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406.1.2/KP/84/11/28

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FEB 21 1985

William J. Purcell
Associate Director
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Office of Civilian Radioactive
Waste Management
U. S. Department of Energy
Washington, DC 20585

REBrowning G Cunningham
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Dear Mr. Purcell:

Please refer to J. W. Bennett's letter to me dated September 19, 1984, which transmitted the signed DOE/NRC Project-Specific Procedural Agreement for geologic repository site investigation and characterization programs. The Agreement was complete with the exception of Appendix 7 concerning the NRC on-site representatives. Enclosed is a proposed appendix which is acceptable to the NRC. If you have any questions we will be happy to discuss them with you.

Sincerely,

Orig. signed by
Robert E. Browning

for

Robert E. Browning, Director
Division of Waste Management
Office of Nuclear Material Safety
and Safeguards

Enclosure:
Appendix 7 to the Project-Specific
Procedural Agreement

WM Record File 406.1.2 WM Project 1
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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 project personnel, including any 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 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. 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 or sub) or any combination of DOE with their contractors. The OR may be precluded from attending only those meetings or portions of meetings which concern budgets, personnel actions or contract performance not dealing with technical/peer reviews and QA audits of contractor's work.

*"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.

2. The OR may communicate orally (in person or by phone) with project participants (persons) employed by DOE, DOE's prime contractors or the prime's subcontractors, on-site or off-site. 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 the presence of a supervisor or third party is to be present. Concerns which arise as a result of the above interactions and which may affect NRC's ability to license the DOE to receive and possess source, special nuclear and by-product material at a geologic repository operations area 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 field 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. 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, by the entity having the responsibility to produce the record, for copying after the quality assurance checks have been taken to assure the quality of the logic and analysis. Records at any stage of completion shall be available for review but not to copy or to receive a copy for retention until quality assurance checks have been made.
4. Drafts of DOE documents required by the Nuclear Waste Policy Act of 1982, such as the EA, and SCP, which have not yet been approved by DOE, will not be provided by DOE ; contractors to the OR without DOE approval. Documents of this type will be made available by DOE, and not the DOE contractor.
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 significant 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 field 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. Such access shall be immediate 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 will 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 will assure that all of its contractors (prime and sub) involved in the repository projects observe applicable provisions of this appendix. This appendix will be distributed by DOE to all project specific prime contractors and subcontractors.