

Revision Log

Pages Affected	Description of Revision
All	For Administrative procedures, paragraph numbering is used for information reference points and does not represent a step order. Updated Organizations names/titles. Updated S/RIDs.
2	Section 2.0 Added new 2 nd paragraph.
2 – 3	Section 3.0 - Added lead in paragraph - Added definition for “Non-tenant Independent Service Provider”.
5	Section 4.2 Added to the end of the 3 rd bullet, “by the Contracts Vice-President (VP)”.
6	Section 4.6 Added new section for “M&O Subcontractor Technical Representatives (STRs)”
8	Section 5.4 In Step 4F 1 st sentence, changed “annual” to “reviewed periodically (not to exceed a period of two years)” and deleted in the 2 nd sentence the word “annual”.
10	Section 5.5 Changed in Step 16, “or at least on an annual basis” to “not to exceed a period of two years”.
13	Section 5.6.9 Changed in Step 3, “activity code” to “speed chart”.
14	Section 5.7 Changed in Step 3B, “activity code” to “speed chart”.
14	Section 5.8 Added new section for Non-tenant Independent Service Providers.
19	Attachment 8.4 Added revised attachment.
24 & 30	Attachment 8.7 In Section 1.1, 2 nd paragraph, 3 rd sentence, changed “at least annually” to “periodically (not to exceed a period of two years)”. Changed in Section 6.4, 4 th and 5 th paragraphs, “activity code” to “speed chart”.
40	Attachment 8.8 In Section 1.0, 3 rd paragraph, changed “at least annually” to “periodically (not to exceed a period of two years)”.

1.0 PURPOSE ^[S/RID 1, 2]

The Department of Energy Savannah River (DOE-SR) expects all contractors and other tenants performing work at the Savannah River Site (SRS) to reach agreement on the exchange of services, interface boundaries, and responsibilities. To facilitate this process, this procedure creates a consistent framework for developing interface agreements between the Management and Operations Contractor (M&O and/or M&O Contractor), and other SRS tenants as required by the SRS Interface Management Plan.

2.0 SCOPE

The provisions of this procedure apply to all tenants at the Savannah River Site (SRS) and to subcontractors performing work for those tenants when required by subcontract or applicable law.

This procedure includes the governance for Non-Tenant Independent Service providers that perform a service for individual employees working at the SRS, to include the allowance of badging. These services include, but are not limited to, the towing of personal vehicles and the provision of food and drink from mobile food vendors.

This procedure describes the process for developing, implementing, and modifying interface agreements between the M&O Contractor and other Site tenants.

This procedure does not:

- Apply to agreements that do not involve the M&O Contractor, to Interagency Agreements where the M&O has no requirement to provide services, nor to internal interfaces within tenant organizations
- Create additional contractual commitments or conflict with existing commitments
- Inhibit the informal exchange of information (e.g., phone calls, emails).

Interface agreements entered into prior to issuance of this procedure do not have to be revised to conform with the requirements herein, and remain valid until otherwise revised or superseded.

3.0 DEFINITIONS AND ABBREVIATIONS

General terms and definitions may be found in Manual 1B, Appendix A, *Glossary*. Definition and Terms relevant to this procedure are as follows:

Direct Services - Those services provided to the Service Requester that are charged to the Service Requesters contract via a Service Level Agreement (SLA), Work for Others (WFO) Agreement or Subcontract.

Essential Site Services (ESS) - An M&O overhead that contains general site services.

Federal Interagency Agreement - An agreement between two Federal Agencies documenting support and interface requirements.

3.0 DEFINITIONS AND ABBREVIATIONS, (cont.)

Functional Point of Contact (POC) - A designated Point of Contact for a specific Functional Service Area. Both a Service Provider and a Service Requester would have a Functional POC.

Functional Service Agreement (FSA) - The agreements that define services that are provided to a service requester that are not charged to the requester's contract. The Service Provider will receive funding in their Financial Plan to cover the costs or be directed by the DOE Contracting Officer to place the cost in the Service Provider's overhead accounts.

Interface - The functional interaction between two SRS tenants which involves the exchange of services, definition of boundaries, definition of responsibilities, and/or definition of requirements for effective interaction.

Management & Operating Contractor (M&O and/or M&O Contractor) - The contractor that provides Landlord and Support Services to site tenants.

Memorandum of Agreement (MOA) - The high level agreement between the M&O contractor and an SRS Tenant that creates an initial framework for potential exchange of services and/or definition of other interface requirements.

NOTE

This procedure does not apply when the Non-tenant service provider has a contractual responsibility to an on-site governmental entity or Site Tenant to perform a service for that entity.

Non-tenant Independent Service Provider - Service provider that is allowed access to the SRS for the sole purpose of doing business with and for the benefit of individual employees working at the SRS. Examples of Non-tenant independent service providers include towing services for individually owned vehicles, vending machine suppliers and food service companies with their own equipment and facility. Typically, the individuals employed by these service providers are badged as non-M&O subcontractors. Additionally, these individuals will be considered site workers in the event of a site incident or accident, including but not limited to medical emergencies, environmental releases or nuclear occurrences. Non-tenant independent service providers are governed by their industry requirements including any incident reporting.

Request for Information (RFI) - The initial step in developing an SLA. The Service Requester is asking the Service Provider if they have the capability and capacity to perform the work.

Request for Proposal (RFP) - The second step in the SLA development process. The Service Requester refines the scope and schedule requirements and the Service provider estimates the work and validates that they can perform to the specified requirements.

Service Provider - A tenant that is providing a service to another tenant.

Service Requester - A tenant that is requesting service from another tenant.

Services - The term Services is used in this document to encompass all types of available work that may be exchanged, including field work (e.g., rigging, computer programming) and programmatic support [e.g., Integrated Safety Management System (ISMS) program, environmental program].

3.0 DEFINITIONS AND ABBREVIATIONS, (cont.)

Service Level Agreement (SLA) –

- The agreement that authorizes exchange of specific, direct services between the M&O contractor and a Site Tenant per the provisions of the MOA previously established between the two parties. These services are invoiced monthly to the requesting tenant. Development of an SLA involves two steps: a request for information, and a request for proposal.
- A type of work plan used in conjunction with a WFO agreement. This allows the M&O and tenant to agree on specific work scope execution requirements and the tracking of costs at a level below the WFO to ensure WFO authorized funding limits are not exceeded.

Site Tenant or Tenant - An organization (any SRS Contractor, Federal Agency, State Agency or a subcontractor of one of these organizations) that physically resides at SRS.

Work for Others Agreement (WFO) - A formal agreement between the M&O contractor and a non-federal sponsor that contains a scope, schedule costs, provisions for advance payments, and terms and conditions under which work will be performed, which becomes an attachment to the DOE authorization for services.

4.0 RESPONSIBILITIES

4.1 Interface Management Office

The Interface Management Office (IMO) of the M&O Contractor is responsible for:

- Maintaining a list of services available to all site tenants and a list of points-of-contact for each service and each site tenant
- Working with management to identify an MOA POC for new tenants
- Providing support to M&O MOA POCs in drafting and placement of all Interface Documents and their subsequent revisions, as well as interpretation and communication of their content
- Ensuring data collection, feedback and lessons learned analysis, and periodic reports and reviews with regard to the overall process, is sent to senior M&O management and DOE
- Maintaining current Interface Documents on the SRS Interface Management web page and placing all originals in document control
- Communicating and facilitating resolution of any disputes as outlined in the MOAs.

4.2 MOA Points-of-Contact (POC)

Both Parties to the MOA shall identify a single MOA POC who will be responsible for coordinating and administering all matters related to the MOA. All requests for services shall flow through these POCs (or their functional designees).

4.2 MOA Points-of-Contact (POC), (cont.)

The M&O MOA POC is responsible for:

- Leading the development of and revision of MOAs. The M&O MOA POC will collaborate with the Tenant MOA POC during the development process.
- In cases where tenants do not have electronic access to MOA-related materials, making needed materials available
- Obtaining General Counsel, Contracts and Finance review of initial MOA documents and revisions prior to approval by the Contracts Vice-President (VP)
- Providing a list of available services to the Tenant MOA POC
- Facilitating initial meeting of Functional POCs to discuss service requirements
- Assisting the Functional POCs in obtaining FSA review and approvals.

4.3 Functional Point of Contact

The M&O contractor and the Site Tenant between whom services are exchanged shall establish POCs for each FSA. These POCs are responsible for:

- Performing the development and ensuring approval of FSA for their functional area
- Identifying designees, as appropriate, to assist with discharging these responsibilities
- Resolving all FSA related issues at the lowest level possible
- Making needed materials available in cases where tenants do not have electronic access to FSA related materials
- Ensuring the DOE Functional Manager is invited to all development sessions.

The M&O Functional POC is responsible for obtaining M&O General Counsel, Contracts, and Finance review of initial FSA documents and revisions prior to approval

4.4 Service Provider

Each SLA will have a designated Service Provider who is responsible for all matters involving delivery of services including:

- Review, estimation and approval of SLA
- Monitoring work execution
- Monitoring cost and schedule performance
- Engaging the Service Requester for any SLA related issues and following the dispute resolution process defined in the MOA if needed.

4.5 Service Requester

Each SLA will have a designated Service Requester who is responsible for all matters involving definition of service needs including:

- Initiating an RFI or RFP to develop an SLA
-

4.5 Service Requestor, (cont.)

- Authorizing SLA thru approval of the document
- Providing feedback to Service Provider
- Accepting SLA work
- Initiating SLA revisions.

4.6 M&O Subcontractor Technical Representatives (STRs)

M&O STRs are responsible for maintaining a list and supporting the badging of the non-tenant independent service providers. These individuals will be considered site workers in the event of a site incident or accident, including but not limited to medical emergencies, environmental releases or nuclear occurrences.

Non-tenant independent service providers are governed by their industry requirements including any incident reporting.

5.0 REQUIREMENTS**5.1 General**

1. Process diagrams depicting the major steps of the SRS interface management process are shown in Attachments 8.4 through 8.6. The process:
 - A. Starts with a Site tenant's DOE Contract, Federal Interagency Agreement, or other signed, formal agreement between a Site tenant and DOE, which creates the potential need for developing interface agreements
 - B. Continues with the communications necessary to establish a formal agreement between a Site tenant and the M&O contractor
 - C. Ends with completion and acceptance of the work.
2. The details of each step of the interface agreement development process are explained in the sections below.

