

U.S. Department of Energy
Washington, D.C.

ORDER

DOE O 484.1A

Approved: 08-05-2026

**SUBJECT: REIMBURSABLE WORK FOR THE DEPARTMENT OF
HOMELAND SECURITY**

1. **OBJECTIVE.** To establish Department of Energy (DOE) policies and procedures for the acceptance, performance, and administration of reimbursable work directly funded by the Department of Homeland Security (DHS).
2. **CANCELLATION.** DOE O 484.1 Chg. 4 (LtdChg), *Reimbursable Work for Department of Homeland Security*, dated October 28, 2024. Cancellation of a directive does not, by itself, modify or otherwise affect any contractual or regulatory obligation to comply with the directive. Contractor Requirements Documents (CRDs) that have been incorporated into a contract remain in effect throughout the term of the contract unless and until the contract or regulatory commitment is modified to either eliminate requirements that are no longer applicable or substitute a new set of requirements.
3. **DEPARTMENTAL APPLICABILITY.**
 - a. **Departmental Elements.** Except for the exemptions in Paragraph 3.c., this Order applies to all DOE elements.
 - (1) The Administrator of the National Nuclear Security Administration (NNSA) must ensure that NNSA employees comply with their responsibilities under this directive. Nothing in this directive should be construed to interfere with the NNSA Administrator's authority under Section 3212(d) of Public Law (P.L.) 106-65, National Defense Authorization Act for Fiscal Year 2000, to establish Administration-specific policies, unless disapproved by the secretary.
 - (2) For purposes of clarity, the DOE acronym in this Order includes both NNSA and non-NNSA organizations within DOE, unless otherwise noted. When necessary, a clear distinction will be made between NNSA and non-NNSA organizations within DOE.
 - b. **DOE Contractors.** The CRD, Attachment 1, must be included in all site/facility management contracts that authorize contractors to perform reimbursable work for DHS unless an exemption in paragraph 3.c applies.

c. Equivalencies/Exemptions for DOE O 484.1.

- (1) Exemptions. This Order and the attached CRD do not apply to work performed for DHS under the following situations: The work is performed on a reimbursable basis under DOE O 481.1E, *Strategic Partnership Projects [Formerly Known as Work for Others (Non-Department of Energy Funded Work)]*, current version.
 - (a) The work is performed under an agreement with the private sector or other agencies, regardless of whether the funds originated with DHS.
 - (b) Work performed by the Bonneville Power Administration.
- (2) Equivalency. In accordance with the responsibilities and authorities assigned by Executive Order (E.O.) 12344, Naval Nuclear Propulsion Program, codified at 50 USC § 2406, Deputy Administrator for Naval Reactors, and § 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this Directive for activities under the Director's cognizance, as deemed appropriate.

4. REQUIREMENTS. It is Departmental policy that DOE resources will be made available to DHS consistent with 6 U.S.C. § 189, Utilization of Department of Energy national laboratories and sites in support of homeland security activities, which authorizes DHS to access the capabilities of DOE's laboratories and other sites to further DHS mission objectives. In addition, DOE will provide access to its facilities under the terms of the *Memorandum of Agreement Between Department of Energy and Department of Homeland Security* (Attachment 2) and the Master Interagency Agreement No. HSHQDC-09-X-00011, dated October 16, 2008, and Appendix thereto (Standard Terms and Conditions), revised January 25, 2011.

- a. All DHS reimbursable work conducted under a DOE site/facility management contract requires the approval of a DOE Responsible Contracting Officer (RCO). With the exception of reimbursable work performed under an RCO approved master scope of work, approval may not be delegated to the contractor.
- b. The DOE/NNSA Program Secretarial Officer or designee may approve work performed at Headquarters.
- c. DHS-funded work at a DOE national laboratory or site will be performed on an equal basis to other missions at the laboratory or site.

