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DEPARTMENT OF STATE (STATE),
DEPARTMENT OF ENERGY (DOE), AND DEPARTMENT OF DEFENSE (DOD)
MEMORANDUM OF UNDERSTANDING (MOU)
FOR RESPONDING TO MALEVOLENT NUCLEAR INCIDENTS
OUTSIDE U.S. TERRITORY AND POSSESSIONS

January 28, 1982

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I. PURPOSE

This Memorandum of Understanding sets forth the responsibilities of STATE, DOE, and DOD with regard to malevolent nuclear incidents involving U.S. Government response outside the U.S. territory and possessions.

II. IMPLEMENTATION

STATE, DOE, and DOD will develop and exchange such additional instructions and operating procedures as necessary to the implementation of this Memorandum of Understanding.

III. SCOPE

This Memorandum of Understanding applies to malevolent nuclear incidents, not involving U.S. nuclear weapons, which occur outside the U.S. territory and possessions where U.S. assistance in responding to the incident has been requested by a foreign government.

IV. ABBREVIATIONS AND DEFINITIONS

Abbreviations and definitions used in this document are in Appendix A.

V. RESPONSIBILITIES

A. STATE

STATE shall have lead responsibility for dealing with U.S. response to a malevolent nuclear incident outside U.S. territory and possessions. In particular, STATE shall:

1. Coordinate and obtain approvals necessary for U.S. assistance.
2. Serve as the U.S. Government point of contact for all U.S. field organization operations.
3. Establish and maintain contacts and coordinate the response with other Federal agencies, as appropriate.
4. Coordinate with the host government and appropriate U.S. agencies, as applicable, to ensure that all reasonable measures are provided for the protection from physical violence of personnel and equipment. On the advice and recommendation and with the assistance of specially trained DOE and DOD teams, ensure that all reasonable measures are provided for the safety of personnel from radiological hazard.
5. Designate a liaison representative to accompany response team personnel to the scene of an incident for the purpose of coordinating with local officials and establishing contact with appropriate technical personnel of the host government.

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6. Promptly notify National Command Authority, DOE, and DOD of the incident.
7. Request assistance from DOE and DOD, as appropriate.
8. Promptly provide DOE and DOD with exact copies of threat messages, drawings, nuclear material samples, or other intelligence related to a threat for scientific analysis and credibility assessment, as appropriate.
9. Promptly provide DOE with all available information pertinent to an assessment of a threat perpetrator's technical capabilities to carry out a threat.
10. Request assistance of special capabilities from other Federal agencies, as appropriate.
11. Coordinate with the host government and U.S. Government agencies to obtain necessary communications, in-country transportation, and other logistical support requirements. (An illustrative list of support requirements is contained in Appendix B.)
12. Establish, maintain contact, and coordinate response with foreign governments.
13. Inform any additional foreign governments concerned and, where appropriate, the International Atomic Energy Agency.
14. Inform the host government's local police authorities and the U.S. Federal Bureau of Investigation (FBI), as appropriate, of information relevant to the possible commission of offenses under local law, U.S. law, or the Convention on the Physical Protection of Nuclear Materials (CPNM).
15. Provide appropriate information to foreign governments and international organizations, as provided for in paragraph 5(3) of the CPNM.

B. DOE

DOE shall provide expert advice and assistance to STATE upon notification of the existence of a malevolent nuclear incident. In particular, DOE shall:

1. Activate the DOE Headquarters Emergency Action and Coordination Team (EACT), as appropriate, to coordinate with STATE and DOD and direct DOE's involvement.

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2. Arrange for any special transportation of DOE equipment and personnel, nuclear materials, and any evidence, as required.
3. Provide, from within existing capabilities, scientific and technical support for assessment, search operations, identification, diagnostics, device access and deactivation, damage limitation, relocation and storage of special nuclear material, source and byproduct material, and any post-incident cleanup necessary.