5.2 DOE Contract, Interagency Agreement or Signed, Formal Agreement with SRS Tenant

1. The M&O and Tenants at SRS function according to and shall stay in compliance with their formal agreements signed with DOE. For contractors, these agreements are DOE contracts, and for other governmental entities, they are Interagency Agreements.
 2. According to its DOE Contract, the M&O Contractor is responsible to provide specified Services to DOE-SR, the National Nuclear Security Administration (NNSA), and other tenant entities.
-

5.2 DOE Contract, Interagency Agreement or Signed, Formal Agreement with SRS Tenant, (cont.)

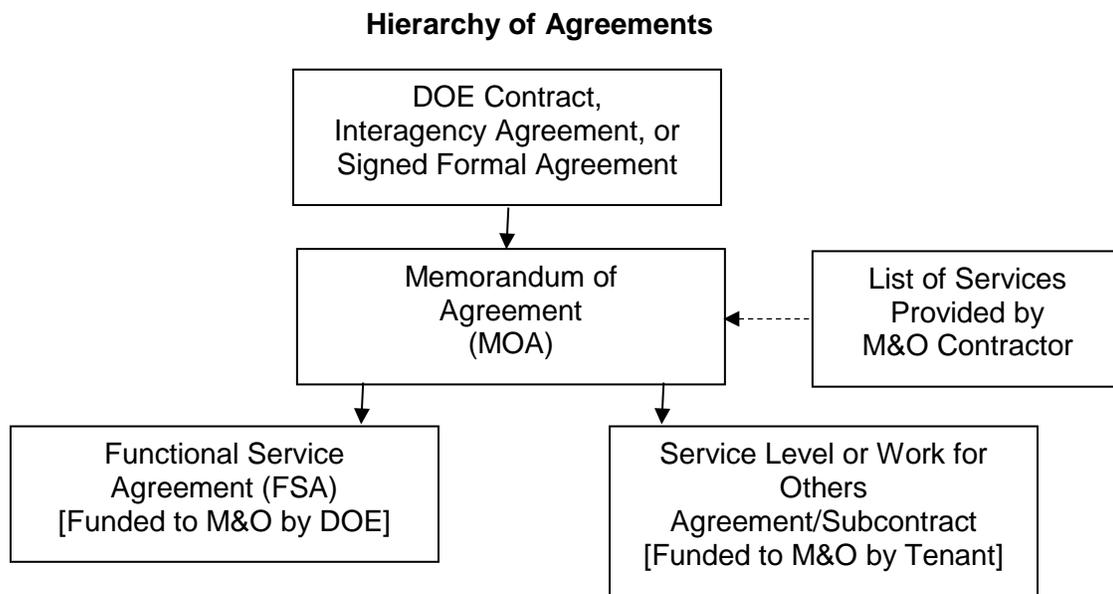
3. To accomplish this, the M&O Contractor is responsible for management of all interfaces related to these Services.
4. SRS Tenants make independent decisions about obtaining Services unless otherwise directed by their formal agreements with DOE.

5.3 M&O Services and Points-of-Contact Identified

1. Once a tenant has established a formal agreement with the Department of Energy, then they may contact the M&O Interface Management Office (IMO) to express the desire to exchange services.
2. The IMO ensures an M&O MOA POC is assigned to interface with the Tenant POC.
3. The IMO shall be responsible for maintaining an updated list of Services and internal POCs for specified service areas. This is available via the SRS Intranet web site within the Interface Management web page.

5.4 Memorandum of Agreement for Exchange of Services

1. An MOA is needed to create an initial framework for the exchange of services between the M&O Contractor and other SRS Tenants. Such exchange of services will be defined in more detail in the WFOs, FSAs, SLAs, etc that may be attached to each MOA. The hierarchy of agreements is shown below:



5.4 Memorandum of Agreement for Exchange of Services, (cont.)

2. The M&O MOA POC will work with the IMO to identify the appropriate set of interface documents. Attachments 8.1 through 8.3 should be utilized in this decision making process.

NOTE

Completion of the Attachment (Decision Tree) may require a discussion with the appropriate DOE Program and Contracting personnel to identify the funding approach. The preferred funding approach is via the M&O Financial Plan.

3. The MOA development process is defined in Attachment 8.4.
4. An MOA template is provided in Attachment 8.7, which identifies the preferred wording for each section.
 - A. The M&O MOA POC has the lead to develop the MOA in collaboration with the Tenant MOA POC.
 - B. Once the MOA is drafted it should be routed for internal M&O review as defined on the process map.
 - C. The next step is to provide to all parties for final review. Ensure that the DOE Office of Integration and Planning and the DOE Program Manager is included in the review process.
 - D. When all comments are resolved route the MOA for approval as shown on the process map.
 - E. Once the MOA is approved the original documents shall be forwarded to the IMO office for archival and posting to the Interface Management web page
 - F. M&O MOA POC shall ensure MOAs are reviewed periodically (not to exceed a period of two years) and updated as needed. The update schedule for all MOAs is coordinated by the IMO.

5.5 Functional Service Agreements (FSA)

1. If the Decision Tree results identify the need for Functional Service Agreements, then this section shall be utilized.
 2. Attachment 8.5, *Functional Service Agreement Development*, identifies the FSA document development process.
 3. The M&O MOA POC will provide a list of available M&O landlord and support services to the Tenant MOA POC for their review.
 4. For initial FSA development, the MOA POC will meet with the Tenant MOA POC to obtain a preliminary list of requested services.
-

5.5 Functional Service Agreements (FSA), (cont.)

5. The M&O MOA POC will then call a meeting of the Tenant MOA POC, the M&O Functional POC's and the Tenant Functional POC's to finalize the list of requested services.
6. If service quantities/levels are not finalized in the meeting, then the Tenant MOA POC will finalize and send to the M&O MOA POC.
7. The M&O MOA POC will distribute the list of requested service/service levels to each M&O Functional POC.
8. The M&O Functional POC will lead the FSA development effort in collaboration with the Tenant Functional POC.

NOTE

The M&O Functional POC ensures that the DOE Functional Program POC is invited to document development meetings as an observer of the process.

9. The FSA shall document the parties' agreement on the following:
 - Levels of service expected with defined terms
 - The protocol for exchange of the service including the standards, policies, and procedures to follow
 - Any specific reporting requirements
 - A delineation of physical interface points.
 10. The general outline for FSAs is shown in Attachment 8.8, *Functional Service Agreement Format*.
 - A. Specific examples may be found on the SRS Intranet Interface Management webpage or may be obtained from the Interface Management Office.
 - B. Once FSAs are established, they become attachments to the MOA.
 11. Once the FSA is drafted, then the functional review shall be completed as shown on the process map.

All comments will be addressed and resolved in a reasonable manner.
 12. Once the Functional Review is completed, then the M&O Functional POC shall transmit the FSA to the M&O MOA POC to coordinate distribution of the FSA for external review. The MOA POC and the Functional POC will work together to resolve all comments in a reasonable manner.
 13. Once all comments are resolved, then the M&O FSA POC shall route the document for approval as shown on the process map and notify the M&O MOA POC of status throughout the routing process.
-

5.5 Functional Service Agreements (FSA), (cont.)

14. Once the FSA is approved, then the original documents shall be forwarded to the IMO office for archival and posting to the Interface Management web page.
15. If additional services are required subsequent to the execution of the FSA, then the FSA will be revised to reflect the new service agreement.
 - A. If necessary, services can be provided based on an e-mail agreement between the FSA POCs.
 - B. The FSA shall be updated within thirty (30) calendar days.
16. FSAs shall be reviewed and updated as necessary, not to exceed a period of two years, to re-evaluate what services are needed and/or are no longer needed, to address issues that may have arisen and been resolved between the parties, and to facilitate appropriate budget and manpower planning by both parties.

5.6 Service Level Agreement

1. If the Decision Tree results identify the need for Service Level Agreements, then this section shall be utilized.
2. Attachment 8.6, *Service Level Agreement Development*, identifies the SLA document development process.
3. The Service Level Agreement system is a Lotus Notes based system which facilitates SLA development and approval.
4. An SLA Desktop Guide is available on the Interface Management web page in SRS InSite under the Service Level Agreement tab to assist user in filling out the SLA.

5.6.1 Service Requester Identifies Need, Contacts Service Provider, and Documents Request for Information (RFI)

1. SLA services may be requested by one of two paths:
 - Developing a Request for Information (RFI), or
 - Preparing and issuing a Request for Proposal (RFP) for the service provider's response.
 - A. The RFI option should be used when it is desirable to document requests/inquiries as early as possible to:
 - 1) Ensure readiness for the investment of time and resources required to proceed with preparation of a full RFP, and
 - 2) To help avoid false expectations that may arise from any informal communications, such as phone calls and e-mail exchanges.
-

5.6.1 Service Requester Identifies Need, Contacts Service Provider, and Documents Request for Information (RFI), (cont.)
Step 1, (cont.)

- B. However, the RFP option may be the most effective route for any repeat requests, or if the requesting organization has a high degree of assurance that the response to an RFP will be satisfactory though not guaranteed.
2. To pursue an exchange of services, initial discussions about the nature, scope, schedule, and cost of the needed services are appropriate as an early indication that a request is being considered, and to provide an early opportunity for critical feedback.
3. If a decision is made to use an RFI, then the Service Requester shall develop the RFI to obtain initial feasibility information to determine if they want to proceed with evaluating a full Request for Proposal.
4. The information developed at each stage (RFI, RFP, SLA) becomes the beginning point for the subsequent stage to enable maximum use of the data and information developed at each stage.

5.6.2 Response to RFI

The Service Provider arranges for the appropriate organization(s) to evaluate the service request(s) and coordinates the response within 10 working days. The response will contain:

- An initial determination that the Service(s) can be provided as requested, with alternatives suggested, as appropriate, or
- It notifies the requester that the service(s) cannot be provided as requested.