- d. Unless otherwise noted in this Order, all DHS reimbursable work will be performed consistently with the terms and conditions set forth in the applicable DOE site/facility management contracts and will be subject to other DOE approvals consistent with DOE work. A DOE contractor's compliance with its management contract and DOE regulations, policies, orders, and directives that are functionally equivalent to DHS's shall be deemed to satisfy the contractor's regulatory compliance obligations under an interagency agreement. This includes security clearances, background investigations, reporting requirements, data, privacy, and information protection and security.
- e. DHS is responsible for all costs a DOE contractor incurs while performing work for DHS under DOE O 484.1, including third party costs determined allowable under the contract and consistent with the DHS approved scope of work. Contractors shall report costs using their standard cost reporting format, which may differ from those DHS requires of its contractors under different contracting arrangements. Any proposed deviations from a contractor's usual cost reposting standards or format shall be communicated and adequately justified to the contractor and adopted in the applicable interagency agreement prior to commencement of work.
- f. DOE must base its review and approval of DHS reimbursable work on a DHS, DOE, or DOE contractor-prepared project proposal that clearly describes the agreed-to statement of work.
- g. DHS reimbursable work must:
 - (1) Be within the DOE site/facility contract scope and in accordance with the terms and conditions of the contract;
 - (2) Not propose work that requires a DOE contractor to incur costs or long-term liabilities that create an unfunded burden on DOE facilities and resources; and
 - (3) Be consistent with applicable laws and regulations.
- h. Work will be priced in accordance with DOE O 522.1, *Pricing of Departmental Materials and Services*, current version, and the pricing provisions applicable to DHS work.
- i. Equipment acquired as part of a project must be accounted for in accordance with the DOE *Financial Management Handbook* and maintained consistent with Federal Acquisition Regulation (FAR) 45.103(b) in the same manner as DOE property. Disposition of equipment must be as previously agreed or as instructed by DHS. Equipment shipping costs are the responsibility of DHS.
- j. Special access program (SAP) work requires the approval of the DOE SAP Oversight Committee before the start of work at any DOE or NNSA site/facility. Intelligence-related SAPs will be reviewed and approved by the Director, Office of Intelligence and Counterintelligence (DOE-IN).

- k. DHS reimbursable work activities involving human subjects, including research that is classified, whether performed domestically or in an international environment, can begin only if they are conducted in compliance with federal regulations and DOE requirements for human subject protection.
- l. Before initiating DHS construction exceeding the DOE approved minor construction threshold as referenced in the DOE Financial Management Handbook at a DOE site:
 - (1) Approval must be granted by the DOE Cognizant Secretarial Officer (CSO), 5.i.(2), and the DOE Chief Financial Officer (CFO), 5.b.(2). The CFO must be notified seven days in advance of approval of a construction project funded through a DHS agreement that exceeds \$1 million but is less than the DOE-approved minor construction limit.
 - (2) For an NNSA site, approval for DHS construction exceeding the DOE-approved minor construction limit must be granted by the Associate Administrator for Infrastructure, 6.c.; the Associate Administrator for Management and Budget, 6.b.(4); and the cognizant NNSA Deputy Administrator, 6.f.; and notification provided to the NNSA Director, Office of Deputy Associate Administrator for Budget, 6.b.(4), before work can begin.
 - (3) DOE's minor construction authority does not apply to DHS funding. DHS is responsible for determining that the requested construction represents a valid purpose for DHS funding.
 - (4) Projects must meet the following requirements:
 - (a) Construction projects must be performed according to the requirements of DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*, current version.
 - (b) Upon completion, title to constructed assets must vest in DOE/NNSA unless otherwise approved by the Head of the Departmental Element, the CFO, and the Senior Real Property Officer or NNSA Real Estate Director.
 - (c) Construction funded through DHS agreements must not supplement DOE-funded construction activities unless the DHS-funded portion of the construction effort is explicitly approved by the CFO.
- m. In operating DOE Federally Funded Research and Development Centers (FFRDCs) or other facilities, a contractor may not respond to DHS Requests for Proposals or other DHS solicitations that involve head-to-head competition with the private sector as an offeror, team member, or subcontractor to an offeror.

- n. Unless prohibited by DHS policy, when these requirements are met and following notification to the cognizant field office, a DOE site/facility management contractor operating an FFRDC or other DOE site/facility may respond to DHS Broad Agency Announcements, financial assistance solicitations, and similar DHS solicitations that do not result in head-to-head competition with the private sector, subject to the requirements of this Order. These solicitations must meet the following requirements:
 - (1) Announcements must be general research announcements used for the acquisition of basic or applied research to further advance scientific knowledge or understanding rather than focus on a specific system or hardware solution;
 - (2) Evaluation and selection must be performed through a merit or peer review process using pre-established general selection criteria; and
 - (3) Primary basis for selection must be technical approach, importance to the Agency, and funds availability.
- o. DHS, as the requesting agency, will determine whether the transaction is an Assisted Acquisition. For DHS agreements defined by DHS as an Assisted Acquisition, DHS must provide on or with the interagency agreement (e.g., General Terms and Conditions or Funding Order) the following statement:

DHS, as the requesting agency, has determined that this transaction is an Assisted Acquisition as described in FAR Subpart 17.5. DHS, as the requesting agency, and DOE, as the servicing agency, will ensure compliance with FAR 17.5 and applicable Assisted Acquisition provisions by applying their respective policies and procedures with other federal agencies, including DOE O 484.1. DHS work will be conducted under the terms and conditions of the DOE site/facility contract on a reimbursable basis, consistent with 6 U.S.C § 189. DOE contractors must comply with applicable requirements in their site/facility contracts when performing such work. DOE will perform work by and through its site/facility management contractor. Prior to executing a site/facility management contract, DOE complies with all the acquisition requirements for such contracts, (e.g., market research, acquisition plans) and will not reexamine those matters for individual interagency agreements. The DOE RCO may, at the request of the DHS, negotiate additional terms and conditions only when (1) such requests are not in conflict with the DOE site/facility contract and (2) all costs are recovered from DHS. By signing the interagency agreement, both parties certify compliance with their respective duties and obligations under FAR 17.5.
- p. No interagency agreement between DOE and DHS shall be deemed or interpreted to create a contractual relationship between DHS and any DOE site/facility management contractor operating an FFRDC or other DOE site/facility. The DOE site/facility management contractors are not contractors of DHS.