Such support shall, as appropriate, include:

- a. Analysis of threat messages, nuclear design feasibility, and general credibility.
- b. Prediction as to the size and consequences of potential effects from the malevolent use of nuclear materials.
- c. Prediction of potential contamination zones and radioactivity levels.
- d. Recommendations for evacuation of personnel.
- e. Recommendations for special search techniques.
- f. Operations of special search equipment.
- g. Identification of isotopes.
- h. Diagnostics of suspect object.
- i. Recommendations for special Explosive Ordnance Disposal (EOD) procedures, techniques, and precautions pertinent to the deactivation of a nuclear device.
- j. Identification of radioactive hazards during cleanup activities.
- k. Provision of personnel who are expert in nuclear weapon design, health physics, special detectors, explosives, nuclear materials, arming and firing systems, radiography, transportation and storage of nuclear materials, and hazards prediction and mitigation.

C. DOD

Within the constraints of national security, the DOD shall provide the transportation and satellite telecommunication capability not otherwise provided by STATE and DOE, and shall provide EOD resources. In particular, the DOD shall:

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1. Provide airlift for appropriate Federal agency personnel and equipment to the nearest suitable airfield.
2. Provide EOD personnel, as necessary, in support of U.S. response. Specifically, provide operational military, scientific, and technical support for perimeter access to the device, assessment of deactivation options, and device deactivation. Such support shall include:
 - a. Establishment and conduct of all access and deactivation procedures and all other explosive operations or operations involving explosive devices.
 - b. Provision of personnel who are expert in explosive effects, firing circuit design, radiography interpretation, and access and deactivation technology.
 - c. Acquisition, maintenance, and employment of any special equipment and capabilities to provide the necessary operational military, scientific, and technical support.
3. Provide communications support services for the designated response organization to perform its mission. The extent of these support services will be governed by the incident location, environment associated therewith, type of incident, and the capability of the DOE and STATE to provide such support themselves.

D. JOINT

STATE, DOE, and DOD shall:

1. Coordinate with each other, and STATE shall coordinate with the host government, as appropriate, all proposed press releases related to the incident. Any media or public inquiries of DOE or DOD will be initially referred to STATE for coordination with the host government. Responses to inquiries that involve DOE or DOD assets, capabilities, or personnel will be coordinated with all concerned agencies before release.
2. Where appropriate, identify individuals assigned to fulfill the positions and responsibilities outlined in Section VI. B.
3. Protect all incident information commensurate with the requirements of national security, in accordance with applicable U.S. laws, regulations, and executive orders, and taking into account the views of the host government.
4. Provide for coordinated planning and conduct test exercises for the implementation of incident procedures.

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VI. STANDARD PROCEDURES**A. INITIAL NOTIFICATION**

1. Incidents reported to either STATE, DOD, or DOE shall be immediately reported to the other two agencies.
2. All agencies shall notify, as appropriate, the various branches, offices, or individuals within their jurisdiction about the situation and what actions might be required.

B. POINTS OF CONTACT

1. STATE will designate the senior STATE official to be the overall responsible authority in a malevolent nuclear incident.
2. The DOE Director, EACT, will command the DOE Headquarters Emergency Operations Center (EOC), which will be the DOE point of contact, and the Director, EACT, will assign a DOE team leader for field operations and a liaison officer to the STATE Department.
3. The Director, EACT, after consulting with, and receiving concurrence of, STATE and DOD, will authorize response team personnel to provide required support in a malevolent nuclear incident and will request any needed DOD support.
4. The initial STATE point of contact will be its Operation Center.
5. Points of contact with other involved Federal agencies will be maintained by STATE.
6. The National Military Command Center (NMCC) will be the point of contact to coordinate DOD support.
7. The DOD will designate a senior officer to be the DOD on-scene commander for field operations to interface with the STATE official and DOE team leader.

VII. FUNDING

The military Service or agency providing the necessary assistance will fund such costs, initially, within existing fund availability. Those costs which are in addition to normal operating expenses and which are directly chargeable to and caused by the emergency response will be reimbursed to the military Service or other agencies by the agency making the initial request for assistance from funds obtained through international negotiations with the host government requesting the assistance, as appropriate. Foreign deployment reimbursement will be addressed between STATE and the host government requesting the assistance, as appropriate.