5.6.3 Request for Proposal

1. Based on feedback from an RFI if utilized, or as the initial request for services, a Service Requester may submit a RFP.
 - A. An RFP goes beyond an RFI and asks for the Service Provider to develop a sound basis for a decision on whether or not to enter into an agreement to provide Services or to provide a formal response that the Service(s) cannot be provided as requested.
 - B. The RFP includes a well-developed Statement of Work (SOW) and includes a detailed cost estimate provided by the Service Provider.
 2. The elements of a RFP are essentially the same as for a RFI, but the information provided shall be as specific as possible to assist the Service Provider in making an accurate determination of resource requirements and availability, ability to meet schedule requirements, cost and whether or not to proceed with offering a proposal.
-

5.6.4 Decision Regarding Provision of Services

The Service Provider arranges for the appropriate organization's Subject Matter Experts (SMEs) to evaluate the feasibility of providing the Services requested and facilitates reaching a decision on whether or not to proceed with developing a response to the RFP.

1. If the decision is made that the Services cannot be provided as requested, then the Service Provider, or designee, will respond in a timely fashion.
2. If the decision is made that the Services can be provided as requested, then development of a proposal that responds to the RFP commences.

5.6.5 Develop Proposal, Including Scope, Schedule, Cost Estimate and Special Conditions

1. If the decision is made that the Service(s) can be provided as requested, then the Service Provider will validate scope, schedule and special requirements. He will then forward it for estimating.
2. This proposal will include cost estimates for services and material.
3. Once estimated, the Service Provider will approve and transmit the proposal to the Service Requester.

5.6.6 Review/Resolve Comment and Accept or Reject Proposal

1. The Service Requester is responsible for evaluating the proposal and engaging the Service Provider to answer questions regarding the proposal if needed.
2. If the proposal is unacceptable and cannot be satisfactorily modified, then the Service Provider should decline the proposal
3. If the proposal is acceptable, then the proposal is updated as appropriate and the Service Requester routes it for approval. Once approved the RFP becomes a Service Level Agreement.

5.6.7 Perform Work

Work is performed by the Service Provider as specified in the SLA. The Service Provider will advise the Service Requester of any unexpected or unplanned conditions or when interruptions in service shall occur.

5.6.8 Monitor Work

1. Measurements of SLA performance shall be established in the SLA and maintained between the Service Provider and the Service Requester to ensure optimal communication between the two parties and service to the user (e.g., budget tracking, schedule compliance, percent work complete).
 2. This set of measurements should be appropriately set at the optimum frequency needed to verify delivery of the Service and should be focused on enabling the production of timely deliverables by the Service Requester in a cost effective manner.
-

5.6.8 Monitor Work, (cont.)

3. Should an issue arise during the performance of Services, both parties should reasonably communicate and work to resolve the issue through the Issue Resolution Process as defined in the MOA.

5.6.9 Notification of Completed Work and Request for Feedback/Lessons Learned

1. The Service Provider ensures timely communication to the Service Requester when work is completed and properly documented and closed.
2. The Service Provider will request final feedback from the Service Requester on the performance of the work and any significant lessons learned.
3. The Service Provider will contact their Project Controls organization to ensure speed chart are closed and notify the IMO to close the SLA.

5.6.10 Service Level Agreement Revision

1. Monitoring of the ongoing work/provision of Services may result in the discovery of issues which need to be resolved prior to moving forward and lessons learned that need to be applied at any stage of an SLA to improve the delivery of the service.
 - A. The designated SLA POCs are responsible for initiating the appropriate discussions/processes for resolving any existing issues and the revisions to SLAs to incorporate any resolutions and/or lessons learned, and for approving the revised documents.
 - B. To be effective, SLA revisions should be reviewed by all affected parties prior to approval to ensure discussion of and inclusion of all appropriate input.
2. Once an SLA has been established, additional services may be requested and provided by agreement of the SLA POCs and appropriate revision of the SLA.
 - A. In the case where a service is required immediately it may be authorized by the SLA POCs via an e-mail communication of scope, schedule and authorized funding.
 - B. SLAs shall be updated within ten (10) working days.
3. All SLAs should be reviewed at least annually.
4. SLAs are available for site access via the InSite Interface Management web page.

5.7 Work for Other Agreement

1. If the Decision Tree results identify the need for a Work For Others Agreement, then this section shall be utilized.
 2. The Work for Others Agreement shall be developed per Manual 1B, Procedure 1.13, *Work for Others*.
-

5.7 Work for Other Agreement, (cont.)

3. If a WFO will include multiple scopes of work, then an SLA may be prepared as a work plan document.
 - A. This allows the M&O and tenant to agree on specific work scope execution requirements and the tracking of costs at a level below the WFO to ensure WFO authorized funding limits are not exceeded.
 - B. Each SLA will carry at least one unique speed chart for cost collecting and reporting purposes.

5.8 Non-tenant Independent Service Providers

Individuals will be site badged for access only and the business will be on the M&O STR listing as a non-tenant independent service provider.

6.0 REFERENCES

[1B](#), 1.13, *Work for Others*

[1B](#), 3.31, *Records Management*

[7B](#), 1.11, *Purchase Requisitioning*

G-IMP-G-00001, *SRS Interface Management Plan*

[S/RID 1], Standards/Requirements Identification Document, 10 CFR 851, *Worker Safety and Health Program (M&O Only)*

[S/RID 2], SRSPM 250.1.1D, *Savannah River Site Policy Manual*

7.0 RECORDS

Records generated as a result of implementing this procedure are maintained in accordance with Manual 1B, Procedure 3.31, *Records Management*.

- Functional Service Agreement
- Memorandum of Agreement
- Service Level Agreement
- Work For Others Agreement

