

MEMORANDUM OF UNDERSTANDING BETWEEN
THE
DEPARTMENT OF ENERGY
AND THE
DEPARTMENT OF DEFENSE
FOR
PLANNING AND SUPPORT FOR SAFEGUARD C
AND CONDUCTING NUCLEAR WEAPONS TESTS
OUTSIDE NORTH AMERICAN CONTINENTAL LIMITS

I. PURPOSE

The purpose of this memorandum of understanding (MOU) is to delineate responsibilities of the Department of Energy (DoE) and the Department of Defense (DoD) for the planning and support of Safeguard C, and for the conduct of nuclear weapons tests outside the North American continent.

II. CONCEPT

1. In July 1983 the National Security Council endorsed the Presidential action of January 1976, which redefined Safeguard C to the Limited Test Ban Treaty (LTBT) of 1963 to be "The maintenance of the basic capability to resume nuclear testing in the atmosphere should that be deemed essential to national security." The term "atmosphere" used in this agreement includes all the prohibited environments listed in the LTBT.

2. The central theme of the new redefinition deleted the requirement for a capability to return promptly to atmospheric testing. This redefinition reduced the requirement to maintain the previous levels of support. The support envisioned does, however, retain the basic capability to resume atmospheric testing should that be deemed essential to national security.

3. This action further provided that the DoD and DoE will continue to implement the Safeguard. Scientific needs and objectives for nuclear testing that cannot be satisfied by underground nuclear tests or nuclear simulations will continue to be reviewed and documented annually and the types and priority of tests necessary to obtain these objectives determined.

4. Johnston Atoll (JA) will be retained to ensure its availability in the event of atmospheric testing resumption, although it will not remain in active status for this use alone. Nuclear research and testing programs will aid in the retention of personnel with expertise in atmospheric testing and closely related fields. Additionally, other types of experiments, using Safeguard C facilities (JA and Hawaiian Island), will ensure the continued availability of these facilities for Safeguard C activities.

*Safeguard C / Joint Sampler FY 1986
Working Group
HARRY BROWN'S Files, NV*

III. GENERAL RESPONSIBILITIES

1. The Director of Military Application of the DoE and the Director, Defense Nuclear Agency (DNA) of the DoD have been designated to implement Safeguard C. These officials or their representatives will meet at least annually to determine and update scientific needs and objectives that cannot be satisfied by underground nuclear tests or nuclear simulations. This review will identify current problems and means for achieving solutions. The types and priority of tests necessary to obtain the identified needs and objectives will be documented. This documentation will not be constrained by fiscal, political, or environmental limitations; however, recognized restrictions will be indicated. DoE, in conjunction with DNA and the Military Services, will jointly develop this assessment for submittal to the Secretary of Energy and, through the Joint Chiefs of Staff, to the Secretary of Defense.

2. DoD will retain and maintain JA, the principal readiness-to-test facility in the Pacific, as outlined in the Presidential guidance of January 1976. DoD will assure its availability as a base for U.S. atmospheric nuclear testing operations. JA may be used for other programs; however, the DoD will ensure that such uses will not preclude use of the atoll as a base for U.S. nuclear testing operations. DoD will provide timely communications to the DoE on major policies and agreements affecting the use and status of JA facilities.

3. DoE will ensure the retention and availability of DoE-DoD Joint Task Force rights to use Hawaiian Area facilities required for the support of Safeguard C. The DoE will provide timely communications to the DoD on major policies and agreements affecting the use and status of the Hawaiian Area facilities. Facility utilization rights will be retained in one of the following ways:

a. maintained in operational status in support of active missions (agreements for facilities in direct support of JA will be coordinated with the JA DoD host manager); or

b. maintained in caretaker status; or

c. released to other agencies with right of reoccupancy in event of preparation for test resumption.

IV. RESPONSIBILITIES IN THE EVENT OF NATIONAL COMMAND AUTHORITY AUTHORIZATION TO PREPARE FOR THE RESUMPTION OF ATMOSPHERIC TESTING.

1. Joint Responsibilities.

a. A DoE-DoD Joint Task Force (JTF) will be activated. The JTF Commander will be appointed by the DoD with the concurrence of DoE and will be jointly responsible to the Chairman, Joint Chiefs of Staff and the Secretary of Energy. Operations will be carried out under the concept that integrated and

coordinated efforts of the DoE and DoD are required to assure that national objectives are attained.

b. The responsibility for providing scientific or experimental facilities, systems, equipment or components thereof at any location shall be that of the agency (DoE or DoD) requiring them. Facilities or equipment which are installed as a joint requirement shall be the subject of specific agreement between the DoE and the DoD based upon an agreed degree of interest.

c. The DoE and the DoD shall consider the impact on the environment in the planning for and conduct of any major test operation under current national policy and public law. Cleanup and disposal of debris and contamination will be considered in the planning for any atmospheric nuclear testing series.

d. Each agency will have exclusive use and control of any facility financed and constructed for its exclusive use. Permits for real property use will be issued by the agency/DoD component holding real estate to the requesting activity for sole use facilities. Otherwise, the Agency/DoD component holding title to the land will also hold title to the structures built thereon. Exclusive use facilities no longer required by the owners, when constructed on permitted land of another agency/DoD component, may be either transferred or removed and the site restored in accordance with the terms of the permit.

2. Individual Responsibilities. There exist certain functional areas in which either the DoE or the DoD has a unique capability or is otherwise better able to support the test program outside North American continental limits. These functions will be the continuing responsibility of the agency having the unique capability. That agency shall be responsible for providing for and supporting both the DoE and DoD requirements for nuclear weapons testing in the now prohibited environments. The general functional areas of these responsibilities are listed below. These responsibilities apply only during preparation for, execution of, or demobilization from authorized test operations and shall be provided on a nonreimbursable basis.

a. The DoD shall be responsible for providing:

(1) Transportation support required by both DoE and DoD except for commercial transportation required or used by the DoE which shall be the responsibility of the DoE.