5. RESPONSIBILITIES—NNSA AND NON-NNSA ENTITIES WITHIN DOE. The responsibilities of NNSA officials and officials in non-NNSA entities within DOE are as set forth in paragraphs 5 and 6 of DOE O 481.1E, or successor.
6. INVOKED STANDARDS. This Order does not invoke any DOE technical standards or industry standards as required methods. Any technical standard or industry standard that is mentioned in or referenced by this Order is not invoked by this Order. Note: DOE O 251.1D, *Departmental Directives Program*, Appendix J, provides a definition for “invoked technical standard.”
7. REFERENCES.
 - a. 6 U.S.C. § 189, *Utilization of Department of Energy national laboratories and sites in support of homeland security activities*, which authorizes the Secretary of the DHS to use the DOE national laboratories and sites to perform work for the DHS on an equal basis to other missions at the laboratories/sites.
 - b. P.L. 91-190, *The National Environmental Policy Act of 1969*, which encourages efforts to prevent or eliminate damage to the environment.
 - c. P.L. 106-65, *The National Defense Authorization Act for Fiscal Year 2000*, which establishes NNSA responsibilities.
 - d. Title 10 Code of Federal Regulations (CFR) § 745, *Protection of Human Subjects*, which sets out federal regulations for DOE for protecting human subjects of research activities.
 - e. FAR 35.017, *Federally Funded Research and Development Centers*, which establishes government-wide policies for review and termination of FFRDCs.
 - f. E.O. 12333, “United States Intelligence Activities,” Part 1.13, which establishes responsibilities for DOE to support the U.S. intelligence community (IC) by providing expert technical, analytical, and research capability to others within the IC and by anticipating how DOE can contribute to the formulation of intelligence collection and analysis requirements.
 - g. DOE O 241.1, *Scientific and Technical Information Management*, current version, which establishes requirements and assigns responsibilities to ensure that scientific and technical information emanating from DOE research is appropriately identified, processed, disseminated, and preserved.
 - h. DOE O 413.2, *Laboratory Directed Research and Development*, current version, which establishes DOE requirements for laboratory-directed research and development while providing laboratory director broad flexibility for program implementation.
 - i. DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*, current version, which establishes requirements and responsibilities for the acquisition of capital assets.

- j. DOE O 430.1C, *Real Property Asset Management*, current version, which establishes a data-driven, risk-informed, performance-based approach to the life-cycle management of real property assets.
- k. DOE O 443.1, *Protection of Human Subjects*, current version, which establishes the procedures and responsibilities for implementing the policy and requirements set forth in 10 CFR § 745.
- l. DOE O 457.1, *Nuclear Counterterrorism*, current version, supports DOE activities for health, safety, and common defense by reducing the threat of inadvertent or unauthorized disclosure of sensitive improvised nuclear device information.
- m. DOE O 470.4B, *Safeguards and Security Program*, current version, which provides requirements for registering Safeguards and Security Program activities in DOE's Safeguard and Security Information Management System.
- n. DOE O 471.1B, *Identification and Protection of Unclassified Controlled Nuclear Information*, current version, which provides requirements and responsibilities for identifying Unclassified Controlled Nuclear Information and protecting it from unauthorized dissemination
- o. DOE O 471.5, *Special Access Programs*, current version, which delineates policies, responsibilities, and procedures for SAP projects.
- p. DOE O 475.1, *Counterintelligence Program*, current version, which establishes DOE counterintelligence requirements and responsibilities.
- q. DOE O 475.2, *Identifying Classified Information*, current version, which specifies responsibilities, authorities, policies, and procedures for management of the DOE Classification System.
- r. DOE O 481.1, *Strategic Partnership Projects [Formerly known as Work for Others (Non-Department of Energy Funded Work)]*, current version, which establishes policies, requirements, and responsibilities for the approval and performance of work for non-DOE/NNSA entities by DOE/NNSA and contractor personnel and for the use of DOE/NNSA facilities that is not directly funded by DOE/NNSA appropriations.
- s. DOE O 522.1, *Pricing of Departmental Materials and Services*, current version, which establishes requirements and assigns responsibilities for setting prices and charges for materials or services sold or provided by DOE either directly or through site/facility management contractors, to organizations and persons outside DOE/NNSA.

