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Memorandum of Agreement
Between the
United States Department of the Interior
and the
United States Department of Energy
for the
Manhattan Project National Historical Park

This Memorandum of Agreement (“Agreement”) is entered into by and between the Secretary of the Interior (“DOI”) and the Secretary of Energy (“DOE”) to implement § 3039 of the Carl Levin and Howard P. “Buck” McKeon National Defense Authorization Act for Fiscal Year 2015 (“Act”), Pub. L. No. 113-291. Among other things, the Act directs the two Secretaries to enter into an agreement governing their respective roles in administering the facilities and areas under the DOE’s administrative jurisdiction that are included in the Manhattan Project National Historical Park (“Park”). In accordance with § 3039(f) of the Act and in partnership with the Secretary of Energy as set forth in this Agreement, the Secretary of the Interior, acting through the National Park Service (“NPS”), will administer the Park in accordance with the Act and this Agreement.

Article I – Background and Purpose

The NPS’s mission is to “promote and regulate the use of the National Park System by means and measures that conform to the fundamental purpose of the System units, which purpose is to conserve the scenery, natural and historic objects, and wild life in the System units and to provide for the enjoyment of the scenery, natural and historic objects, and wild life in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.”

DOE’s mission is to ensure America’s security and prosperity by addressing its energy, environmental, and nuclear challenges through transformative science and technology solutions.

The purposes of the Act are to preserve and protect for the benefit of present and future generations the nationally significant historic resources associated with the Manhattan Project; to improve public understanding of the Manhattan Project and its legacy through interpretation of the historic resources associated with the Manhattan Project; to enhance public access to the Park established under the Act consistent with protection of public safety, national security, and other aspects of DOE’s mission; and to assist DOE, communities, historical societies, and other interested organizations and individuals in efforts to preserve and protect the historically significant resources associated with the Manhattan Project.

The purposes of this Agreement are to identify the facilities and areas under DOE’s administrative jurisdiction that will initially be included in the Park and to establish a broad framework for the management and interpretation of those facilities and areas.

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The Park will initially include DOE-administered facilities and areas identified in the boundary map attached to this Agreement as Exhibit A. In accordance with § 3039(d)(4) of the Act and by modifying this Agreement in accordance with article VIII below, the Parties may in the future include in the Park additional DOE-administered facilities and lands. The Parties understand and agree that in accordance with § 3039(c) of the Act, the Park may include facilities, areas, land, or interests in land not administered by DOE and therefore not subject to the terms and conditions of this Agreement.

Article II – Definitions

As used in this Agreement, the following terms have the following definitions:

“Act” means § 3039 of the Carl Levin and Howard P. “Buck” McKeon National Defense Authorization Act for Fiscal Year 2015 (“Act”), Pub. L. No. 113-291.

“Agreement” means this document, entered into by and between the Secretary of the Interior and the Secretary of Energy in accordance with the Act.

“DOE-administered facilities and lands” means those facilities and land or interests in land under the jurisdiction of DOE that are included in the Manhattan Project National Historical Park, all of which will remain under DOE’s custody and accountability.

“DOE contractors” means those individuals or entities with whom DOE has a legally binding contract, as defined in the Federal Acquisition Regulations, 2.101(b)“Contract”.

“Economy Act” means the Economy Act of 1932, 31 U.S.C. § 1535..

“JOP” means the Joint Operating Plan as identified and defined in provision III.C.3 of this Agreement.

“Park” means the Manhattan Project National Historical Park.

“The Parties” means the DOI or NPS and the DOE, jointly.

“Principal Representative” means an individual or position designated by each party to facilitate overall coordination and cooperation between the NPS and the DOE for this Agreement.

“Site” means a DOE area identified in § 3039(c) of the Act, portions of which are included in the Park by this Agreement. The three DOE Sites identified in the Act are Oak Ridge, Tennessee; Los Alamos, New Mexico; and Hanford, Washington.

“Site Representative” means an individual or position designated by each party at each Site to implement this Agreement and coordinate the operation, maintenance and management of the DOE-administered Park facilities or areas at the Site for the purposes set out in the Act.

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Article III – Responsibilities of the Parties

A. The NPS will, in accordance with the Act:

1. Have decision making authority for the content of interpretation of the Manhattan Project for purposes of administering the Park;
2. Play an appropriate advisory role in preserving the historic resources in the DOE-administered facilities and lands included in the Park;
3. Not later than 30 days after the execution of this Agreement, publish in the Federal Register a notice of the establishment of the Park, including an official boundary map, and maintain that map on file and available for public inspection in appropriate NPS offices;
4. Complete management plans for the Park in consultation and collaboration with the Site Representatives, and with respect to DOE-administered facilities and lands with the concurrence of the Secretary of Energy;
5. Provide technical assistance to the DOE in efforts to preserve and protect the archeologically or historically significant resources, objects, sites and collections associated with the Manhattan Project; and
6. Be responsible for protection, curation, and disposition of any archeological or historic objects or resources acquired by the NPS in furtherance of this Agreement; and
7. In its sole discretion, accept, hold, administer, and use gifts, bequests, and devises for the purposes of the Act and in accordance with 54 USC §101101 and §3039(f)(5)(A)(ii) of the Act.