(2) Operational aircraft and naval vessels required for test operations, including required boats, air sampling aircraft, navigational aids, electronic guidance and tracking gear, operating personnel, and equipment and material.

(3) All operational systems for the delivery of nuclear weapons/devices required for nuclear weapon test operations unless otherwise agreed.

(4) All long-haul, air-to-ground, and ship-to-shore communications support, including equipment and required operating personnel except for those DoE signal/command and control facilities required to support DoE technical or scientific projects or instrumentation.

(5) On-site radiological safety and public safety at all locations inside an operational area. The definition of each area and the criteria for radiological safety shall be mutually agreed to by the DoE and DoD.

(6) Security protection at all military installations. The agency agreed to have dominant interest shall provide security protection at the various test site locations and facilities in accordance with DoE and DoD jointly developed security standards. Notwithstanding this, either agency may establish special levels of security protection to comply with its internal security requirements.

(7) Weather data collection.

(C) Final assurance of operational safety for all joint atmospheric nuclear weapons testing.

b. The DoE shall be responsible for providing:

(1) Equipment and personnel required for the assembly, arming, timing and firing of nuclear weapons/devices, including signal systems required to extend timing and firing and count-down services to technical facilities, except in the case of DoD operational system tests and nuclear tactical exercises and as otherwise may be agreed.

(2) Nuclear weapons/devices required in approved test programs, projects or experiments, except in the case of DoD operational system tests and nuclear tactical exercises and as otherwise may be agreed.

(3) Off-site radiological safety and public safety at all locations outside the operational area, such areas to be mutually agreed to by the DoE and the DoD. In the cases of operational system tests and nuclear tactical exercises, this responsibility will be the subject of special agreement.

(4) Nuclear weapon/device yield predictions and yield measurements.

(5) Services for nuclear weapons/devices, source and by-product materials, and special nuclear materials control and custody except for those to be used in DoD operational system tests and nuclear tactical exercises.

(6) Procedures for handling and settlement of all claims resulting from the detonation of any nuclear weapon/device except nuclear weapons in custody of the DoD or nuclear weapons used in connection with DoD operational system tests or nuclear tactical exercises. Handling and settlement of claims not associated with nuclear detonations shall be the responsibility of the agency whose activity resulted in assertion of the claim.

(7) Final assurance of nuclear safety for weapons/devices testing during peacetime, recognizing that both DoE and DoD will be responsible for preparing nuclear safety studies of their proposed tests.

V. FUNDING RESPONSIBILITIES

1. Common base support services furnished by one agency to another shall be reimbursed in accordance with provisions of the Economy Act of 1932 (Section 686 of Title 31, United States Code) or the Defense Retail Interservice Support Manual. Reimbursement shall be waived where the cost of such services is less than \$100 per fiscal quarter.

2. Routine maintenance of all JA facilities will be the responsibility of the DoD. Routine maintenance of all Hawaiian Area facilities will be the responsibility of the DoE. Logistical support, maintenance and operation of equipment, extraordinary maintenance and minor construction in support of these facilities will be the responsibility of the requiring agency.

3. Support identified in paragraph IV-2 above will be provided on a nonreimbursable basis.

4. Except as specified in this MOU, the agency responsible for a test program will normally plan and provide all required program support to include necessary budgeting and funding.

5. Cost of modifications to and subsequent restoration of aircraft, missiles, ships, etc., shall be the responsibility of the agency requiring such modifications, except where restoration to other than the original status is required, in which case such restoration will be subject to separate negotiation. However, in those cases in which modifications would under normal circumstances be accomplished by the owner agency, such modifications shall be the responsibility of that agency. Cost of modifications for joint application shall be determined by separate negotiations.

VI. TERMS OF AGREEMENT

1. This MOU shall become effective immediately upon signature by both parties. It may be modified or cancelled at any time by mutual agreement between both parties or by either party 180 days after delivery of notice of the intention to do so to the other party. This MOU shall be reviewed every 3 years after its effective date.

2. Where funds have been budgeted for or appropriated to support assigned responsibilities under previous agreements or understandings, the agency receiving those funds will continue to discharge these responsibilities until such time as adjustments can be accommodated within budget cycles.

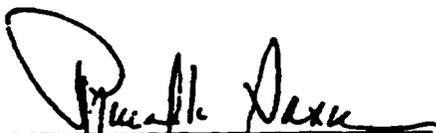
3. This MOU supersedes and cancels the "MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. ENERGY RESEARCH AND DEVELOPMENT ADMINISTRATION AND THE DEPARTMENT OF DEFENSE ON PLANNING AND SUPPORT FOR SAFEGUARD AND CONDUCT OF NUCLEAR WEAPONS TESTS OUTSIDE NORTH AMERICAN CONTINENTAL LIMITS," MAY 1977.

4. This MOU has been written to provide flexibility for meeting changing conditions. Within the framework of the principles and specified exceptions of this MOU, detailed logistic support arrangements for particular locations and situations may be developed by the Director of Military Application and the Director, DNA.

5. This MOU is entered into by and between the DoD, as represented by the Director, DNA, acting for and on behalf of the Secretary of Defense, and the DoE, as represented by the Director of Military Application, acting for and on behalf of the Secretary of Energy.

DEPARTMENT OF DEFENSE:

Date: 4 September 1984



RICHARD K. SAXER
Lieutenant General, USAF
Director
Defense Nuclear Agency

DEPARTMENT OF ENERGY:

Date: 9/24/84



MAURICE J. KATZ
Acting Director of Military Application
Department of Energy