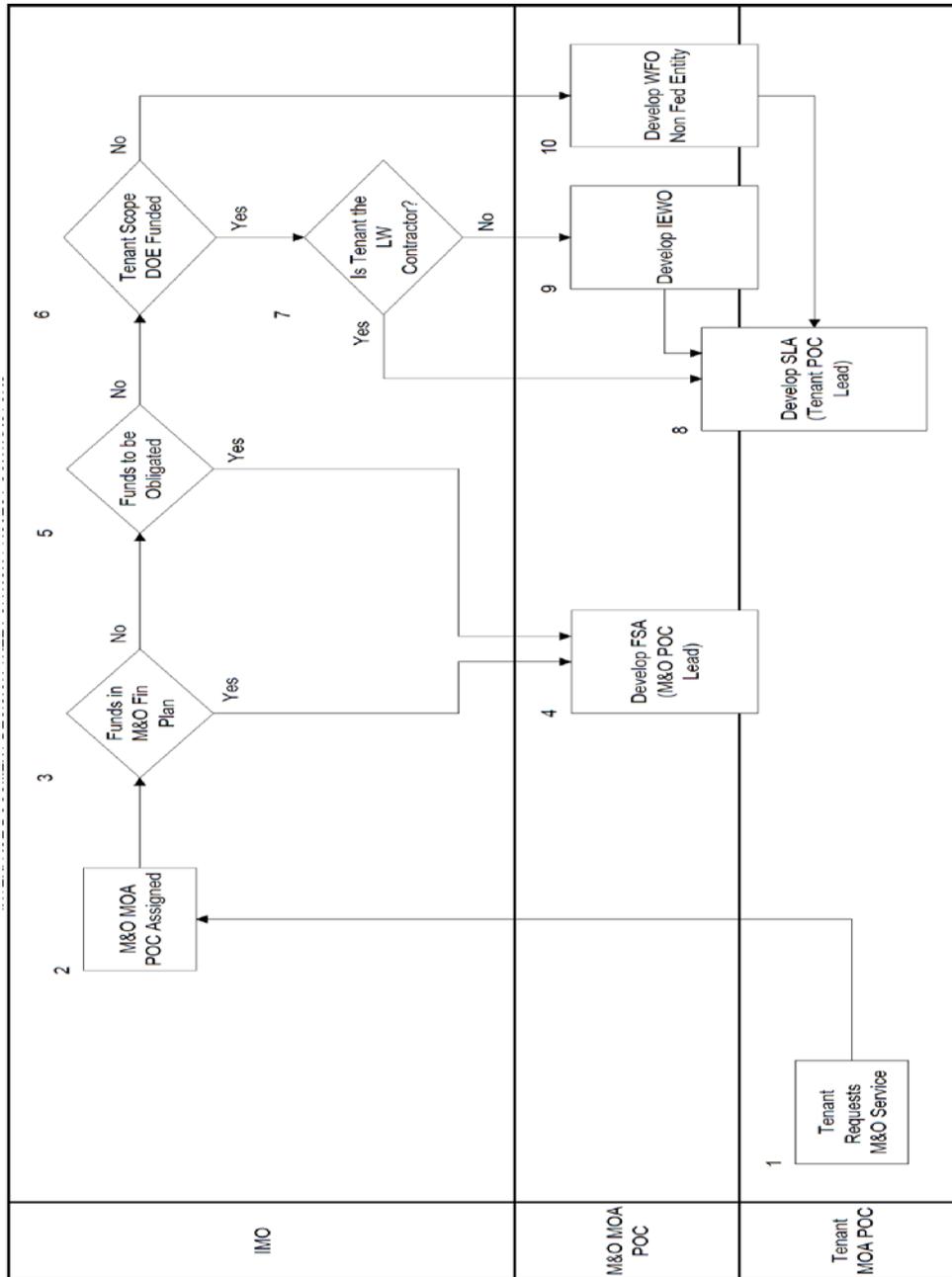
7.1 Forms

[OSR 3-214](#) *SRS Service Level Agreement*

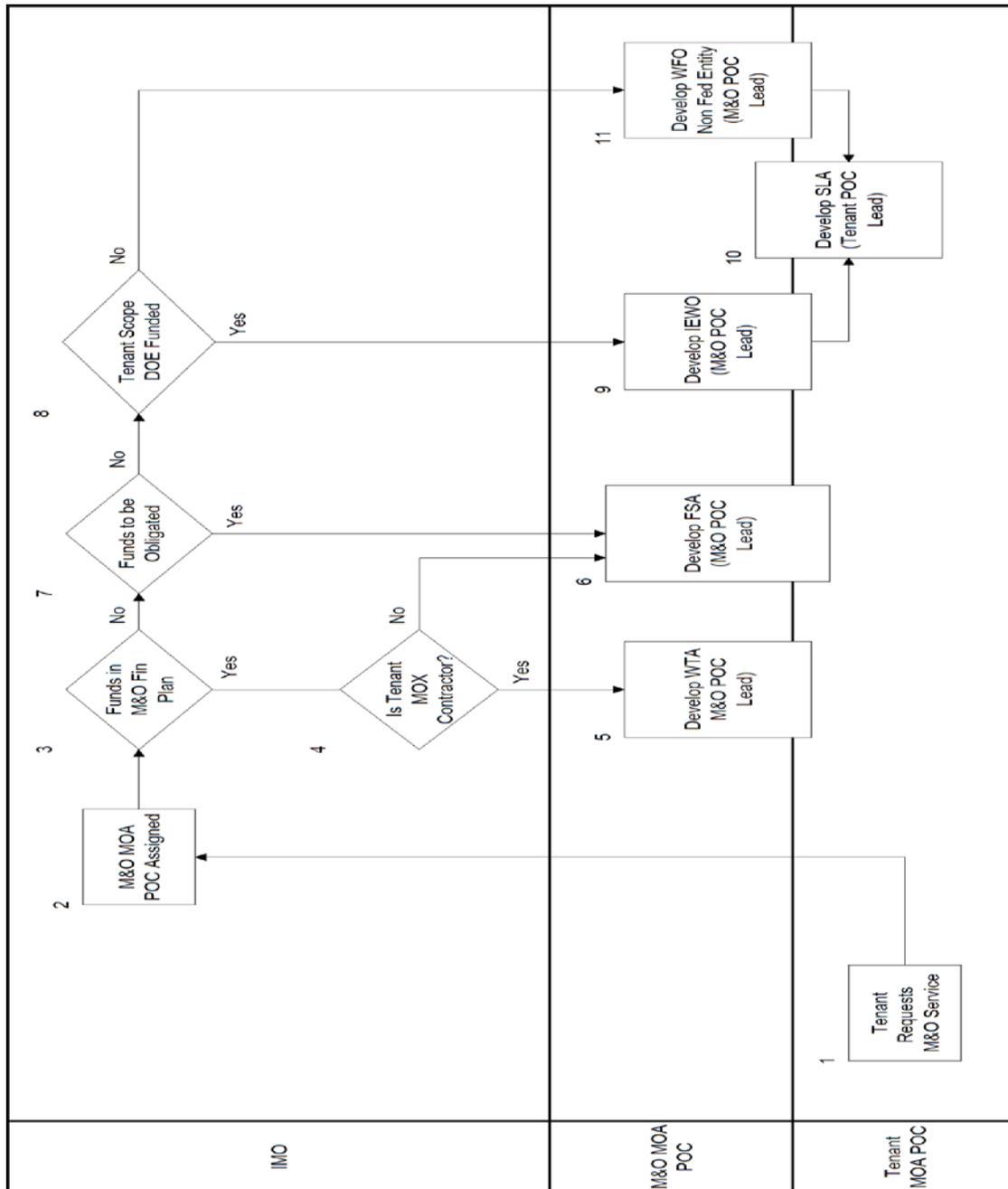
8.0 ATTACHMENTS

- Attachment 8.1 Interface Document Decision Tree for Non-Project Contractors
 - Attachment 8.2 Interface Document Decision Tree for Project Contractors
 - Attachment 8.3 Interface Document Decision Tree for Federal Entities
 - Attachment 8.4 MOA Development Process
 - Attachment 8.5 Functional Service Agreement Development Process
 - Attachment 8.6 Service Level Agreement Development Process
 - Attachment 8.7 Required Content and Format of MOAs
 - Attachment 8.8 Functional Service Agreement Format
-

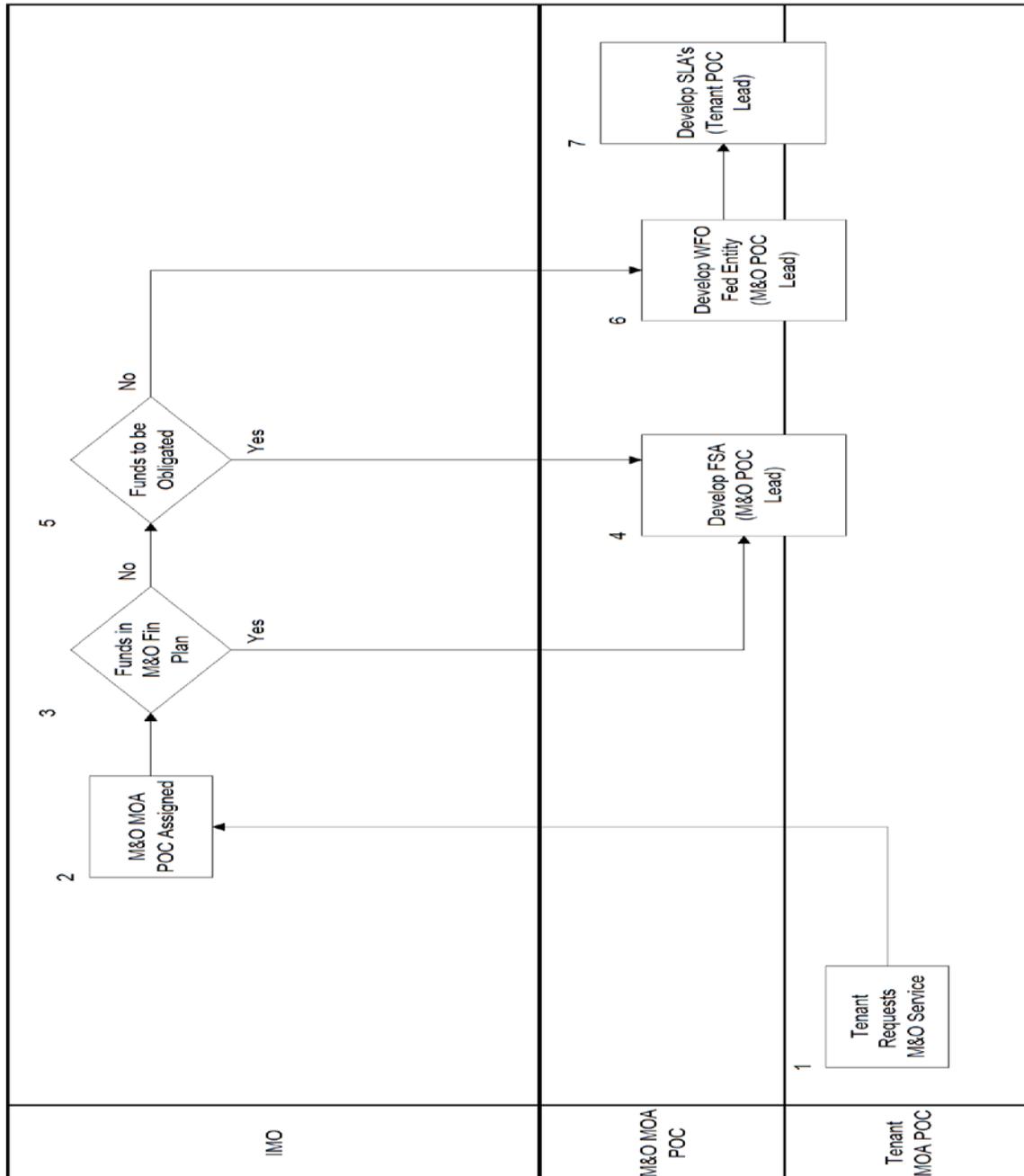
ATTACHMENT 8.1
Interface Document Decision Tree for Non-Project Contractors
 Page 1 of 1



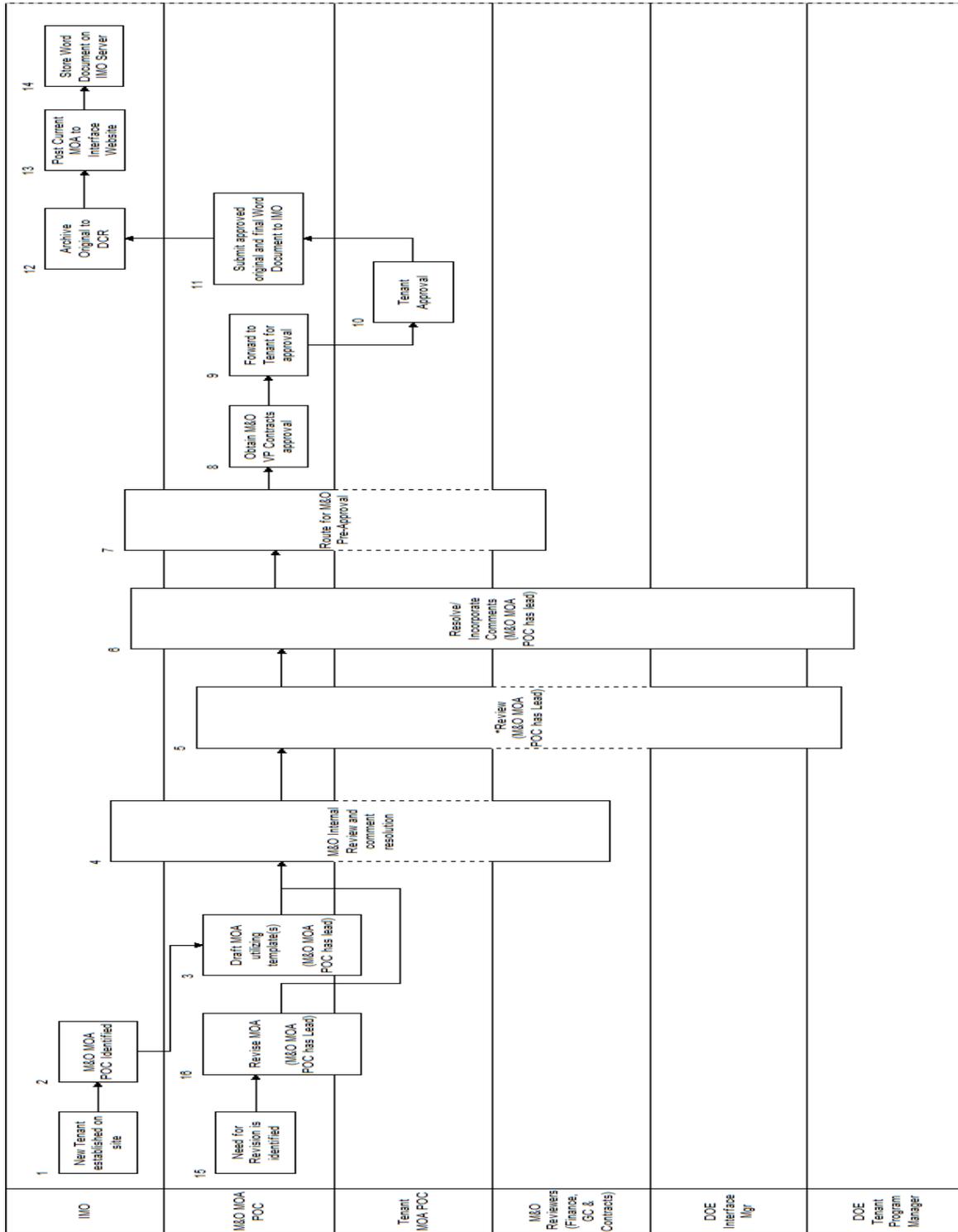
ATTACHMENT 8.2
 Interface Document Decision Tree for Project Contractors
 Page 1 of 1