B. DOE will, in accordance with the Act:

1. Ensure that public access and work undertaken pursuant to this Agreement protect public safety, national security, and other aspects of DOE's ongoing mission;
2. Consult with and provide historical information to the NPS concerning the Manhattan Project, subject to applicable laws, regulations, and DOE requirements and policies;
3. Retain responsibility, in accordance with applicable law, for any environmental remediation or activities relating to structural safety that may be necessary in or around DOE-administered Park facilities and areas;
4. Retain authority and legal obligation for historic preservation and maintenance, including ensuring safe access, in connection with DOE's Manhattan Project resources.

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Consistent with existing Historic Preservation Plans, DOE will protect and maintain all DOE sites, structures, and landscapes included in the Park, as well as associated contributing elements located outside of the Park, in accordance with the requirements of the National Historic Preservation Act. DOE will follow the Secretary of the Interior's Standards for Treatment of Historic Properties. DOE will make every effort to avoid adverse impacts to the Park's resources, values and contributing historic elements. Consistent with existing Historic Preservation Plans, DOE will maintain and preserve contributing elements as if they were included in the Park boundary;

5. In its sole discretion, accept, hold, administer, and use gifts, bequests, and devises for the purposes of preserving and providing access to historically significant Manhattan Project resources;

6. Will determine appropriate access to Park sites on DOE-administered lands and will provide access to NPS personnel consistent with each JOP. DOE will provide NPS staff and volunteers' appropriate and necessary training consistent with each JOP. DOE will provide NPS any appropriate access authorization requirements for NPS staff and volunteers consistent with each JOP;

7. Be responsible for protection, curation, and disposition of any archeological or historic objects or resources currently under DOE's custody or control; and

8. As required by the National Historic Preservation Act, consult with State Historic Preservation Officers on future undertakings related to DOE-administered facilities and lands. DOE may invite NPS for consultation involving DOE-administered facilities and lands. DOE will invite NPS for consultation for DOE-administered facilities and lands listed on the National Historic Landmarks registry.

C. The NPS and DOE further agree as follows:

1. As stated in article I above, the Park will initially include DOE-administered facilities and lands identified in the boundary map attached to this Agreement as Exhibit A. The Parties may in the future include in the Park additional DOE-administered facilities and lands at any of the three Sites consistent with the Act.

2. The Parties agree to manage the Park's resources and values to avoid impairment. Impairment is an adverse impact that would harm the integrity of the Park's resources or values. If the Secretary of Energy determines that, for reasons of national security, DOE must take an action that would impair the Park's resources or values, then the Secretary of Energy, absent an emergency situation, will provide prior written notice to the Secretary of the Interior of the need for and nature of the action and discuss with the Secretary of the Interior ways in which the impacts of the action may be mitigated in order to avoid impairment.

3. The NPS and the DOE will develop and execute a Joint Operating Plan ("JOP") for each Site. The NPS and the DOE will develop the JOPs through their Site Representatives, with concurrence by their Principal Representatives. On an annual basis thereafter, the NPS and

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the DOE will review each JOP and revise it as necessary to further the purposes of the Park and this Agreement. At a minimum each JOP will address:

- a. Normal and emergency Park operations;
- b. Access plans;
- c. Law enforcement;
- d. Interpretive services and activities;
- e. Preparation of public-information products;
- f. Historic preservation activities and responsibilities;
- g. Site-specific safety/security/emergency/evacuation management protocols;
- h. Partnerships and volunteers;
- i. Park operations and maintenance;
- j. Establishing, collecting, managing, and expending fees charged to the public for entrance to or use of DOE-administered Park facilities or areas, using NPS legal authorities as appropriate;
- k. Potential First Amendment activities and requests;
- l. Permitting commercial uses or activities in the Park, using NPS legal authorities as appropriate; and
- m. Coordination of Site Management and Priorities.

4. The Parties will consult with each other on all communications to third parties related to the Park (status, planning, operations, projects, etc.). These communications include, but are not limited to, sharing information with elected officials, stakeholder groups, administration officials, the press, and the general public. The NPS and the DOE will also share with each other information about proposed Park projects, contemplated partnerships, acceptance of donations, funding opportunities, and funding requests to ensure a consistent approach to Park management and compliance with the Act. The Parties agree that the lead agency for preparing individual public-information products will vary depending on the subject matter, except historic interpretation for which NPS will always be lead. Before finalizing any such products, the lead agency will consult with the point of contact for the other agency identified in each JOP.

