.

NBL, an organizational entity of the DOE Chicago Operations Office (CH), is a direct DOE operation. Since the NBL operations potentially affect, and are affected by, the other operations on the Argonne Illinois Site, it is necessary that NBL's operating policies and procedures be compatible with those applicable to Argonne National Laboratory (ANL) organizational units with respect to matters including (but not limited to) site safety, security, environmental controls, waste handling, and emergency preparedness. For these matters, NBL shall operate under DOE procedures that are consistent with ANL policies and shall have the lead responsibility for assurance of compliance.

The Chicago Operations Office Argonne Group (ARG) may be asked by either party to assist in the resolution of policy and implementation questions that arise between NBL and ANL. Where alternate interpretations of DOE policy, DOE order implementation, or environmental, safety and health laws and regulations by NBL or ANL result in an issue that cannot be satisfactorily resolved between the two organizations, ARG may be asked to assist in resolution of the differences in interpretations.

SECTION 1. OPERATIONS

This section of the MOU provides the framework for defining the interrelationship between ANL and NBL.

1.1 Policy

Operating policies for the effective management and control of ANL's functions are contained in ANL's Policy Manual. Secondary documents, such as ANL-E's Environment, Safety and Health (ES&H) Manual and Nuclear Safety Procedures Manual, etc., provide the guidelines for ANL organizational units to prepare their specific operational procedures.

NBL has prepared and shall maintain similar secondary documents that shall be reviewed by ANL for compatibility with the ANL Policy Manual. Differences appearing from such reviews shall be resolved between ANL and NBL. If such differences cannot be resolved, these items should be brought to the attention of the ARG for assistance in reaching a resolution.

For the acquisition of services from ANL, NBL shall function in the same general fashion as other ANL and/or CH organizational units (pursuant to Contract W-31-109-ENG-38).

NBL may use the services of the various ANL organizations as needed for its operating requirements except as otherwise specifically provided in this MOU. Service shall be requested by NBL in accordance with the specific ANL procedures for each service organization. Billing for these services will be submitted to NBL in accordance with the procedures described in Section 2 of this document.

1.2 Environment, Safety and Health

1.2.1 General

It is the policy of NBL to conduct its operations in such a manner as to protect the environment and the health and safety of its employees and members of the public and to comply with all environmental, safety and health laws, regulations, and DOE Orders that apply to its operations. NBL's implementing procedures shall be consistent with ANL's policies and procedures as a minimum.

NBL will develop and maintain an Integrated Safety Management (ISM) System Description describing how NBL meets the guiding principles and core functions of ISM. In addition NBL's ISM System Description will describe the NBL interface between the ANL ISM System Description and the ARG Functions, Responsibilities, and Authorities Manual (FRAM). NBL will supply ANL and ARG with the NBL ISM System Description (and its current revisions). ARG will supply NBL with the ARG FRAM (and its current revisions).¹

The principal documents that implement ANL's safety requirements are:

- (a) ANL Policy Manual
- (b) ANL Safety Management System Description (ISM Description)
- (c) ANL-E Environment, Safety and Health Manual¹
- (d) ANL-E Comprehensive Emergency Management Plan
- (e) ANL-E Safeguards and Security Plan
- (f) ANL Nuclear Safety Procedure Manual¹
- (g) ANL-E Waste Handling Procedures Manual¹
- (h) ANL-E Hazardous Materials Transportation Safety Manual
- (i) Special Materials (SPM) Users Guide for the Argonne-Illinois Site
- (j) ANL-E Spill Prevention, Control and Countermeasures Plan
- (k) Manual of Construction for ANL-E

ANL shall supply NBL with copies of these documents and with their current revisions, to the extent not already provided.

Stricter requirements may be imposed at the direction of NBL Director or her designee(s). NBL shall maintain a Safety Analysis Report (SAR) and Technical Safety Requirements (TSRs) approved by the Chicago Operations Office, and supply these documents with the DOE approvals to ANL for use in site emergency planning and management. NBL shall identify and incorporate those portions of the ANL-E Environment, Safety and Health Manual that are applicable to NBL operations into a document establishing NBL's Health and Safety policy.