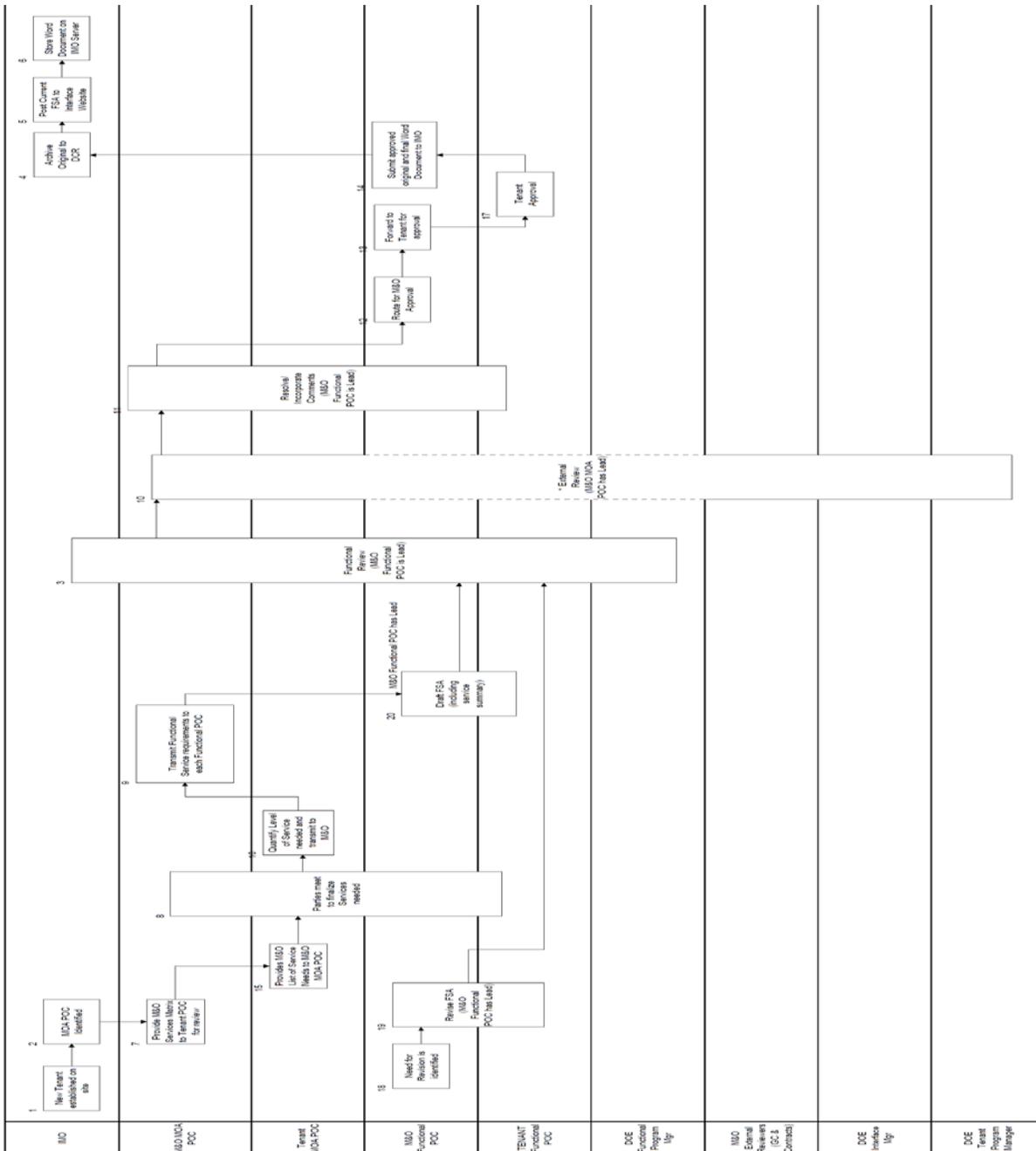
ATTACHMENT 8.3
 Interface Document Decision Tree for Federal Entities
 Page 1 of 1



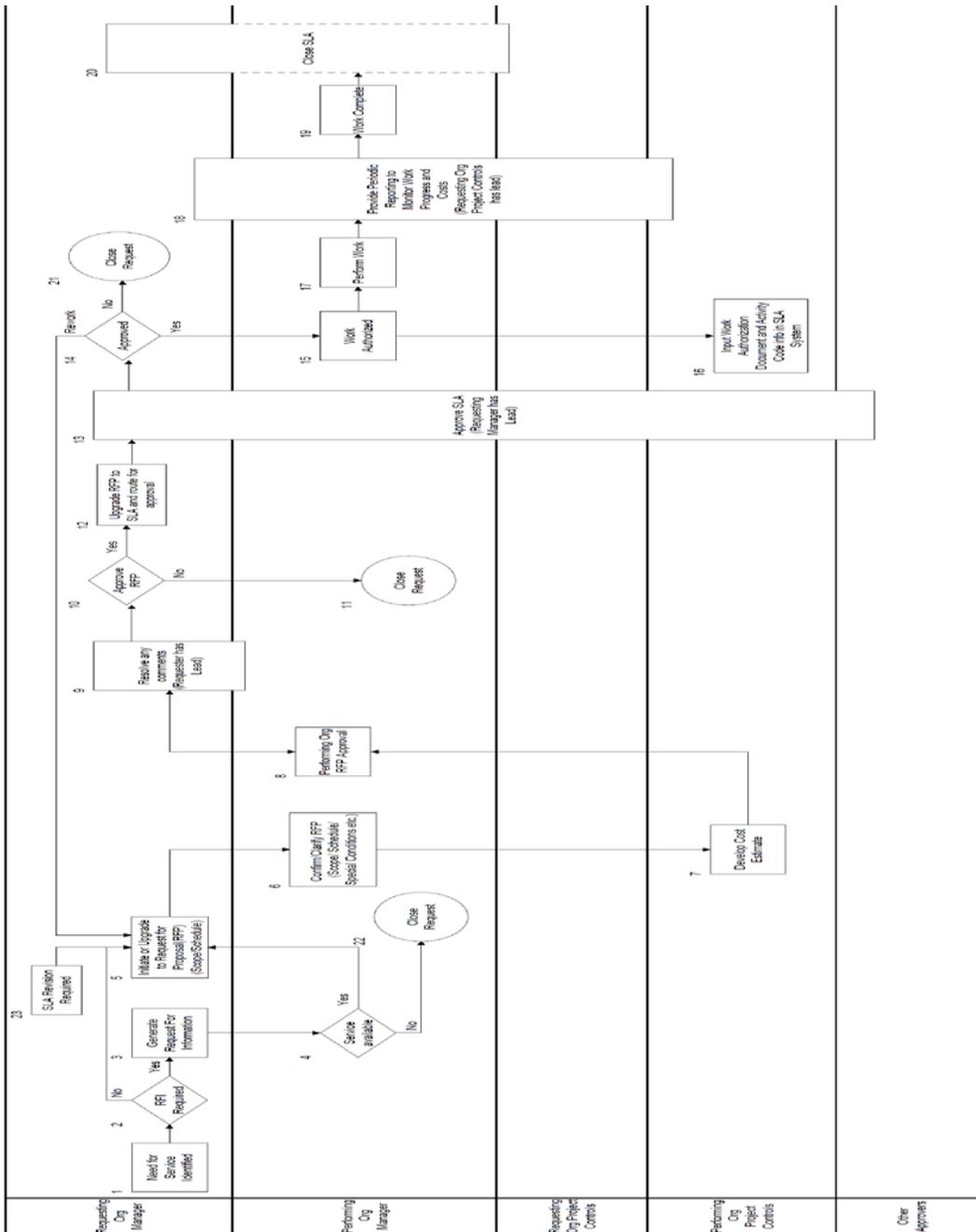
ATTACHMENT 8.4
 MOA Development Process
 Page 1 of 1



ATTACHMENT 8.5
 Functional Service Agreement Development Process
 Page 1 of 1



ATTACHMENT 8.6
 Service Level Agreement Development Process
 Page 1 of 1



SRS Interface Agreement Development Process	Manual:	1B
	Procedure:	1.29
	Revision:	3
	Page:	22 of 42

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 1 of 17

This template is provided as guidance to ensure MOA preparers consider a consistent set of key elements. All elements are required. Additional elements may be necessary to ensure the final MOAs address all needs of both the service requester and provider. The wording for each section of the MOA is provided below. Information contained within brackets or parentheses should be tailored to the specific service requester (e.g., Contractor, Federal or Government Agency, etc.). Any changes to the wording shall be approved by Contracts, Legal, and IMO.

