

## **MEMORANDUM OF UNDERSTANDING**

**Between the**

**U.S. DEPARTMENT OF ENERGY SAVANNAH RIVER OPERATIONS OFFICE**

**And the**

**NATIONAL NUCLEAR SECURITY ADMINISTRATION**

The mission of the National Nuclear Security Administration (NNSA) Office of Emergency Response is to administer and direct emergency response capability to ensure availability and viability to respond to emergencies at Department of Energy (DOE) and NNSA facilities and field sites and to nuclear and radiological emergencies within the United States and abroad.

Executive Order 12656, of November 18, 1988, as amended, establishes that it is the policy of the United States to have sufficient capabilities at all levels of government to meet essential defense and civilian needs during any national security emergency.

Executive Order 12656 states that a national security emergency is any occurrence, including natural disaster, military attack, technological emergency, or other emergency, that seriously degrades or seriously threatens the national security of the United States.

### **I. PARTIES**

This document constitutes an agreement between the U.S. Department of Energy Savannah River Operations Office (DOE-SR) and the NNSA, Office of Emergency Response.

### **II. PURPOSE**

This Memorandum of Understanding (MOU) is a statement of intent to create a cooperative program between DOE-SR and the NNSA for the purposes of supporting the DOE Region 3 Aerial Measuring System (AMS) program in maintaining a response capability to conduct its aerial radiation detection mission in the southeastern quadrant of the United States.

### **III. LIMITATIONS**

The security mission of the DOE-SR helicopter assets takes priority over the NNSA aerial radiation detection mission in all cases when use of a DOE-SR helicopter is requested.

Any funding or reimbursement is subject to availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Antideficiency Act, 31 U.S.C. § 1341.

#### **IV. RESPONSIBILITIES OF THE PARTIES**

- A. The responsibilities of DOE-SR will include, but are not limited to, the following items:**
- 1. Provide a DOE-SR helicopter from the Savannah River Site (SRS) as requested for the DOE Region 3 airborne radiation detection mission within the limitations established in Section III above.**
  - 2. Provide a qualified flight crew with general radiological mission training. The flight crew will be familiar with mission guidelines and procedures to include the overall mission goals and flight patterns.**
  - 3. Provide for aircraft logistics and maintenance support as required. Support personnel may be deployed during a response to include augmented flight crew and maintenance personnel.**
  - 4. Provide a response capability to be airborne from SRS with the DOE Region 3 AMS team onboard to conduct the aerial radiation detection mission within four hours of notification.**
  - 5. Provide a DOE-SR helicopter to transport a DOE Region 3 AMS team to a forward operating location within the limitations established in Section III above.**
  - 6. Provide aviation mission planning and flight coordination with all affected agencies and entities (e.g., Federal Aviation Administration).**
  - 7. Provide the capability for notification and recall of a flight crew and aircraft preparation in support of a DOE Region 3 aerial radiation detection mission on a 24-hour per day basis.**
  - 8. Participate in training, drills/exercises, and proficiency flights as requested by NNSA on a not-to-interfere basis with SRS primary mission requirements.**
  - 9. Arrange for operations and use of the facilities at the closest suitable airfield to support aircraft and advise the DOE Region 3 AMS team of the airfield to be used.**
  - 10. Coordinate with the DOE Region 3 AMS team to arrange for lodging of the flight crew and any maintenance personnel as necessary.**

- B. The responsibilities of NNSA will include, but are not limited to, the following items:**
- 1. Provide notification to DOE-SR through the DOE Region 3 Regional Response Coordinator, or designee, to request DOE-SR helicopter support for a DOE Region 3 aerial radiation detection mission, no-notice exercise, or for transport of the DOE Region 3 AMS team.**
  - 2. Coordinate mission planning with the flight crew prior to each mission and conduct a safety briefing for the flight crew prior to each flight.**
  - 3. Provide opportunities for training, drills/exercises, and proficiency flights to maintain the ability to conduct the DOE Region 3 aerial radiation detection mission.**
  - 4. Provide funding through the NNSA Work Authorization Statement (WAS) process for costs associated with the use of the DOE-SR helicopter for training, drills/exercises, and proficiency flights related to activities under this MOU.**
  - 5. Provide reimbursement funding through the NNSA WAS process for expenses incurred for mission execution, no-notice exercises, and transportation of a DOE Region 3 AMS team related to activities under this MOU. These expenses include travel and per diem costs for flight crew and maintenance personnel deployed.**

#### **V. COMMAND AND CONTROL**

The deployed Pilot-in-Command will have primary in-flight command authority over all aircraft related activities. The DOE Region 3 AMS Team Captain will be the primary emergency response mission lead and will provide guidance to the Pilot-in-Command to safely accomplish the emergency response mission. Continuous, free-flowing, and interactive communication is crucial between the flight crew and the DOE Region 3 AMS team. All means to enhance real-time information exchange should be used.

Information obtained as a result of mission events or activities conducted under this MOU will not be disclosed by either party or by any contractor of either party except as mutually agreed upon in advance by the parties in writing.

#### **VI. IMPLEMENTATION AND EXPIRATION**

This MOU supersedes all others and may be modified, revised, updated, amended, or terminated by agreement of both parties.

This MOU in no way restricts either of the parties from participating in any activity with other public or private agencies, organizations, or individuals.

This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

## VII. APPROVAL



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Jack R. Craig  
Acting Manager  
Savannah River Operations Office



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Deborah A. Wilber  
Director  
Office of Emergency Response