¹ Available on ANL Web Page

NBL shall maintain an Emergency Plan (EP), a Criticality Hazards Control Statement (CHCS) or its equivalent, a hazards assessment, a Radiation Protection Plan, Orientation and Training Plan (Training Implementation Matrix), Conduct of Operations Manual, and other secondary documents as required by DOE Orders. These documents are to be used as guides for the preparation of detailed implementing procedures necessary to NBL's operations. NBL prepares these secondary documents to be compatible with DOE order requirements and ANL Policy. The programs and controls outlined in these documents shall be implemented and periodically reviewed to ensure that they are effective and in compliance with requirements. NBL shall provide copies of the appropriate DOE-approved documents for use in site emergency planning and management.

Any deviations from ANL Policy should be brought to the attention of ANL Management and resolved between ANL and NBL with mediation by ARG as may be required.

1.2.2 Environmental Protection

ANL shall have the primary responsibility for establishing programs and procedures to meet Federal, State and local laws as well as DOE Orders for the site. For purposes of environmental compliance, NBL shall view itself, and be viewed by ANL, as one of the facilities located on the Argonne Site. NBL shall be included under programs to monitor effluent emissions at the Argonne Site. NBL is responsible for environmental compliance of its organization. However, because of the shared nature of site environmental protection permits, NBL must be cognizant of ANL procedures that impact NBL's capability to comply with environmental requirements.

1.2.3 Hazardous, Radioactive and Mixed Waste

Since NBL and ANL operate under the same RCRA permit, and NBL is only one of the waste producers on the Argonne site, NBL shall be an integral part of the ANL waste management program.

ANL shall treat, store or dispose of all waste produced by NBL operations in a timely manner, and in a manner that complies with applicable law, DOE Orders, and ANL Policy. NBL shall comply with ANL waste handling procedures and shall coordinate with ANL with respect to all alternative disposal plans. NBL and ANL shall work closely with each other so that there are no inadvertent violations of laws or regulations. NBL shall provide descriptions and estimates of the quantities of its waste. NBL shall coordinate with ANL before any new mixed waste streams are generated to verify that the waste can be treated in a timely manner, or, if necessary, to ensure that the waste stream is included in the site treatment plan for mixed waste at ANL. To the extent possible, NBL scientists will minimize the amount of waste (e.g., hazardous, radioactive, and mixed waste) generated as they perform laboratory tasks to meet technical and program commitments.

1.2.4 Emergency Preparedness

NBL's Emergency Plan (EP) defines the individual and joint responsibilities in this area. NBL's EP document, and subsequent revisions, shall be reviewed by ANL to assure consistency with site-wide plans and procedures. For emergency-related activities which extend beyond the confines of Building 350, and which cause the ANL Technical Support Center (TSC) or the Emergency Operations Center (EOC) to be activated, NBL shall dispatch the ESHO Team Lead to the TSC/EOC. ANL and NBL shall collaborate to develop procedures for implementing the DOE Occurrence Reporting and Processing System (ORPS) and emergency notification requirements to assure consistent and reciprocal reporting and notification. NBL shall utilize ANL Off-Shift Health Physics (HP) staff to handle off-shift HP incidents (e.g., 911 Calls). ANL off-shift HP personnel are not responsible for resetting or repairing NBL systems or equipment.