NOTE

In the case where the M&O contractor provides both Landlords support, and they are a member of the Project team, a modified approach is required that addresses multiple Interface documents (i.e., Project Plans Project Procedures, FSA's, and ICD's). Contact the Interface Management Office to develop an MOA in this case.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 2 of 17

MEMORANDUM OF AGREEMENT
Between
(SERVICE PROVIDER NAME)
And
(SERVICE REQUESTER NAME)
For the Performance and Payment of Support Services
Document No.:
Date:

Table of Contents:

1. Introduction
 - 1.1 Purpose
 - 1.2 Terminology
2. Agreement to Utilize SRS Interface Management Process
3. Applicability
4. Services
5. Performance of Services
6. Budgeting and Charging of Services
 - 6.1 Services
 - 6.2 Planning and Budgeting
 - 6.3 Service Levels
 - 6.4 Funding, Accounting and Cost Reporting
 - 6.5 Work Authorization
7. Environment, Safety, and Health Integration
8. Price Anderson
9. Business Sensitive Info.
10. Ownership of Records
11. Intellectual Property
12. Purchased Equipment and Supplies
13. Interfaces
14. Order of Precedence
15. Dispute Resolution
16. Agreement Modification
17. Points of Contact
18. Approvals

Attachments (as appropriate):

Functional Service Agreements

Financial Position Paper

(Other)

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 3 of 17

1.0 Introduction

1.1 Purpose

This Memorandum of Agreement (MOA) establishes the means by which [name of service requester] and [name of service provider], hereafter individually known as a “Party,” or collectively as “Parties,” will obtain or exchange services from each other at the United States Department of Energy’s Savannah River Site in accordance with the requirements of DOE Policy Manual SRSPM 250.1.1A Chapter 1, and Site Manual 1B, Procedure 1.29, *SRS Interface Agreement Development Process*. Toward this end, this MOA describes a simple and efficient process for delivery of and payment for services that is responsive to the unique needs of each Party, minimizes administrative efforts and costs, ensures adequate management controls and accountability, and encourages routine communications and timely resolution of issues/problems.

This MOA conforms to the requirement for the Parties and their respective subcontractors to provide services to each other in accordance with their respective existing [contracts, interagency agreements, and/or insert other formal agreements such as a Delivery Order, if required], with the U. S. Department of Energy (DOE). This agreement shall remain in effect until modified or terminated by mutual agreement of both Parties. The Parties agree to review this MOA periodically (not to exceed a period of two years) and revise it if changes are needed. DOE-Savannah River (SR) will be notified in advance of any change to the MOA.

1.2 Terminology [include only terms applicable to specific MOA]

“Business Days” refers to regularly scheduled work days, Monday through Friday, excluding weekends, and designated holidays.

“Contractor” refers to any of the Parties or their subcontractors identified in Section 3 – Applicability.

“Direct Services” are those services that are provided to the service requester that are charged to the service requester’s contract via an [Choose correct document type; SLA, WFO agreement, or subcontract].

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 4 of 17

“DOE” means the United States Department of Energy.

“DOE [insert appropriate Contract, Interagency Agreement, Cooperative Agreement, etc.] No. [Document number]” between DOE and [M&O Contractor Name] is designated the “[M&O Contractor Name] [type contract or agreement]”.

“DOE [insert appropriate Contract, Interagency Agreement, Cooperative Agreement, etc.] No. [Document number]” between DOE and [tenant name] is designated the “[tenant name] [type contract or agreement]”.

“FSA Services Agreement (FSA)” refers to the specific document that describes those services that are provided to a service requester that are not charged to the service requester’s contract. The service provider will receive funding in their Financial Plan or be directed by the DOE Contracting Officer to place the scope in their overhead account(s).

“Interface” the functional interaction between two SRS tenants which involves the exchange of services, definition of boundaries, definition of responsibilities, and/or definition of requirements for effective interaction.

“Memorandum Purchase Order (MPO) or Inter-Entity Work Order (IEWO)” is the procurement instrument issued by a DOE-funded entity which becomes the attachment to the Special Request Authorization (SRA), an M&O Contracts authorization to perform work.

“POC” means an individual who is a point of contact for the [M&O Contractor name] and [Contractor/Tenant name].

“Service Level Agreement (SLA)” [Choose applicable definition].

1. The agreement that authorizes exchange of specific, direct services between the M&O contractor and a Site Tenant per the provisions of the MOA previously established between the two parties. These services are invoiced monthly to the requesting tenant. Development of an SLA involves two steps: a request for information, and a request for proposal.
2. A type of work plan used in conjunction with a WFO agreement. This allows the M&O and tenant to agree on specific work scope execution requirements and the tracking of costs at a level below the WFO to ensure WFO authorized funding limits are not exceeded.

“Service Provider” refers to the Contractor or Tenant organization that will be performing the service(s) for the Requesting Contractor or service requester.

“Service Requester” refers to the Contractor or Tenant organization who is requesting the service(s).

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 5 of 17

“Tenant” refers to a Contractor, Tenant or Contractor/Tenant organization that physically resides at SRS.

“Work For Others (WFO)” refers to a DOE program under which the M&O Contractor is authorized to perform work, not reasonably available from commercial sources, for federal agencies (excluding DOE) and non-federal sponsors.

“Work For Others (WFO) Agreement” is a formal agreement between the M&O contractor and a non-federal sponsor that contains a scope, schedule costs, provisions for advance payments, and terms and conditions under which work will be performed, which becomes an attachment to the DOE authorization for services.

“[Contractor or Tenant Initials]” is [Contractor or Tenant name], its directors, officers, managers, agents and employees.

“[Contractor or Tenant Contract or Agreement]” means [type contract or agreement] No. [Contract or Agreement number] between DOE-[EM or NNSA] and [Contractor or Tenant name].

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 6 of 17

2.0 Agreement to Utilize SRS Interface Management Process

The Parties to this MOA agree to use the process established by Manual 1B, Management Requirements and Procedures, Procedure 1.29, "SRS Interface Agreement Development Process. This process establishes the basic format and process flow for development and use of interface agreements for provision of services between the M&O contractor and other Site Tenants.

[Contractor/Tenant/Agency requesting service from the M&O] will participate in implementation of the SRS Interface Management Plan (IMP). Consistent with the IMP, [Contractor/Tenant/Agency requesting service from the M&O] will participate as a member of the Interface Management Team (IMT).

3.0 Applicability

Pursuant to their respective DOE [insert applicable document(s): DOE prime contract(s), and/or interagency agreement, cooperative agreement, delivery order, or other contractual document(s)] [Insert M&O Company name and Tenant Company Name] (the Parties) will have access to each other's services as described by this MOA. This MOA does not preclude the Parties from entering into other agreements (e.g. Work for Others, IEWO) to provide services to each other as allowed by their respective [insert applicable document(s): DOE contract(s) and/or interagency agreement, cooperative agreement, delivery order, or other contractual document(s)].

4.0 Services

The services available from the M&O Contractor are listed in G-PSI-G-00001, "Services Exchanged at SRS." This document is available through the SRS DCR System or the InSite Interface Management web page.

Functional Service Agreements: Appendices [X] through [XX], describe the specific FSA services that the Parties agree to provide to one another.

[Include if direct funded services will be used:

Direct funded services are established through [list one or more of the following:

- SLAs using OSR 3-214, *Service Level Agreement*, in accordance with the process described in Manual 1B, Procedure 1.29, *SRS Interface Agreement Development Process*
 - WFOs using Manual 1B, Procedure 1.13, *Work for Others*, or IEWOs/MPOs using Manual 1B, Procedure 1.14, *Memorandum Purchase Orders*
 - Subcontract using Manual 7B, Procedure 1.11, *Purchase Requisitioning*.
-

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 7 of 17

5.0 Performance of Services

Services will be performed in accordance with all applicable [insert applicable document: DOE prime contract(s), and/or interagency agreement, cooperative agreement, delivery order, or other governing document(s)], applicable policies, procedures, and quality assurance programs. The service provider will ensure that respective subcontractors, if any, performing work covered by this MOA are bound by subcontract terms and conditions that are substantially the same as the governing [insert applicable document: DOE prime contract(s) and/or interagency agreement, cooperative agreement, delivery order or other governing document] terms and conditions. In addition, all work performed must comply with applicable statutes, laws, rules, regulations, ordinances, orders, permits, and permit applications [e.g., Part A Resource Conservation and Recovery Act (RCRA), permit applications, agreements, and other controls issued by competent governmental authorities who have jurisdiction over work performed]. Generally, the service provider will direct all employees engaged in work being performed and delegate no supervisory activities to the service requester unless specifically addressed in the [insert applicable: FSAs, SLAs, WFOs]. The [insert applicable: FSAs, SLAs, WFOs] will provide the basis for modifications or changes to this section of the MOA and any other sections relating to the performance of services. Each Party is responsible for the performance of their work, respectively, as defined within this MOA and/or its related [insert applicable: FSA, SLA, WFO]. Each service requester has the right to reasonably inspect and reasonably test all services to ensure they are provided in accordance with the [insert applicable: FSA, SLA, WFO]. When possible, standards for inspection, testing and acceptance will be defined within the [insert applicable: FSA, SLA, WFO].

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 8 of 17

6.0 Budgeting and Charging of Services

6.1 Services

[Include if FSAs are used] FSA services are provided to but not billed directly to the service requester. These services are described in the Functional Service Agreements (FSA).

[Include if direct services are used] Direct services are provided to and billed directly to the service requester. Direct services may be purchased by either Party from the other Party. Utilizing a [choose correct agreement types; SLA, WFO, Subcontract] Service requests shall include a scope of work in sufficient detail that a cost estimate can be developed.

6.2 Planning & Budgeting

During the SRS budget development process, both Parties will identify work scope requirements in accordance with each service provider's established format and schedule. The basis for planning the routine level of support shall be historical performance documented over the last several years. The tenant shall inform the M&O Contractor of any work scope on the tenant work schedule over the course of the planning period which will require M&O contractor resources over and above the routine levels so that the M&O contractor can build these requirements into the baseline. The M&O contractor will inform the service requester of any known planned reductions in service which will occur over the planning period so they can build it into their baseline. The M&O contractor will also inform the service requester of any planned changes to charging practices effecting the planning period.