- t. *Department of Energy Financial Management Handbook*, current version, Chapter 13.1, “Reimbursable Work and Interagency Agreements,” which establishes DOE-/NNSA-wide financial policy and procedural guidance for certain interagency reimbursable actions and reimbursable actions with non-DOE/non-NNSA entities. (<https://www.energy.gov/cfo/financial-management-handbook>)
 - u. *Department of Energy Financial Management Handbook*, current version, Chapter 15.1, “DOE Application of Cost Accounting Standards,” which provides guidance for the proper allocation of Safeguards and Security costs to reimbursable work for DHS.
 - v. “DOE Procedures for Intelligence Activities,” 1992, which provides supplemental guidance/requirements for the conduct of reimbursable intelligence work for the DHS.
 - w. Secretary of Energy Delegation of Authority to the Director, Office of Intelligence and Counterintelligence.
8. DEFINITIONS. The following terms apply to DHS reimbursable work agreements performed by DOE, NNSA, and/or their contractors.
- a. Acceptance. Official signing of a DHS reimbursable agreement and funding document (i.e., interagency agreement).
 - b. Cognizant Secretarial Officers/NNSA Principal Deputy Administrator. Headquarters Assistant Secretaries, Deputy Administrator, and Directors responsible for oversight or institutional management of DOE/NNSA facilities.
 - c. DOE/NNSA Responsible Contracting Officer. A DOE/NNSA official with responsibility for administering the contract for the operation of a DOE/NNSA research or production site/facility.
 - d. DOE/NNSA Site/Facility Management Contractors. Entities that operate and maintain government-owned facilities under contract with and for the benefit of DOE/NNSA.
 - e. Field Intelligence Element (FIE). An intelligence component of the DOE-IN Field Intelligence Enterprise, which includes DOE/NNSA Site/Facility management Contractors and subcontractor employees located at DOE/NNSA facilities that provide products and services to DOE, the IC, and non-IC federal agencies. FIE Directors are approved by the Director of DOE-IN and have responsibility for compliance and oversight of all intelligence and intelligence-related DHS work at the DOE/NNSA site/facility in coordination with the Field Office Manager (FOM).

- f. Heads of Field Elements/Site Office Managers. Officials who direct activities of DOE/NNSA field or site offices and field organizations reporting directly to Headquarters. NNSA FOMs serve as line management, site-level mission integrators, and as the authorizing officials for activities at the site on behalf of the Administrator.
- g. Human Subjects. Living individuals about whom a researcher obtains data through intervention or interaction with the individual or through identifiable information.
- h. Intelligence and Intelligence-Related Work.
 - (1) Intelligence projects that are sponsored by an organization identified in E.O. 12333 as an element of the Intelligence Committee; that are funded by either the National Intelligence Program or the Military Intelligence Program; and are within the authorities of that organization in accordance with E.O. 12333, applicable U.S. laws, other Executive Orders, Presidential Directives, IC Directives, and DOE procedures for Intelligence activities.
 - (2) Intelligence-related projects that are sponsored by non-IC federal agencies, regardless of appropriation type, utilizing DOE's authorities under E.O. 12333, applicable U.S. laws, other Executive Orders, Presidential Directives, IC Directives, and DOE procedures for Intelligence Activities.
 - (3) Activities for which the cognizant technical DOE Headquarters official is the Director, Office of Intelligence and Counterintelligence.
- i. Interagency Agreement. Provides the statement of work, terms and conditions, funding, billing, and payment data in support of a DHS reimbursable agreement. The format of a DHS interagency agreement is acceptable if it contains the appropriate elements as outlined in this Order.
- j. Program Secretarial Officers and Deputy NNSA Administrators. Headquarters Assistant Secretaries, Deputy Administrators, and staff office directors who have management responsibility for program planning, budgeting, and execution of DOE/NNSA mission program activities.
- k. Reimbursable Agreement. An agreement to perform work or provide a service to DHS on a reimbursable basis.
- l. Research. Systematic investigation, research development, testing, and evaluation designed to expand or contribute to general knowledge.

- m. Sponsor. An entity that provides funding for a reimbursable agreement.
 - n. Reimbursable Work for the Department of Homeland Security. Work for DHS by DOE/NNSA and/or their contractors or use of DOE/NNSA facilities for work that is not directly funded by DOE/NNSA appropriations.
9. CONTACT. For additional information contact the DOE Office of Acquisition Management at (202) 287-1507, or the NNSA Office of Strategic Partnership Programs at (202) 586-1444.