1.2.5 Reviews and Appraisals

NBL, as line management, has the responsibility to maintain current program documents, review and approve its own documents except as delineated in the CH FRAM, and conduct internal assessments and arrange for periodic independent assessments to ensure that operations are in compliance with applicable requirements. DOE's Office of Security and Emergency Operations has oversight of NBL; however, it has delegated that responsibility to the Office of Safeguards and Security. The Office of Safeguards and Security (OSS) has redelegated the responsibility for the review and revision of NBL safety documents to DOE-CH. NBL safety documents are reviewed annually by teams consisting of NBL staff members and approved by the Laboratory Director. When DOE Orders specify the need for specific approvals by non-NBL managers, persons from those managers' groups are involved in the review and concurrence process. Designated OSS staff members and other experts are involved in the review and concurrence process as required. Appraisals of ANL operations in those areas that affect NBL operations shall be made available to NBL by ARG. Appraisals of NBL operations in those areas that affect ANL operations shall be made available to ANL by ARG. ANL and NBL shall be afforded the opportunity to review each other's operations in areas of mutual interest and concern, in collaboration with ARG, to assure that they are performed within environment, safety and health requirements. ANL has the primary responsibility for establishing environment, safety and health programs and procedures for the site. NBL has the primary responsibility for the safety of its operations. Due to location, NBL has committed to collaborating with ANL in the development of site-wide procedures. NBL will adhere to these procedures as long as they are compatible with DOE Orders and policies.

1.3 Safeguards and Security

1.3.1 Nuclear Materials Accountability

NBL is a separate nuclear materials accountability entity. ANL shall have no responsibility for nuclear materials accountability at NBL.

1.3.2 Nuclear Materials Control and Security

NBL is responsible for nuclear materials control and for the security of nuclear materials and classified matter in Building 350. Nuclear materials control and security activities shall conform to the requirements of applicable DOE Orders and shall be compatible with the ANL site-wide Safeguards and Security Plan.

1.4 Property and Supplies

1.4.1 Property

All capital equipment related to NBL's operations shall be accounted for in the capital equipment inventory maintained by ANL.

1.4.2 Supplies

NBL may utilize ANL stores for routine stock issued items, subject to availability. NBL shall use standard ANL procedures for requisitioning of these items.

1.5 Services

NBL will pay for the services listed below based on the same method of direct allocation used for other service customers.

1.5.1 Custodial Services

ANL shall provide custodial services to NBL at an agreed-upon level. The ANL staff assigned to Building 350 are required to undergo facility-specific health and safety training provided by NBL, maintain the appropriate level of radiation safety training provided by ANL, and are to conduct their operations within the tenets of NBL policy. ANL shall make an effort to maintain continuity of its staff assignments.

1.5.2 Building Maintenance Services

ANL shall provide building maintenance services to NBL at an agreed-upon level. The ANL staff assigned to Building 350 are required to undergo facility-specific health and safety training provided by NBL, maintain the appropriate level of radiation safety training provided by ANL, and are to conduct their operations within the tenets of NBL policy. ANL shall make an effort to maintain continuity of its staff assignments.

ANL shall be responsible for the development of a Maintenance Implementation Plan, as required by DOE Orders, which includes schedules and procedures for performing maintenance. NBL will be provided with a copy of the ANL Maintenance Implementation Plan, which shall conform to DOE Orders Conduct of Operations guidance.

SECTION 2. ACCOUNTING

This section defines the accounting practices for materials and services provided under this MOU.

2.1 General

Services that are provided to ANL programs and/or to DOE may be requested by NBL. By March 1 of each year, ANL shall notify NBL by letter of the scope and estimated costs for fixed and direct categories of service and the method for allocating those costs. NBL shall have 30 days to question or reject the scope, cost or method of allocation for each service item in writing. For those items that are accepted, the ANL letter and the NBL acceptance shall serve as the basis for the obligating instruments against which costs can be accrued. For those items that are questioned or rejected, resolution to the mutual satisfaction of ANL and NBL shall be confirmed. Such resolution shall be effected within 60 days, and the method of allocation cannot be changed after that period for the applicable fiscal year.

2.2 Accounting

Funds are obligated, costed, and paid by NBL as invoiced on a monthly basis for materials and services provided under this Understanding. For billing purposes, services provided to NBL by ANL are divided into two major categories:

2.2.1 Fixed Charges

These charges reflect costs of required or predetermined services provided to NBL by ANL as the site management and operating contractor. Updated fixed charges and any new charges to NBL (for services not listed below) which ANL is anticipating in the next fiscal year shall be provided to NBL by March 1st of the applicable year. This will enable NBL to budget for fixed charges in the next fiscal year. However, this March 1 date will specifically not apply in the event DOE places new requirements on ANL that increase the cost of services ANL is currently providing to NBL or that mandate new services. In this case, ANL and NBL will share the increase in costs due to the new DOE requirement according to a proration formula acceptable to both parties.