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VIII. BIENNIAL REVIEW

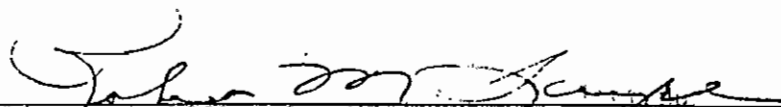
This agreement will be updated at a Biennial Review Conference by representatives from each of the signatory agencies. The Office of the Assistant Secretary for Defense Programs, DOE, will chair and make arrangements for the review conference.

IX. AGREEMENT TERMINATION

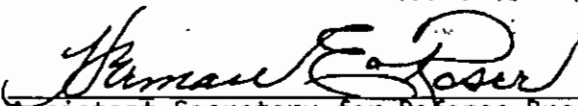
This agreement may be terminated by any party on a 90-day notice, and it may be modified at any time upon agreement.

X. EXPIRATION

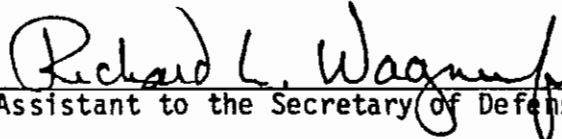
Unless extended or sooner terminated, this agreement will expire on December 31, 1983.



Director, Office for Combatting Terrorism (STATE) 3-31-82
Date



Assistant Secretary for Defense Programs (DOE) 3-12-82
Date



Assistant to the Secretary of Defense (Atomic Energy) (DOD) 5-13-82
Date

This Memorandum of Understanding takes effect on the date of the last signature.

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APPENDIX A

ABBREVIATIONS AND DEFINITIONS

CPNM - Convention on the Physical Protection of Nuclear Materials

DOD - Department of Defense

DOE - Department of Energy

EACT - Emergency Action and Coordination Team

EOC - Emergency Operations Center

EOD - Explosive Ordnance Disposal

NMCC - National Military Command Center

STATE - Department of State

Malevolent Nuclear Incident - The term "malevolent nuclear incident" means any incident involving stolen or lost source materials, special nuclear materials, radioactive byproducts, nuclear weapons/devices of foreign manufacture, improvised nuclear explosives, radioactive dispersal devices, or the unauthorized possession, use, transfer, alteration, disposal, or dispersal thereof, or the credible threat of any of the foregoing.

Source Material - The term "source material" means: (1) uranium, thorium, or any other material which is determined by the Department of Energy pursuant to the provisions of Section 61 of the Atomic Energy Act to be source material; or (2) ores containing one or more of the foregoing materials, in such concentration as the Department may by regulation determine from time to time.

Special Nuclear Material - The term "special nuclear material" means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Department of Energy, pursuant to the provisions of Section 51 of the Atomic Energy Act determines to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

Radioactive Byproduct - The term "radioactive byproduct" means: (1) any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material; and (2) the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Improvised Nuclear Explosive (Device) - Any nonconventional explosive device containing nuclear or radioactive material in combination with explosives.

APPENDIX BILLUSTRATIVE LISTING OF SUPPORT REQUIREMENTS

The following is a typical list of materials, services, authorizations, and other forms of assistance that DOE and DOD may ask STATE's help in obtaining in a nuclear incident location outside the United States. Specifics will vary depending upon the incident.

1. Communications - telephone and teletype lines; radio frequencies and authorizations
2. Vehicles and aircraft
3. Quarters and feeding for DOE and DOD personnel
4. Medical care
5. Consumables - JP-4 fuel, gasoline, compressed gases, etc.
6. Operations Center with office furniture
7. Interpreters
8. Passports/visas (expedited issuance)
9. Meteorology of threat area
10. Maps, drawings, photographs, etc., of threat area
11. Intelligence about threat perpetrators
12. On-scene logistics support coordinator to provide other materials and services, as needed
13. Security guards
14. Secure and nonsecure communications from nearest State legation to CONUS
15. Airport services, unloading equipment, cargo handlers, warehouse/staging area
16. Customs waivers or clearance, both into host country and when returning to United States
17. Authorization to enter with, transport, and store radioactive sources
18. Authorization to enter with, transport, and store explosive disablement devices
19. Coordination with the host government for implementation of damage limitation plan