

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS),
CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC),
NATIONAL INSTITUTE FOR OCCUPATIONAL SAFETY AND HEALTH (NIOSH)
AND THE
U.S. DEPARTMENT OF ENERGY (DOE), INCLUDING
NATIONAL NUCLEAR SECURITY ADMINISTRATION (NNSA)

Regarding

Collaborative worker safety and health activities conducted by DOE, including NNSA, (referred to as DOE) and NIOSH (referred to collectively as parties, or individually as party). This MOU seeks to promote efficiencies between the parties and to facilitate the exchange of information, technologies, and resources to advance worker safety and health in subterranean operations.

SUBJECT/PROJECT

DOE and NIOSH offer unique and complementary competencies in their respective fields and share the common priority of promoting and protecting worker safety and health. Staff within both agencies have worked collaboratively on multiple task teams in support of the formally chartered Subterranean Operations, Oversight and Safety Integrated Project Team (IPT). The establishment of this MOU will facilitate future collaborations and promote accountability of both parties for improvements to subterranean worker safety and health.

A. PURPOSE

The rationale and justification for this MOU is that it provides the framework for collaborative projects between the two Agencies to improve worker safety and health. NIOSH and DOE agree that it is mutually beneficial for the two Agencies to jointly coordinate activities, work collaboratively, and share information regarding existing or emerging hazards and interventions. Collaborative efforts may include, but are not limited to:

1. Scientific and worker safety and health research;
2. Provision of specific technical services;
3. Evaluations of possible safety and health hazards;
4. Communication and information dissemination;
5. Pilot projects and field assessments; and
6. Educational materials.

Such activities will support ongoing programmatic and scientific work in a wide range of programs and projects in the areas of worker safety and health.

B. AUTHORITIES

This MOU is entered into pursuant to the enabling authorities of the parties including:

NIOSH – Occupational Safety and Health Act, 29 U.S.C. § 669(a) and 29 U.S.C. § 668, and Mine Safety and Health, 30 U.S.C. § 951.

DOE – Atomic Energy Act of 1954, as amended, codified at 42 U.S.C. §§ 2011-2297g; Energy Reorganization Act of 1974, as amended, codified at 42 U.S.C. §§ 5801-5891; Department of Energy Organization Act, codified at 42 U.S.C. §§ 7101-7352.

NNSA – Title XXXII, National Defense Authorization Act for Fiscal Year 2000 (Public Law 106-65), National Nuclear Security Administration Act, as amended, codified at 42 U.S.C. §§ 7132(c), 7144-7144b; 50 U.S.C. §§ 2401-2484.

C. SCOPE OF ACTIONS

Improving worker safety and health is the major goal of the cooperation fostered by this MOU. Depending on the outputs resulting from the projects carried out under this MOU, interventions (that could include engineering controls, administrative controls, training, medical monitoring, and personal protective equipment) can be proposed, developed, and evaluated for efficacy. Development of surveillance programs or analyzing of surveillance data to determine trends and characterize worker injury and illness are additional goals of this MOU. This information will be used to inform standard setting organizations, safety and health professionals, risk managers, academia, workers, and management.

NIOSH and DOE plan to meet periodically to share information on Agency high priority topics and emerging issues and identify additional opportunities for collaboration.

D. PROCEDURES

NIOSH and DOE will conduct all activities under this MOU according to the applicable Agency's rules and policies and will secure required approvals before commencing such activities. It is understood that one of the purposes of the work performed by NIOSH and DOE is to obtain information that may be made available to industry and the public through publication. Before either of the parties submits a manuscript for publication or a presentation/abstract for public disclosure related to this MOU, the other party will have thirty (30) calendar days to review the proposed manuscripts and seven (7) calendar days to review proposed abstracts for technical accuracy and quality. In no case shall NIOSH or DOE abandon its right to publish information resulting from the expenditure of public funds or the use of public facilities.

The parties acknowledge the anticipated collaborative work may require the assignment and allocation of resources, such as personnel time, travel, laboratory, or field evaluations and/or data gathering, and each shall endeavor to provide the needed resources.