Listed below are the current services and their cost bases that shall be billed to NBL on a monthly basis of one-twelfth of the annual charge. NBL shall have the option of obtaining services from an outside vendor on an annual agreement basis if this is found to be more cost-effective and efficient, except in cases where applicable labor agreements prohibit outside vendors. ANL must be notified by March 1st of the intent to outsource, and any outside vendor must comply with the policies and procedures of DOE and ANL. Any changes in the agreed-upon rates shall be identified and justified to NBL prior to monthly billing.

Final estimates of fixed charges for the current fiscal year will be communicated to NBL when this information is available to ANL, which coincides with budget approval and cost allocation models.

- (a) Health services (per NBL employee);
- (b) Personal dosimetry services (estimate of usage);
- (c) ES&H Services (estimate of Usage);
- (d) Building and utility services (space occupied);
- (e) Custodial service (space occupied);
- (f) Plant physical protection (per separate agreement that is currently understood to be the revised "Significant Security Interests" approach agreed upon in the March 25, 1999, letter from J. W. O'Kelly to T. Crawford);
- (g) Fire Department (space occupied);
- (h) Grounds (per NBL employee);
- (i) Cafeteria (per NBL employee);
- (k) Technical Information services (estimate of usage);
- (l) Shipping services (estimate of usage);
- (m) T-run delivery/pickup (estimate of usage);
- (n) Cylinder truck delivery/pickup (estimate of usage);
- (o) Liquid nitrogen dewar service (estimate of usage);
- (p) Mail truck delivery/pickup (estimate of usage);
- (q) Health Physics Instrument Maintenance and Calibration (estimate of usage).

2.2.2 Direct Charges

These charges reflect costs of services provided at measured rates of usage. The service may be ongoing (e.g., supplied electricity) or may be requested at NBL's option (e.g., shop services).

The following are examples of items for which ANL will bill NBL monthly on a direct charge (i.e., actual usage) basis.

- (a) Telephone (actual);
- (c) Driving & Rigging Services (per hour);
- (d) Shop Services (per hour);
- (e) Stores (usage);
- (f) Miscellaneous plant operations installation services (per hour);
- (g) Electronic maintenance (per hour);
- (i) Reclamation (per hour);
- (j) Freight (actual);
- (k) Amos non-ANL user charges (actual and administration fee);
- (l) Hazardous Material Waste Pickup and Processing (usage).

2.3 Invoicing

An invoice (in duplicate) shall be provided to NBL on a monthly basis with appropriate backup reports (e.g., #FR-AK-001 and FR-DC-005). NBL is responsible for verifying the accuracy of any invoices and statements. ANL is responsible for ensuring that errors are corrected via adjustments to subsequent invoices. Any disputed ANL charges will not be paid by NBL until both parties agree to a resolution of the dispute.

SECTION 3. GENERAL UNDERSTANDINGS

- 3.1 It is recognized that ANL is operated by the University of Chicago under a Prime Contract with the United States Government represented by DOE. This MOU and the Prime Contract are to be interpreted as being consistent and cumulative in effect to the maximum extent practicable. However, it is understood that if there is a conflict between this MOU and the Prime Contract, the Prime Contract shall govern.
- 3.2 This MOU, or revisions thereto, becomes effective when signed by both parties. It shall be reviewed by the parties periodically but at least annually. This document may be amended at any time by written agreement of the parties hereto, which may be in letter form.

SECTION 4. APPROVALS AND CONCURRENCE

ANL Approval: Rudolph Bowie Date: 7/24/00

NBL Approval: MEM Tolbert Date: 6/23/00

ARG Concurrence: RW Underhill Date: 7/24/00