5. The Parties may use the other Parties' name, emblems, and seals and any other identifiers for Park-management purposes only after consultation with the other party and after obtaining any approvals required by 10 C.F.R. Part 1002, 36 C.F.R. Part 11, or the NPS Graphic Identity Framework.

6. As appropriate, the Parties may loan each other archeological or historic objects or resources for the purposes of education and interpretation.

7. The Parties may enter into contracts or execute additional agreements with each other or with third parties, including interagency agreements under the Economy Act, in order to effectuate the purposes of the Act or this Agreement. The Parties agree to consult consistent with Article III C 4 regarding contracts or additional agreements with DOE contractors.

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8. The Parties will cooperate to investigate and resolve all Federal Tort Claims Act actions filed by third parties arising out of the administration of DOE-administered facilities and lands for Park purposes.

9. The Parties may jointly consult with tribal governments on Park issues related to DOE-administered facilities and lands.

Article IV – Public Access

The parties agree that a fundamental purpose of the Park is to provide for the enjoyment of the Park's resources and values. Consistent with the purposes of the Act, DOE will enable enhanced public access to DOE-administered facilities and lands consistent with the protection of public health or safety, national security, other aspects of DOE's mission, and the preservation and protection of historic resources. The NPS will defer to DOE on all access constraints as well as unscheduled or unannounced changes to public access. Consistent with the Act's requirement to enhance public access, the NPS and DOE agree to a long-term goal of providing access to the Park to all members and segments of the public. The NPS and DOE also agree to strive to make interpretive programs, services, and media accessible to persons of varying abilities.

Article V – Information Sharing

A. The agencies recognize the need to protect any data or information exchanged between them that meet the definitions of classified information, trade secrets, privileged, confidential commercial or financial information, export controlled information, or other information exempt from public disclosure under the Atomic Energy Act of 1954, as amended; the Privacy Act, as amended; the Freedom of Information Act, as amended; the Nuclear Nonproliferation Act of 1978, as amended; the Export Administration Act of 1979, as amended; the Arms Export Control Act, as amended; and any other applicable laws, regulations and procedures.

B. An appropriate DOE classification officer will conduct a classification review before the public release by either party of any information or product associated with interpretation of the technological developments of the Manhattan Project that DOE identifies as potentially classified.

C. DOE will identify technologies that may be controlled from unauthorized export or full public release.

D. If either party provides the other party with non-public information, the information will be clearly marked as such, including the reason for non-disclosure. The receiving agency will not release the information outside the agency without the written consent of the agency providing the information.

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Article VI – Partnerships and Philanthropy

The NPS and the DOE will work together to identify projects, programs, or objectives that may be appropriate for partnerships, cooperative agreements, or philanthropy consistent with the Act and other authorities. The NPS and the DOE may continue existing partnerships or develop new partnerships to support the Park and may enter into separate agreements with individuals or organizations after consulting with the other agency. The DOE will have the lead for agreements that support or provide facility maintenance, improvements or historic preservation to DOE-administered facilities and lands. The NPS will have the lead for agreements that support or provide visitor services and interpretation or deal with Park facilities or areas that are not administered by the DOE. The NPS will also manage any agreements that deal with educational sales related to the Park; provided that the DOE may provide assistance to the NPS for educational sales that relate to DOE scientific and technical education materials.

Article VII – Term and Termination of Agreement

This Agreement will be effective on the date of the last signature below by the Secretaries and will continue in effect indefinitely thereafter.

Article VIII – Periodic Review and Amendment of Agreement

The parties will jointly review this Agreement at least once every 5 years, or sooner if requested by either party. The parties' Principal and Site Representatives will initiate and coordinate the review.

The parties may amend this Agreement at any time by a written instrument executed by the Secretary of the Interior and the Secretary of Energy or their Principal Representatives.

Article IX – Dispute Resolution

If a dispute arises between the parties related to this Agreement then the parties will exercise their best efforts to resolve the dispute at the lowest possible administrative level. The parties' Site Representatives will initially confer and try to resolve the matter. If the Site Representatives are unsuccessful, they will refer the matter to their Principal Representatives. If the Principal Representatives are unsuccessful, they will, as a matter of last resort, refer the matter to the Secretary of the Interior and the Secretary of Energy for resolution.

Article X – Standard Clauses

A. No obligation of funds: Nothing in this Agreement obligates, or is intended to obligate, either party to expend, exchange, or reimburse funds, services, or supplies; transfer or receive anything of value; or enter into any contract, assistance agreement, interagency