BY ORDER OF THE SECRETARY OF ENERGY:



JAMES P. DANLY
Deputy Secretary

ATTACHMENT 1 CONTRACTOR REQUIREMENTS DOCUMENT

Regardless of the performer of the work, the contractor is responsible for complying with the requirements of this Contractor Requirements Document (CRD) and flowing down, to the extent necessary, the CRD requirements to subcontractors at any tier to ensure contractor compliance.

This CRD establishes requirements for Department of Energy (DOE) contractors, including National Nuclear Security Administration (NNSA) contractors, performing work and/or using DOE facilities to perform work directly funded by the Department of Homeland Security (DHS).

To streamline agreement negotiation and acceptance, DOE/NNSA Responsible Contracting Officers (RCOs) are encouraged to enter into agencywide agreements with DHS Components to cover all work performed by DOE/NNSA Contractors, where such agreements can reduce the need for repeated negotiation of terms.

Contractors will perform and administer DHS reimbursable work in accordance with the “Memorandum of Agreement between Department of Energy and Department of Homeland Security,” dated February 28, 2003, (Attachment 2) or amendments thereto and the Master Interagency Agreement No. HSHQDC-09-X-00011, executed October 16, 2008, and its Appendix, (Department of Homeland Security Standard Terms and Conditions for All Reimbursable Work Performed with Department of Energy Laboratories). The Master Interagency Agreement and its Appendix A shall be incorporated into all General Terms and Conditions (formerly 7600A) between DOE/NNSA and DHS and may only be modified by written agreement of authorized representatives of DOE/NNSA and DHS. Any additional interagency agreement provisions shall be set forth in a General Terms and Conditions for review and approval by the cognizant DOE/NNSA RCO. Provisions appearing in a statement of work shall not be deemed part of the interagency agreement.

As directed by the contracting officer, the contractor must meet the following requirements.

1. Establish and maintain a management system that ensures reimbursable work for DHS requirements are satisfied.
2. Prepare project proposals that clearly describe the agreed-to statement of work, before DOE acceptance of funding.
3. Equipment acquired as part of a project must be accounted for and maintained in the same manner as DOE property. Contractors shall not be required to establish property management systems for DHS that are separate from their established procedures, practices, and systems used to account for and manage DOE property. Disposition of equipment must be as previously agreed or as instructed by DHS in the original funding order. Equipment shipping costs are the responsibility of DHS.

**ATTACHMENT 2
FEDERAL EMPLOYEES AND CONTRACTORS**

**Memorandum of Agreement
Between
Department of Energy
And
Department of Homeland Security**

I. Preamble

This Memorandum of Agreement (MOA) between the Department of Energy (DOE) and the Department of Homeland Security (DHS) establishes a framework for DHS to access the capabilities of various DOE assets. It recognizes that DOE and DHS anticipate that DOE capabilities may assist DHS in executing its mission.

II. Scope and Objectives

This MOA provides broad guidance to enable DHS to gain efficient access to specific DOE capabilities. Certain provisions of this agreement may continue to be refined, resulting in amendments and appendices to this MOA.

III. Nuclear Incident Response Team Assets

This MOA delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for Nuclear Incident Response Team (NIRT) assets. NIRT assets (with the exception of the RAP, which may continue to self-deploy under circumstances where self-deployment is currently authorized) will deploy at the direction of DHS for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States. These assets are:

- Accident Response Group (ARG) – DHS will assume operational control of this asset when the response is at other than a DOE or DOD facility;
- Radiological Assistance Program (RAP) – DHS will assume operational control of this asset when the response is at other than a DOE facility; in instances of self-deployment, the RAP, in addition to following existing procedures for notifying DOE, will normally notify the DHS within fifteen minutes of receiving the request for deployment;
- Aerial Measuring System (AMS) and the National Atmospheric Advisory Release Capability (NARAC) – DHS will assume operational control of these assets when the response is at other than a DOE or DOD facility;
- Federal Radiological Monitoring and Assessment Center (FRMAC) and Radiation Emergency Assistance Center/Training Site (REAC/TS) – DHS will assume operational control of these assets when their capabilities are required; and

- Nuclear Emergency Support Team (NEST) – DHS will assume operational control when the capabilities of the NEST assets are required.

The particulars of deployment and operational command of these assets, including security requirements, funding and reimbursement of costs, are set forth in the Appendix to this document.

IV. Performing work at DOE Laboratories and Sites

The Secretary of Energy will make the resources and expertise of the DOE national laboratories and other DOE sites, including production plants, available to DHS on mutually acceptable terms.