E. NIOSH AND DOE MUTUALLY AGREE TO:

- Collaborate to develop appropriate worker safety and health research projects for furthering knowledge and to protect and promote worker safety and health.
- Facilitate communication, coordination, and consultation between NIOSH and DOE to promote worker safety and health. Regular communication is essential to derive the maximum benefit from this cooperative relationship while maintaining the mission of each Agency. This regular communication will include:
 - i. The principal contacts and key stakeholders from NIOSH Spokane Mining Research Division and DOE with vested interest in safety and oversight will communicate as needed to coordinate and consult regarding areas of mutual interest.
 - ii. Scientists from NIOSH interacting directly with DOE project leaders to coordinate the mutual pursuit of activities envisioned under this MOU including reducing health and safety risks identified by each Agency.
- Coordinate technical assistance and cooperative education and informational programs that promote the health and safety of workers. Cooperative efforts in these areas may require additional specific agreements between NIOSH and DOE.
- Collaborate to conduct projects and evaluations in the field (with worker and management concurrence and participation). Hazard identification will involve obtaining information regarding design, materials and controls used on site and the observation and assessment of worker activities.
- Collaborate on characterizing worker safety and health risks through safety and health research and evaluations, industrial hygiene investigations and sampling using standard or developmental NIOSH (or other) sampling methods. This may include the evaluation of personal protective equipment used by workers and effectiveness of engineering and work practice controls that are in place (e.g., worker training). Photographs may be collected to assist with data interpretation and review. It is acknowledged that photos may require classification review. Prior to collecting photographs of individuals, photo release forms will be obtained to ensure concurrence by the individual being photographed.
- Collaborate on specific services as appropriate, including but not limited to data sharing; data interpretation and analysis; diagnostic testing and laboratory services, designing, drafting, and carrying out research protocols; statistical analyses and software support; program evaluation; subject matter expert consultation; and providing technical and field assistance. Each party will own the data it generates. Jointly generated data will be jointly owned. Each party will disclose to the other party a summary of all data generated under this MOU. Both parties will have free access to and use of any data generated under this MOU. Results from field surveys or research at collaborating partner sites will be shared in peer-reviewed reports and will include information regarding workplace observations, sampling protocols, investigative techniques, data interpretation and recommendations.

F. GENERAL PROVISIONS

- Meeting the timelines outlined in any project specific agreement is contingent upon the availability of adequate resources.
- This MOU is intended only to improve the internal coordination and review process of each partner agency and is neither intended to nor creates any right or benefit, substantive or procedural, enforceable by law or equity by a party against the United States, its agencies or instrumentalities, its officers or employees, and any other person.
- Nothing in this MOU may be construed to obligate the NIOSH and DOE or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. In addition, this MOU does not obligate either partner agency nor the United States government to spend funds on any project or purpose, even if funds are available.
- The mission requirements, funding, personnel, and other priorities of the partner agencies may affect their ability to fully implement all the provisions identified in this MOU.
- Specific activities that involve services or transfer of project related property between or among the partner agencies will require execution of separate agreements or contracts.
- Nothing in this MOU is intended to or will be construed to restrict either partner agency from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- Any information furnished between the partner agencies under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. § 552, *et seq.* (FOIA). The partner agencies agree to refer requests for partner agency information to the respective partner agency for a review and release determination prior to responding to any FOIA requests.
- All press releases and public statements issued by either or both partner agencies concerning or characterizing this MOU will be jointly reviewed and agreed to by delegated staff representing each of the undersigned signatories.
- Visitors to DOE sites and facilities will adhere to all policies, programs and procedures governing worker safety and health, security and other programs as deemed necessary. Visitors will ensure all activities are performed in a manner that protects the safety and health of all personnel and complies with applicable regulations.

G. NON-FUND OBLIGATION DOCUMENT

This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

H. MODIFICATIONS

The terms of this MOU may be modified at any time by mutual agreement. Should disagreement arise as to the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each party shall reduce the area(s) of disagreement to writing and present to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

I. PRINCIPAL CONTACTS

NIOSH Spokane Mining Research Division

Primary Administrative Contact and Research Coordinator

Tyler Emery

Chief, Miner Safety Branch, Spokane Mining Research Division

qdn0@cdc.gov

DOE

Primary Administrative Contact

Jim Dillard

Director, Office of Worker Safety and Health Policy (EHSS-11)

james.dillard@hq.doe.gov

Project Coordinators

Cognizant DOE Head of Field Element or Designee and Headquarters Program Element

J. TERM OF AGREEMENT/TERMINATION

This MOU shall become effective upon signature of both parties and will expire on August 1, 2029, but may be extended for additional periods by written agreement between the parties hereto, provided, however, that it may be terminated at any time by either party giving written notice of termination to the other party at least thirty (30) days prior to the date fixed in such notice.

The parties recognize that the purpose of this MOU is to set out the roles of the parties in this collaborative effort. This MOU is not intended to create any right or benefit, substantive or procedural, enforceable by law or equity, against the United States, its agencies, its officers or employers or any other party to this Agreement. The parties also recognize that the foregoing terms may need to be supplemented with additional terms and, in some cases renegotiated, as this collaboration progresses.

K. SIGNATORIES

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below:

By **KEVIN
DRESSMAN**  Digitally signed by KEVIN
DRESSMAN
Date: 2024.02.20 09:31:26 -05'00'

Kevin Dressman
Director, Office of Health and Safety, EHSS-10

02/20/2024

Date

By **Douglas O.
Johns -S**  Digitally signed by Douglas O.
Johns -S
Date: 2024.02.16 10:50:45
-08'00'

Dr. Douglas Johns
Director, Spokane Mining Research Division, NIOSH

2/16/2024

Date