6.3 Service Levels

The basic level of service supplied by the M&O Contractor is defined within the [List document types used: FSAs, SLAs, WFOs, Subcontracts] Service levels shall be estimated, and quantified where possible, during the Planning & Budgeting process. Service levels shall be monitored routinely by the M&O Contractor and compared with the original estimate. Should the actual services rendered indicate a trend toward exceeding the original estimate, the M&O Contractor shall notify service requester immediately and follow the established work authorization process to avoid an overrun. Revisions to [List appropriate document types: FSA, /SLA, WFO, Subcontract] scope or service levels (e.g. quantities) will be by mutual agreement. Any significant change in service levels by either Party shall be communicated to the other Party in a reasonable time so that impacts to resources and/or schedules can be evaluated.

It is understood that during the course of the year emergent work scope will be identified. When this occurs, the service requester shall define the work scope for the M&O Contractor. The M&O Contractor will evaluate available resources, develop an execution strategy and prepare an estimate. If the estimate is acceptable to the service requester, the work will be authorized through one of the processes described in Section 6.5.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 9 of 17

6.4 Funding, Accounting and Cost Reporting

All financial transactions shall comply with Cost Accounting Standards. M&O Contractor labor hours will be cost at the current site labor rates which include a mark-up for department overhead. Overhead costs will be applied at published rates to the total dollar value of the labor and non-labor billed to service requester. Changes in costing rates will comply with standard accounting methodologies and will be communicated to service requester expeditiously.

[Include if FSAs are used] FSA services will be funded by DOE via Financial Plans.

[Include if this process is used for the tenant] Annually, the Parties will perform an evaluation of the ESS scope to determine the tenant benefit. If it is determined that [insert tenant name] enjoys a benefit which exceeds incidental, a cost estimate of this incremental benefit will be prepared. The cost of this incremental benefit will be recovered through the appropriate funding instrument (e.g. SLA, WFO, Financial Plan).

Direct services purchased from the M&O Contractor will be funded via [List one of the following instruments: Work For Others (WFO) Agreement (ref. Manual 1B, Procedure 1.13), or Service Level Agreement (SLA)]. [Include if WFO is used: The WFO and the SLA may be used jointly where the WFO is the work authorization/funding document and the SLA is the work plan used to track cost to ensure the WFO authorized funding is not exceeded Costs are controlled at the line item level of the SLA. Estimates at completion will be performed at the line item level.

[Include paragraph if WFO is used] When a WFO agreement is used as the funding vehicle, an estimate of services to be rendered is prepared and presented to the requester. The requester will remit the funds into an M&O Contractor account. The M&O Contractor will establish a billing contract number, work breakdown structure and a speed chart for the purposes of collecting and reporting the actual costs. Spending will be tracked against the remittance. Routine cost performance reports will be provided to the service requester. The M&O Contractor is responsible for seeing that the funding is not exceeded. If a WFO will include multiple scopes of work, an SLA may be prepared as a work plan document. This allows the M&O and tenant to agree on specific work scope execution requirements and the tracking of costs at a level below the WFO to ensure WFO authorized funding limits are not exceeded. Each SLA will carry at least one unique speed chart for cost collecting and reporting purposes.

[Include if SLA only is used] Services rendered by the M&O Contractor may be paid through an invoicing arrangement with the service requester. In this case an SLA will be created with the requisite Work Breakdown Structure and speed charts for actual cost collecting and tracking. Once per month costs collected in these speed charts will be obtained and an invoice will be transmitted to the service requester with an invoice in sufficient detail to allow the service requester to reconcile the amounts. Once the reconciliation is complete, the service requester will wire transfer funds into an M&O Contractor account. Payment terms will be net 30 days from the date of the invoice.

[Include if FSAs are used] Funding for M&O Contractor services may be deposited directly into the M&O Contractor Financial Plan by DOE. The funding amount is established during the annual baseline development and agreed to by the service requester. FSAs can then used to document and authorize services to be provided to the service requester.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 10 of 17

6.5 Work Authorization

Work scopes will be described in the following interface documents: [List appropriate documents: FSAs, SLAs, WFO, Subcontract]. Approval of an [List appropriate documents: FSA, SLA, WFO, Subcontract] by each Party constitutes an authorization to perform a service. The specific performance requirements of a service will be set forth in the [List appropriate documents: FSA, SLA, WFO, Subcontract].

For services performed or received which are determined to be incidental through mutual agreement by both Parties, the formal work authorization process will not be utilized nor will a direct cost be billed.

[Use if DOE CO approval is required] The M&O point of contact (POC) is responsible to ensure proper DOE Contracting Officer direction is received prior to approval of the FSA. In the cases where a service is needed immediately, the M&O Contractor will commence work based on an email communication from the DOE contracting officer. The email will provide a description of the work scope, the requested schedule, and the service requester POC. DOE will issue a Contracting Officer letter within 10 business days to complete the change control process. Such letter shall be the basis for a revision to the FSA. If this letter is not received within ten (10) business days of the email, work will be stopped until such time as a letter is received.

[Include if SLA is used] Service requester and service provider points of contact (POCs) are responsible for ensuring that the reviews and approvals have been completed before issuing an SLA. Upon the approval of both Parties, the SLA will be considered fully authorized. In cases where there is a need to start work before a SLA can be processed and approved, work may be initiated through a communication (e.g., email) between POCs that includes a description of the work, schedule, the service requester's name and title, and the name of the responsible person for the M&O Contractor. A formal SLA will be issued no later than ten (10) business days following such communication.

[Include if SLA is used] All SLAs shall include a cost estimate agreed to by the requester and provider POCs. Costs will not exceed those authorized for individual items. Revisions to SLA scope or cost will be by mutual agreement.

[Include if SLA is used] If changes to an SLA are required during the course of performing the services, the Parties will negotiate a good faith modification, which shall be processed in a timely manner. The service requester has the right to inspect and test all services to ensure they are provided in accordance with the SLA.

[Include if WFO is used] Work authorization for WFO's is as defined in Manual 1B, Procedure 1.13.

[Include if Subcontracts are used] Subcontract work authorization is as defined in Manual 7B, Procedure 1.11. If a request to perform work under an [Choose applicable documents; FSA, or SLA, WFO, Subcontract] is potentially beyond the general scope of the M&O Contractor's DOE prime contract, prior approvals by M&O Contractor's Contracts Administrator and the respective DOE Contracting Office are required.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 11 of 17

7.0 Environmental, Safety and Health (ESH) Integration

All Services under this MOA will be performed in compliance with the Environmental, Safety, and Health clauses contained in their respective [insert appropriate document: DOE Prime Contract(s) and/or Interagency Agreement, Cooperative Agreement, Delivery Order, or other contractual document]. In addition, the Parties will perform work in accordance with their respective, DOE-approved Integrated Safety Management System (ISMS) Plans. Each will perform Services in accordance with their own respective [insert appropriate document: Prime Contract(s), and/or Interagency Agreement, Cooperative Agreement, Delivery Order or other contractual document] or ISMS plan. However, the service requester may specify in [choose correct document types: FSA, SLA, WFO, work instructions] that physical work be performed in accordance with specific Service Requester's procedures.

Incident, event and injury reporting will be performed as follows:

- Occurrence Reporting and Processing is the responsibility of the Facility Owner regardless of who is performing the work.
- Each Party shall be responsible for reporting injuries and illnesses to workers that are under the day-to-day supervision of such party, irrespective of where the injury/illness occurred and irrespective of whether the injured/ill worker is a direct employee of the Service Provider or a direct employee of the Service Requester. In the event of an injury to an individual, both Parties agree to inform the direct employing organizations functional manager as soon as practical, and with full written disclosure of all relevant facts.
- Security Incident reporting is the responsibility of the Party performing the work in accordance with their [insert appropriate document(s): Prime Contract, Interagency Agreement, Cooperative Agreement, Delivery Order].

8.0 10 Code of Federal Regulations (CFR) Compliance Requirements

The Parties may be subject to enforcement actions under Title 10 U.S. Code of Federal Regulations (10 CFR) Part 820, Procedural Rules for DOE Nuclear Activities [e.g., the Price-Anderson Amendments Act (PAAA)], (10 CFR Part 851, *Worker Safety and Health Program*, and 10 CFR 824, *Procedural Rules for the Assessment of Civil Penalties for Classified Information Security*). Such enforcement comprises regulatory provisions contained not only in 10 CFR Part 820, Part 851, and Part 824 but also in 10 CFR Part 830, *Nuclear Safety Management*; 10 CFR 835, *Occupational Radiation Protection*; 10 CFR Part 708, *Contractor Employee Protection*; 10 CFR Part 850, *Chronic Beryllium Disease Prevention Program*; 10 CFR Part 1016, *Safeguarding of Restricted Data*; 10 CFR Part 1045, *Nuclear Classification and Declassification*), and any other provisions cited through these.

The Service Provider will take appropriate action in response to any PAAA violation associated with its service actions. Both Parties agree to assist each other in providing DOE with such notification and corrective action development as warranted by the circumstances. Additionally, the Parties will ensure the flowdown of the regulatory requirements to their suppliers and subcontractors who provide nuclear quality assurance to services performed under this MOA.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 12 of 17

9.0 Business Sensitive Information

To the extent the exchange of services under this MOA requires access to information of a proprietary nature, the receiving Party agrees to maintain such information in confidence, giving it the same degree of care, but no less than a reasonable degree of care, as the receiving Party exercises with its own proprietary information to prevent its unauthorized disclosure or misuse. A receiving Party may use the proprietary information in good faith solely in the performance of services under this MOA and may not disclose the information to others except its employees, consultants, or subcontractors, who are bound by a like obligation of confidentiality, as required to accomplish the purposes of this MOA without prior written approval of the disclosing Party. The receiving Party will have no obligation and assume no liability for any portion of the proprietary information which:

- i) the receiving Party can demonstrate by written record was previously unknown to them,
- ii) becomes available to the public through no fault of the Parties,
- iii) is lawfully obtained by the receiving Party from a third party and is not subject to an obligation of confidentiality owed to the third party, or
- iv) is independently developed by or for the receiving Party independent of any disclosure by the disclosing Party.

The receiving Party may disclose proprietary information if required by law or court order, but must give the disclosing Party reasonable prior notice to allow the disclosing Party an opportunity to obtain a protective order.

