

## APPENDIX 7

### AGREEMENT CONCERNING THE NRC ON-SITE REPRESENTATIVE (OR) FOR THE REPOSITORY PROJECTS DURING SITE INVESTIGATION AND CHARACTERIZATION

The purpose and objective of the on-site representative (OR), as identified in item 1. of the Procedural Agreement\*, is to serve as a point of prompt informational exchange and consultation and to preliminarily identify concerns about investigations relating to potential licensing issues.

This appendix is intended to supplement the base agreement and to detail the guidelines which will govern interaction between the NRC OR, including any NRC personnel assigned to the OR, and DOE contractor personnel (prime and sub) involved in the project. Any interactions between the OR and DOE, its contractors, or subcontractors identified in this appendix will not constitute "meetings" within the intent of item 2. of the Procedural Agreement and therefore will not require the preparation of written reports and will not be subject to State/Tribal and public notification and participation or scheduler requirements of item 2. of the Procedural Agreement. The interactions of the OR with DOE and its contractors and subcontractors are not intended to interfere with or replace other channels of NRC/DOE communications and procedures for information release identified in sections 2., 3.A, and 3.B. of the base agreement and sections 2., 3. and 7. of the Procedural Agreement.

The following points are agreed to:

1. The OR can attend any meetings on-site or off-site dealing with technical questions or issues related to work required as part of site characterization and site investigation (e.g., any items to be covered in Site Characterization Plans under the Nuclear Waste Policy Act) following notification of the cognizant DOE project representative responsible for the meeting as discussed below. Such notification shall be by memorandum, telephone or personal contact and will be given at least 24 hours in advance where DOE has provided adequate prior notification to the OR. The meetings may involve solely DOE or solely DOE's contractors (prime and sub) or any combination of DOE with their contractors.

\*"Procedural Agreement between the U.S. Nuclear Regulatory Commission and the U.S. Department of Energy Identifying Guiding Principles for Interface During Site Investigation and Site Characterization" (48 FR 38701, 8/25/83) herein referred to as the Procedural Agreement.

If objections to the OR attendance are voiced for any reason, the reason should be specified. Such objections will be infrequent and will be exceptions to the rule. If the OR does not agree with the objection to his attendance, it will be raised to a higher management level for resolution. If resolution cannot be achieved, the OR will not attend the meeting in question.

2. The OR may communicate orally (in person or by phone) with the project participants (persons) employed by DOE, DOE's prime contractors or the prime's subcontractors, on-site or off-site providing that the following procedures are followed. If practicable, the OR shall arrange for all individual sessions with prime contractor and subcontractor staff by contacting first the DOE and DOE contractor personnel identified in Appendices 1, 2 and 3 of the base agreement, or if they cannot be contacted, the proper prime contractor section or department manager or proper DOE Team Leader. As a minimum, the OR will give timely notification of all such sessions to the above individuals. The OR will avoid discussions with personnel when it would appear to disrupt their normal duties and will schedule a discussion period at a mutually convenient time. The OR will keep DOE or cognizant DOE prime contractor supervisory personnel informed of near term (approximately 1 week) areas for intended review and the project participants who may be contacted. It is the option of DOE or the person contacted by the OR as to whether or not a supervisor or third party is to be present. No record of these discussions is required, however questions that are raised or other issues that arise as a result of the above interactions will be reported to the NRC Division of Waste Management and to the cognizant DOE project personnel by the OR as soon as practical.
3. DOE project office(s), DOE prime contractors and their subcontractors will provide the OR access to records which would be generally relevant to a potential licensing decision by the Commission as follows. Upon request by the OR, the DOE or the DOE contractor or subcontractor shall provide copies of any records of raw data provided that the quality assurance checks specified in section 3.a of the Procedural Agreement have been performed. Records which document the analysis, evaluation, or reduction of raw data or contain information deduced by reason will be made available to the OR, after the documentation has been peer reviewed by the prime contractor, and cleared and approved by DOE. Records shall be available for review, but not to copy or to receive a copy for retention, at any stage of completion.

4. Drafts of documents required by the Nuclear Waste Policy Act of 1982, such as the EA, and SCP, which have not been approved by DOE, will not be provided to the OR without DOE approval. Documents of this type may be made available by DOE, but not the DOE contractor. Any such documents made available are for the use of the OR and shall not be placed in any NRC public document room.
5. The OR does not have the authority to direct DOE, their contractors or subcontractors to perform any work. Any formal identification of questions or issues for investigation by DOE that could result in contractor or subcontractor work must be formally presented to DOE through the NRC Division of Waste Management in writing.
6. The OR will attend on-site meetings upon request by the DOE project office or prime contractor on-site whenever possible. The OR will provide any records which would normally be available under 10 CFR Part 2.790 of the Commission's regulations to project participants upon request to copy. If convenient, copies of such records will be provided by the OR.
7. The OR shall be afforded access to the site, research facilities, and other contractor and subcontractor areas to observe testing or other data gathering activities, in progress, as part of site characterization and site investigation subject to compliance with the applicable requirements for identification, and applicable access control measures for security, radiological protection and personnel safety, provided that such access shall not interfere with the activities being conducted by DOE or its contractors (see point 6 above) and that any discussions conducted during such access shall comply with point 2 above.

Such access shall be allowed as rapidly as it is for DOE or DOE contractor employees upon display of an appropriate access identification badge, or, if badging is not possible for national security reasons, upon prior notification to DOE or cognizant contractor supervisory personnel (by memorandum, telephone or personal contact). When an access identification badge is available to DOE or DOE's contractors and subcontractors on a routine basis, it shall be made available to the OR upon completion of the required security clearances and appropriate radiological and personnel safety training. DOE will ensure that any training required is provided to the OR.

8. The OR and DOE will make arrangements which allow for at least weekly information exchanges to discuss pending DOE plans and program status, and any problem areas requiring attention of either or both parties.
9. DOE and NRC will assure that all of its employees and contractors (prime and sub) involved in the repository projects observe applicable provisions of this appendix. This appendix will be distributed by DOE and NRC to all project specific prime contractors and subcontractors.

FOR DOE:

Ralph Stern

DATE: 6/14/85

FOR NRC:

R. S. B. ...

DATE: 6/14/85