Arrangements with DHS for it to fund and conduct work at DOE national laboratories and other sites will reflect the following elements:

- DHS-funded work at a DOE national laboratory or site will be performed on an equal basis to other missions at the laboratory or site and not on a noninterference basis with other missions of such laboratory or site.
- No added administrative or personnel charges in excess of those paid by DOE will be charged for DHS work.
- DHS and DOE will mutually determine what long-term arrangements best serve the needs of both Departments with respect to DHS access to the national laboratories. In the interim, DOE will make the national laboratories available to DHS under existing DOE contracts consistent with the other terms set out in this portion of the MOA.
- DHS work performed pursuant to this interim process will be accomplished through the issuance of work assignments using the system currently in place under the respective contracts and subject to the environmental, safety, security, intelligence, and counterintelligence policies and procedures that apply to DOE work at that location, except that the DHS financial and budget resource allocation decisions associated with DHS work will not require further DOE approval. The cost charged DHS for its activities at each DOE national laboratory or site will be consistent with the cost of similar work performed for DOE at that laboratory or site.
- DHS and DOE will establish appropriate mechanisms to resolve any issues relating to the prioritization of work that might arise at the site. To the extent that DHS work is conducted under a DOE contract, the resolution of any work prioritization issues will be communicated to the contractor exclusively through a DOE Contracting Officer. This MOA shall not be construed to be inconsistent with the Contracting Officers' authority over and responsibility for the administration of the site contracts.
- For work performed under DOE contracts pursuant to this interim process, the DOE Contracting Officer for each laboratory or site's operations will provide for the particulars of conducting DHS-funded work requests consistent with these elements.

DHS and DOE may also enter into basic ordering arrangements to have multiple projects performed at a particular DOE facility. DHS may establish by agreement with DOE an appropriate DHS presence at any DOE site to direct, coordinate, and monitor the DHS work being performed at that site. Site-specific details will be established through separate implementing agreements.

V. DHS Intelligence Activities at DOE National Laboratories and Other Sites

DHS projects and programs that utilize intelligence personnel, information, technology or systems at the DOE national laboratories or sites will be conducted through the Intelligence Work-for-Others Program (IWFO), administered by the DOE Office of Intelligence.

VI. Other Areas of Agreement

Access authorization: DOE-cleared personnel transferred to DHS and continuing to require access to DOE classified information and facilities will retain their current DOE access authorizations until DHS can maintain and administer clearance for those personnel. DOE will expedite the process for DHS personnel requiring initial Q or L clearances for access to DOE classified information and facilities. Previously granted SCI clearances for DOE personnel transferred to DHS also will be retained by DOE until such time as DHS assumes responsibility for maintaining and administering those clearances. All DOE security requirements pertaining to acquiring and maintaining clearances will apply to those DHS personnel afforded access under the terms of this MOA.

Special Access Programs: All work for DHS that is to be conducted as a special access program (SAP) in any DOE laboratory, plant, site or facility must be approved by the Executive Secretary, DOE Special Access Program Oversight Committee (SAPOC) prior to initiation of work. Intelligence SAPs must be reviewed and accepted by the DOE Director, Office of Intelligence, and are not under the purview of the SAPOC.

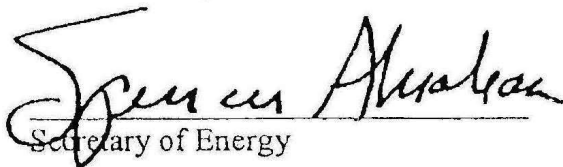
Counterintelligence: DHS will comply with the counterintelligence protections and requirements currently in place at DOE sites for any facilities at DOE sites where DHS may locate personnel pursuant to this agency agreement.

Role of the DOE Office of Independent Oversight and Performance Assurance (OA): DOE OA will provide independent oversight of all safeguards and security, cyber security for non-intelligence systems, emergency management, and environment, safety and health programs for DHS work performed at DOE facilities

Role of the DOE Office of Inspector General: All DHS work conducted at DOE facilities will be within the purview of the DOE OIG, in coordination with the DHS OIG.

VII. Termination, Modification and Sunset Review

This MOA is effective on the date of the last signature and will remain in effect until it is terminated by mutual agreement of the Parties or by either Party's providing ninety days' written notice to the other. This MOA may be modified at any time by written agreement of the Parties. Nothing in this MOA shall be interpreted to limit or otherwise affect any authorities, powers, rights, or privileges accorded to DHS or DOE or any of their officers, employees, or organizational units under any statute, rule, regulation, contract, or agreement.


Secretary of Energy

February 28, 2003
Date


Secretary of Homeland Security

Feb. 28, 2003
Date

Appendix

Nuclear Incident Response Team Assets

The Nuclear Incident Response Team (NIRT) is defined in the Homeland Security Act of 2002 as: "those entities of the Department of Energy that perform nuclear or radiological emergency support functions (including accident response, search response, advisory, and technical operations functions), radiation exposure functions at the medical assistance facility known as the Radiation Emergency Assistance Center/Training Site (REAC/TS), radiological assistance functions, and related functions." This Appendix delineates specific functions and responsibilities relative to the control, utilization, exercise of, and standards for those assets. The specific assets covered are:

- the Accident Response Group (ARG);
- the Aerial Measuring System (AMS);
- the Federal Radiological Monitoring and Assessment Center (FRMAC);
- the National Atmospheric Advisory Release Capability (NARAC);
- the teams that comprise the Nuclear Emergency Support Team (NEST);
- the Radiation Emergency Assistance Center/Training Site (REAC/TS); and
- the Radiological Assistance Program (RAP).

