

ADDENDUM
to
MEMORANDUM OF UNDERSTANDING
between
U.S. NUCLEAR REGULATORY COMMISSION
and
U.S. DEPARTMENT OF ENERGY
on
COOPERATIVE NUCLEAR SAFETY RESEARCH
related to
FUKUSHIMA DAIICHI ACCIDENT STUDY

I. Introduction

NRC and DOE are parties to a Memorandum of Understanding on Cooperative Nuclear Safety Research dated April 22, 2009 (the MOU). Pursuant to the MOU, in order to conserve resources and to avoid needless duplication of effort, the parties agreed it is in the best interest of both parties to cooperate and share data and technical information and, in some cases, the costs related to such research, whenever such cooperation and cost sharing may be done in a mutually beneficial fashion. This Addendum to the MOU (the Addendum) is entered into by and between the U.S. Nuclear Regulatory Commission (NRC) and the U.S. Department of Energy (DOE) effective as of the date of signature of the last of the parties to execute this Addendum (the Effective Date).

This Addendum is authorized under the MOU pursuant but not limited to sections (a)(iii)(b) and (a)(iii)(d) of the Principles of Cooperation of the underlying MOU. The terms and provisions of the MOU are controlling for all activities under this Addendum.

II. Scope and Objectives

This Addendum describes a cooperative research program to conduct a study of the Fukushima Daiichi accident to develop a thorough understanding of the accident progression of each reactor and spent fuel pool. The purpose of the study is to reconstruct the events at Fukushima Daiichi in order to characterize and model events from the perspective of accident mitigation and response. The essential elements of the scope of the joint effort would be to:

- 1) Collect, verify, and document data on the accidents; and
- 2) Reconstruct the accidents and their progressions to assess the validity of severe accident modeling.

This study would inform any future work as well as inform lessons learned type of activities that DOE or NRC may perform, consistent with the mission of each agency.

We anticipate that this study would be performed principally by DOE National Laboratories. This cooperative research program would not perform root cause analyses or lessons learned analyses; however, the current study would inform these studies.

III. Management Approach

A joint project plan will be developed to describe in further detail the work and schedule for the study.

This program includes a wide variety of collaborative activities (including information exchange meetings, support for expert panels, jointly sponsored projects and research) aimed at implementing the stated scope.

The sharing and use of cooperative research program results from the research conducted under this Addendum is governed by the MOU.

The sharing and use of any other data or information under this Addendum will be managed through a designated point of contact for each party and exchanged consistent with each agency's legal authorities and obligations.

Both agencies recognize the need to protect from public disclosure data and information that are exchanged between them which fall within the definition of trade secrets, privileged, confidential commercial or financial information, or other information that is exempted from public disclosure under the Atomic Energy Act of 1954, as amended, the Freedom of Information Act, as amended, and other applicable law. All DOE data and materials subject to commercial or other use restrictions will be appropriately marked and submitted to NRC under separate cover to ensure they are identified and segregated from non-restricted data, documents and materials.

If one agency provides the other with non-public information, it must be properly marked. The recipient agency will not release the information outside the agency without the written consent of the other agency. This provision will apply to information obtained from either agency or its contractors, and will apply to the posting of information on ADAMS and other publicly available web sites or document rooms. Freedom of Information Act requests, Congressional requests, or other request for documents will be referred to the agency that provided the non-public information for resolution.

IV. Period of Performance and Schedule

The period of performance will be 12 months, which will start on the effective date. It can be extended in writing if mutually agreeable to DOE/NE and NRC/RES.

No specific milestones have been established at this time. These will be developed and documented in the joint project plan, described in Section III above.

V. Project Direction and Coordination

All technical interactions will be managed through a single designated point of contact for each party (the Project Contacts). Technical meetings to coordinate this effort and to discuss project progress will be arranged through the respective Project Contacts. The Project Contacts are:

NRC:

David Skeen
Office of Nuclear Reactor Regulation
U.S. Nuclear Regulatory Commission

DOE:

Damian Peko
Office of Nuclear Energy
U.S. Department of Energy

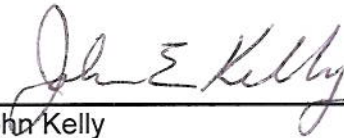
VI. Costs

DOE/NE and NRC/RES are responsible for their respective costs in implementing this Addendum. This Addendum does not create any binding obligation or enforceable right of action of any kind on the part of either party. This Addendum does not obligate any funds and is subject to the availability of appropriated funds.

AGREEMENT



Brian Sheron, Director
Office of Nuclear Regulatory Research
U.S. Nuclear Regulatory Commission



John Kelly
Deputy Assistant Secretary for
Nuclear Reactor Technologies
Office of Nuclear Energy
U.S. Department of Energy

Date: _____

7/11/11

Date: _____

7/6/11