All rights and title to proprietary information remain the property of the disclosing Party. Information considered proprietary must be clearly marked as "Proprietary Information," or its equivalent. If such proprietary information is initially disclosed orally or by demonstration, the disclosing Party will identify it as proprietary information or its equivalent at the time of disclosure. The disclosing Party will reduce it to writing or other tangible form, referencing the date and type of proprietary information disclosed, and mark it as "PROPRIETARY INFORMATION," or its equivalent. The disclosing Party will deliver a copy to the receiving Party within thirty (30) days after oral disclosure or demonstration. All protections and restrictions as to use and disclosure will apply during such thirty (30) day period.

The Parties acknowledge that U.S. Government employees have the right to inspect all written proprietary information provided to any U.S. Government Contractor or Federal Agency and that such information shall be protected against further disclosure by U.S. Government employees under 18 U.S.C. §1905 and 5 U.S.C. § 552a. Neither Party will publish any article, announcement, or learned paper about the services performed for the other Party or via joint development without the prior written notification to the other Party.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 13 of 17

10.0 Ownership of Records

All records acquired or generated in the performance of services under this MOA by the service provider will be the property of the service provider and DOE unless an interface document (i.e., MOA, WFO, FSA, SLA,) states such records will be a deliverable to the applicable service requester for review and copying upon reasonable notice, to the extent the records are not proprietary to the owner of the records.

11.0 Intellectual Property

The Parties recognize that intellectual property may result from the performance of services under this MOA. All rights and title to any intellectual property generated in the performance of services under this MOA remain the property of the generating Party in accordance with its respective [insert applicable document: DOE Prime Contract(s) and/or Interagency Agreement, Cooperative Agreement, Delivery Order, or other contractual document as applicable].

Due to the collaborative nature of service exchange, the Parties acknowledge that intellectual property may be jointly created. Any such jointly created intellectual property will be jointly owned, and the Parties will execute a separate agreement setting forth the rights and obligations of the Parties regarding such jointly developed intellectual property.

12.0 Purchased Equipment and Supplies

Equipment and supplies purchased during the performance of services will remain in the care, control, and custody of the Service Provider upon completion of the Services unless the equipment was purchased for installation at the requesters facility, it was built for use by the requesters personnel, or specifically specified for transfer to the requester in a [insert applicable documents: SLA, FSA, WFO, Subcontract].

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 14 of 17

13.0 Interfaces

The individual [Insert appropriate Interface Documents: FSAs, SLAs, WFO] shall describe all applicable interfaces and procedural requirements under which the respective work shall be performed. This should include, but not be limited to: physical boundary delineation and turnover(s) to the respective Parties; physical interfaces (i.e., work control), lockouts and safety; specific DOE mandated Site requirements (i.e., remote worker), site use/clearance, safety basis, security, SRS Operations Center, and site access (including GET). Parties to this MOA shall assign a POC to the [List appropriate Interface Documents: SLAs and FSAs]

The Interface Management Team is a Site Level forum for routine communication of items impacting site tenants. [Contractor Name] shall participate as a voting member of the team.

The M&O Contractor has been assigned program ownership of site level programs per their contract with DOE. These programs include: 1) Safety and Health, 2) Emergency Preparedness, 3) Security, and 4) Regulatory Integration. As program owner, [M&O Contractor Name] shall own and maintain SRS-wide policies, procedures, and manuals. In this role, [M&O Contractor Name] will ensure that site level programs are compliant with all DOE-specified requirements and regulations. Each site level program shall be adhered to by the Parties to this MOA, [Include if addenda will be used: except where deviations have been specifically delineated in addenda to particular policies, procedures or manuals,] or as required by their respective [List correct Interface document: Interagency Agreement, Cooperative Agreement, DOE Contract or Delivery Order] or as required to receive a specific service from the M&O Contractor.

When revisions to site-wide or multi-contractor policies, procedures or manuals are needed, the requesting Party's POC shall engage the program owner who will ensure the other Party's POCs are involved early in discussions regarding changes with the intent to solicit input. In cases where multiple tenants are impacted, the Interface Management Team (IMT) should be engaged early in the process to ensure each tenant's input is provided. Based on the DOE customer's desire to maintain consistent programs where possible, all Parties should strive to reach consensus on program changes. The Parties to this MOA shall be adequately represented on the IMT, and before being bound, they shall concur on any change in Site-wide policies, procedures and manuals.

[Include if addendums will be used]

Where the Parties agree that differing program approaches are warranted, an addendum shall be generated by the service requester to document deviation from the site-level policy, procedure or manual. For addendums, the requesting party will have approval authority and will provide the addendum to the IMT for information. The other tenants are not required to concur with the addendum except where another tenant has direct support impacts based on the change (e.g., Security changes impact Protective Forces activities).

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 15 of 17

13.0 Interfaces, continued

Utilizing feedback from existing functional teams and committees (e.g., ISMS Integration Counsel, Environmental Managers Counsel, Emergency Managers Counsel), lessons learned, and input from outside oversight groups [e.g., Defense Board (DNFSB), Enterprise Assessment (EA)], the M&O Contractor shall evaluate site level program effectiveness. When performance improvement opportunities are identified, the M&O will work with [Contractor/Tenant Name] to assess the extent of the condition and develop improvement strategies. When specific corrective action responses are required by the individual Parties to the external oversight groups, the Parties will share their responses with each other but concurrence is not required.

As the program owner for site-wide or multi-tenant procedures, [M&O Contractor Name] is available to provide programmatic guidance upon request. However, each Party is responsible for its own program implementation. [M&O Contractor Name] is available to support implementation assessments upon request but is not required to perform these assessments as program owner.

It is expected that parties to this MOA will have subject matter experts (SMEs) who possess unique site experience, knowledge, and expertise. The Parties will share these resources, as requested, on an informal, non-routine basis without the need to exchange funds.

14.0 Order of Precedence

In the event of an inconsistency, lack of clear direction, ambiguity, or conflicts regarding which policies or procedures apply, each Party will follow the next highest order of precedence, as follows:

- (i) laws and applicable regulations
- (ii) [Insert applicable document: DOE prime contract(s) and/or interagency agreement, cooperative agreement, delivery order]
- (iii) DOE Contracting Officer written direction
- (iv) MOA, WFO
- (v) FSA, /SLA, Subcontract

In the event such occurrences cannot be resolved between the Parties by following this Order of Preference, then they shall follow the guidance provided by the Dispute Resolution Clause in Section 15.0 of this MOA.

ATTACHMENT 8.7
Required Content and Format of MOAs
Page 16 of 17

15.0 Dispute Resolution

The parties agree to resolve any disputes arising out of this MOA and other interface documents (e.g. WFOs, FSAs, SLAs) as follows:

1. The Parties shall first attempt to informally resolve the disputes at the lowest levels (i.e. POC, Service Level Providers, or Department Manager or equivalent levels) if possible.
2. If the Parties are not able to resolve the dispute, the dispute shall be documented and any applicable sections of the MOA and other interface documents (WFO, FSA, SLA) will be cited. Documentation of the dispute will be forwarded to the interface managers for each Party. These managers will meet with the Functional POC's within ten business days to resolve the dispute.
3. If the Parties' interface managers are unable to resolve the dispute, they shall escalate the dispute to each Party's respective executive vice president or equivalent, or designated manager.
4. If the Parties' executive vice presidents or equivalent are unable to resolve the dispute, they shall escalate the dispute to each Party's respective president or equivalent, or designated manager.
5. If the Parties' presidents are unable to resolve the dispute, the Parties shall submit their respective statements of dispute to both Parties' DOE Contracting Officers. The Parties agree that their respective DOE Contracting Officers' determination shall be final.

16.0 Agreement Modification

Coordination of proposed modifications will be the responsibility of the POCs set forth in Section 17.0 herein. Any mutually agreeable modification to this MOA, including its cancellation, may be made effective by its execution by a designated representative of each Party who has the actual and express authority to bind their respective Party and by its appendage to this MOA. The terms of any proposed modification shall be reviewed with all affected parties prior to approval to ensure that all interface requirements are considered and reasonably met. A copy of a proposed modification shall be routed to the DOE Office of Assistant Management & Integration Planning (AMIP) prior to final approval. The AMIP office will coordinate the Federal review and concurrence of MOAs and will include both EM and NNSA organizations as appropriate. These reviews provide the opportunity for early communication to the appropriate DOE program personnel.

This MOA may be assigned to any successor contractor or tenant by mutual agreement of the Parties or as otherwise directed by DOE upon the transition of all or a part of either Party's [insert applicable document: prime contract and/or interagency agreement, cooperative agreement, delivery order, or other contractual document] with DOE to another party.

ATTACHMENT 8.8
Functional Service Agreement Format
Page 1 of 4

G-FSP-G-000XX

[(This number is generated out of the SRNS document system. The IMO lead will generate this number)].

Functional Service Agreement Between
[Insert (M&O) Contractor Company Name]
and
[Insert Tenant Company Name]
[Insert Functional Area Name]

Table of Contents:

1. Introduction
 2. Policies, Procedures, and Manuals
 3. Codes and Standards
 4. Services
 5. Interface Control Information
 6. Service Unit Information
 7. Points of Contact
 8. Approvals
-

ATTACHMENT 8.8
Functional Service Agreement Format
Page 3 of 4

3.0 CODES AND STANDARDS

This section should include any codes or standards that drive the implementation of the service. (e.g., for ESH&Q 10 CFR 835, *Occupational Radiation Protection*, would be listed).

4.0 [Functional Area] SERVICES

[This section includes the detail for the services. The detail needed to clarify what the service is and is not should be included. Also include what the tenant needs to provide in order for the service to be provided. You can create sub sections by company if there are numerous needs from tenants. This would also include any parameters that need to be met in order to provide the service (e.g., 24-hour notice, or a certain form submittal)]

4.1 General Services

The list below details general services provided by [insert name of function: e.g. Utilities]

4.2 [Specific Services]

[List specific service: e.g., Steam, Electricity. Description and levels of service expected should be described. Quantities are listed in Section 6].

5.0 INTERFACE CONTROL INFORMATION

[This section includes:

- Detail including the protocol for exchange of the service including any specific reporting requirements.
- A delineation of physical interface points (e.g. valve #DOW332). Reference drawings if possible.]