1. Deployment and Operational Control of the DOE Radiological Emergency Response Assets

The Parties agree that the radiological emergency response assets of DOE, with the exception of RAP, will deploy at the direction of the Secretary of Homeland Security (or other DHS official as authorized by law) for domestic events in connection with an actual or threatened terrorist attack, major disaster, or other emergency in the United States (as defined in the Homeland Security Act of 2002).

While deployed or when providing assistance, the DOE radiological emergency response assets or their emergency-specific activities associated with the assistance being provided shall fall under the operational control of the Secretary of Homeland Security for the length of the deployment. Under this Appendix, the Parties agree that operational control is the authoritative direction over all aspects of nuclear/radiological operations and provides the authority to perform those functions of command and control over the response assets involving planning, deploying, assigning tasks, designating objectives, and giving authoritative direction necessary to accomplish the mission. Operational control provides full authority to the Secretary of Homeland Security, or his designee, to organize the deployed assets and/or establish assistance priorities as necessary to accomplish assigned missions. It does not, per se, include responsibility for supplies, equipment, administration, discipline, or internal organization. Nor does it apply to those activities being performed by those assets that are not related to the emergency for which they are being deployed or for which their assistance was required. All operational

functions shall be consistent with current Presidential Decision Directives and Executive Orders. All deployed assets will support the designated Lead Federal Agency and the DHS-designated On-Scene Commander. Operational control of the assets by the Secretary of Homeland Security applies only within the United States. Policies and procedures related to DOE intelligence support for these activities will be covered under a separate appendix.

Specific direction for each response asset is detailed below:

ARG – DHS will assume operational control of this asset when the response is at other than a DOE or Department of Defense (DOD) facility.

RAP - DHS will assume operational control of this asset when the response is at other than a DOE facility. Radiological assistance through the RAP teams will continue to be available to all Federal, State, local, tribal authorities, commercial entities, and private citizens, upon request. RAP teams currently have the authority to self-deploy in order to provide this assistance in the timeliest manner. This authority to self-deploy remains unchanged; however, the RAP Regional Coordinator, or his designee, in addition to following existing procedures for notification of DOE, will normally notify the Secretary for Homeland Security or his designee, within 15 minutes of receiving the request for RAP support.

AMS and NARAC – DHS will assume operational control of these assets when they deploy for a response or the emergency-specific assistance being provided (e.g., modeling, dose projections/estimates, etc.) is at or for a location other than a DOE or DOD facility.

FRMAC and REAC/TS – DHS will assume operational control of these assets when their capabilities are required, they deploy for a response, or the emergency-specific assistance being provided (e.g., medical treatment advice, decontamination guidance, etc.) is at or for a location other than a DOE or DOD facility.

NEST – DHS will assume operational control when the capabilities of the NEST assets are required. While some of the teams under the NEST provide specific, time critical support to the DOD, they remain under the operational control of DHS.

2. Liaison Between DOE and DHS

The Parties agree that during a DHS deployment of the response assets, DOE will provide a liaison officer (DOE LNO) to the DHS Secretary, or his designee, to assist with incident management. The necessity for a DOE LNO for a RAP Team deployment will be decided jointly by DHS and DOE on a case-by-case basis. The DOE LNO will have knowledge of the DOE radiological emergency response assets, their capabilities, limitations, and employment. Additionally, DOE will designate and deploy a Senior Energy Official to the emergency location to act as the single point of contact for DOE nuclear/radiological support provided to the Lead Federal Agency and On-Scene

Commander. When a Senior Energy Official is designated, that person will report to the DHS Secretary, or his designee, for the duration of the deployment.

3. Exercises and Training

The DHS Secretary, or his designee, will plan, coordinate, and conduct exercises and training with the NIRT. Exercises and training will take the form of scheduled and no-notice readiness drills and deployments of all or part of DOE radiological emergency response assets. The Parties agree that DHS will provide funding to DOE for homeland security planning, exercises, and training. The DHS Secretary, or his designee, will coordinate and de-conflict the exercise and training schedule with all appropriate agencies and departments to ensure that no DOE radiological emergency response assets are tasked concurrently by multiple departments to support non-emergency-related activities.

4. Standards

The DHS Secretary, or his designee, will establish operational and technical standards for the NIRT. The operational standards will consist of statements of desired nuclear/radiological response capabilities. The technical standards will consist of criteria that delineate specific scientific requirements for the radiological response assets. These technical requirements will be coordinated with DOE and jointly managed between DHS and DOE. DHS will be responsible for the research, development, testing, fielding and funding of any new equipment required.

5. Safety and Security

The Parties agree that safety and security are paramount concerns when the NIRT is activated and DOE radiological emergency response assets are deployed. All existing DOE safety and security requirements for the DOE radiological emergency response assets shall remain in effect.

6. Financial Considerations

The DHS Secretary, or his designee, will establish a mechanism to reimburse DOE for services and equipment stipulated elsewhere in this Appendix.

With regard to available funding for NIRT, the Parties recognize that the total enacted funding (prior to the application of offsetting reductions directed by Congress) for DOE Nuclear Weapons Incident Response activities in FY 2003 is \$83.8 million and that the President's FY 2004 budget request for these activities is \$89.7 million. The Parties acknowledge that the amount set out in the President's FY 2004 request is needed to support the entire infrastructure of the assets and is not available solely for deployments. The Secretary of Energy and Secretary of Homeland Security, or their designees, will monitor available funding throughout the fiscal year and establish benchmarks to determine if budgetary resources are sufficient to meet anticipated deployment requirements. Should the Parties determine that available resources are not sufficient,

DHS and DOE jointly will pursue any additional funding required for anticipated deployments (to include reprogramming and appropriation transfer actions, budget amendment, or a Supplemental funding request) with the Office of Management and Budget and the Congress.

The Parties agree that, in the President's FY 2005 Budget Submission, DHS will request funds for necessary DHS deployment activities for the reimbursement to DOE as required based on the principle that the Department that directs the deployment is responsible for paying for the deployment.

7. "Hotwash" Lessons-Learned Sessions

DOE will invite representatives of DHS to participate in the "hotwash" lessons-learned sessions to be conducted by DOE after each DHS deployment or exercise.

8. DOE Order Review

DOE will review each DOE Order covering NIRT assets, including the pending proposed Order to consolidate all NIRT Orders ("NIRT Consolidation Order"), and insure that the requirements of the final NIRT Consolidation Order are consistent with the DOE-DHS Memorandum of Understanding (MOU), including this Appendix. DOE will provide the relevant existing Orders and draft NIRT Consolidation Order to DHS and consult it with respect to any changes that either Party believes necessary. In the event of an inconsistency with the MOU before the inconsistency is corrected in the issuance of the final NIRT Consolidation Order, the Parties will agree on interim measures.

**ATTACHMENT 3
LABORATORY-DIRECTED RESEARCH AND DEVELOPMENT
COST INSTRUCTIONS**

Estimated laboratory-directed research and development (LDRD) costs (dollar amount rounded to nearest thousand) must be separately identified in Department of Homeland Security (DHS) project cost proposals. Section 309(f) of P.L. 107-296, Homeland Security Act of 2002, provides that “no funds authorized to be appropriated or otherwise made available to the Department [of Homeland Security] in any fiscal year may be obligated or expended for LDRD activities carried out by the Department of Energy (DOE) unless such activities support the missions of the DHS.” The DOE manages its LDRD program in a manner that will demonstrate that LDRD activities support DHS missions commensurate with the funding provided by DHS.

The following language must be included in the cover letter accompanying a new and/or revised DHS proposal:

Consistent with the Department of Energy’s (DOE’s) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a laboratory-directed research and development (LDRD) cost levied on all monies received at the laboratory. The estimated amount of LDRD costs is identified in the Department of Homeland Security (DHS) proposal cost estimate section. LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. DOE recognizes that Section 309(f) of P.L. 107-296, Homeland Security Act of 2002, provides that “no funds authorized to be appropriated or otherwise made available to the Department in any fiscal year may be obligated or expended for laboratory-directed research and development activities carried out by the DOE unless such activities support the missions of the DHS.” In accordance with DOE procedures, DHS will be apprised of the activities conducted under the LDRD program that supports DHS missions.

The following language must be included in each DHS interagency agreement:

Consistent with the Department of Energy’s (DOE’s) full cost recovery policy, DOE collects, as part of its standard indirect cost rate, a laboratory-directed research and development (LDRD) cost. Based on the amount of funds accepted for this project,

\$_____ represents an estimated amount that will be used for LDRD efforts. DHS agrees that LDRD efforts provide opportunities in research that are instrumental in maintaining cutting-edge science capabilities that benefit all of the customers at the laboratory. In addition, DOE manages its LDRD program in a manner that will demonstrate that LDRD activities support DHS mission areas commensurate with the funding provided by DHS. In providing funds to DOE to perform this work, DHS anticipates that such activities will support the missions of DHS and will be consistent with appropriations acts that provide its funds.