

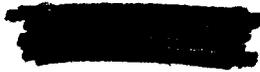
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ATOMIC ENERGY COMMISSION

DEPARTMENT OF THE ARMY

ALBUQUERQUE OPERATIONS

OFFICE, CHIEF OF ORDNANCE

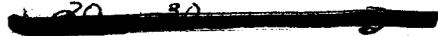


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AEC/AIO - DA/OCO

STORAGE OPERATIONS AGREEMENT

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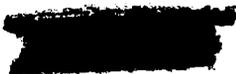
by: Jimmy A. Barrow - 5/31/95

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INDEX

1. The Parties
2. Purpose
3. Definitions
4. General Operation of Sites
 - a. General Control and Responsibility
 - b. Site Construction, Alteration and Improvement
 - c. Safety, Health and Fire Protection
 - d. Accommodations and Supplies for AEC Personnel
 - e. Vehicles
 - f. Property Responsibility and Accountability Generally
 - g. Security
5. Special Provisions Relating to Weapons, Weapons Components and Test and Handling Equipment
 - a. Types
 - b. General Responsibility
 - c. Quantity and Configuration
 - d. Special Test and Handling Equipment - Standard Tools and Equipment
 - e. Storage Inspection and Maintenance
 - f. Quality Assurance
 - g. Modifications
 - h. Spare Parts and Materials
 - i. Transportation Costs
 - j. Reports and Records
 - k. Transfer of Custody
 - l. Readiness Exercises and Maneuvers
6. Term

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AEC/ALO - DA/OCO STORAGE OPERATIONS AGREEMENT

1. The Parties - The parties to this agreement are the Albuquerque Operations Office (ALO) of the Atomic Energy Commission (AEC) and the Office, Chief of Ordnance (OCO) of the Department of the Army.
2. Purpose - The purpose of this agreement is to implement the AEC-Department of Defense (DOD) agreement dated August 3, 1955, dealing with stockpile operations insofar as such AEC-DOD agreement pertains to the operation of Operational Storage Site Yoke (Site) and to delineate the responsibilities of ALO and OCO at the Site.
3. Definitions
 - a. AEC weapons - Weapons based on the use of nuclear energy of which AEC has custody.
 - b. DOD weapons - Weapons based on the use of nuclear energy of which DOD has custody. This category includes:
 - (i) Service weapons - Weapons transferred to DOD by AEC by direction of the President;
 - (ii) Training weapons - Weapons, generally inert, produced by AEC for DOD for purposes of instructions;
 - (iii) Operational suitability test (OST) weapons - Weapons, less special nuclear material, produced for, or custody of which is transferred to, DOD for the purpose of Service evaluation of compatibility with delivery systems; and
 - (iv) Service produced weapons - Weapons, generally less than complete weapons and containing no nuclear components, produced by DOD and retained in DOD custody.

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- c. Storage inspection- A continuing program of periodic non-destructive tests and surveillance to determine that weapons components and assemblies are functioning within specified requirements and are maintained in the desired state of readiness.
- d. Quality assurance - A continuing program of test and evaluation to determine whether weapons, weapons components and ancillary equipment are of satisfactory quality, to determine the degree of conformance to design intent and to determine the status of functional stockpile readiness through the use of storage inspection reports and other checks.
- e. Custody - The legal responsibility for the accounting for and safekeeping of atomic weapons and their components.

4. General Operations of Site

- a. General Control and Responsibility - The Site is to be jointly occupied and operated by AIO and OCO as hereinafter specified. Except as otherwise provided in this agreement, however, OCO shall budget, fund and provide for all supplies, equipment and services, including site administration, necessary to operate and maintain the Site, its facilities and equipment and to handle and store the weapons therein.
- b. Site Construction, Alteration and Improvement - Initial construction necessary to operate the Site, in addition to those military facilities already there, was budgeted and funded for by the AEC and was accomplished through DOD designated agencies. Any subsequent

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additional construction, alteration or improvement jointly determined by AEC and DOD to be necessary for performance of the Site mission shall be constructed on a similar basis and will be budgeted and funded for by AEC/AIO. Additions, alterations or improvements desired solely by OCO shall be budgeted and funded for and accomplished entirely by OCO; however, any modifications affecting the AEC function at the Site will be made only after OCO obtains prior AIO concurrence. All construction funded for by AEC or AIO shall remain the property of AEC and will be capitalized on the books of AIO. AIO will keep detailed accountability records on such construction. Prior approval of AIO will be secured before any facility constructed with AEC funds is converted, retired, transferred or otherwise disposed of except when due to accidental destruction or through fair wear and tear. OCO will report to AEC at such time as any facility is retired for any reason. The accountability records for all equipment funded by AEC shall be maintained by OCO to prevent duplication of effort.

c. Safety, Health and Fire Protection

- (i) Safety - OCO safety standards, specifically ORDM 7-224, shall apply as minimum requirements. OCO directives shall apply as minimum requirements in activities under AEC direction only when concurred in by AIO. OCO will furnish six copies of ORDM 7-224, six copies of all subsequent revisions thereto, and six copies of all OCO safety directives and interpretations of ORDM 7-224 considered by OCO to be applicable to

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site operations to the ALO Director of Health and Safety, automatically as issued. Failure to do so will nullify the AEC requirement to use the OCO standards and AEC/ALO standards will be applied. In cases of hazards associated with nuclear or special source materials, standards of AEC shall apply. These standards shall apply in all activities of the site operation. Any provision of the standards which is unacceptable to ALO must be made known to OCO and vice versa for evaluation as to the effects of its non-application. Any provision of the standards which is considered unacceptable to ALO or OCO must be made known to the other for evaluation as to the effect its non-application will have upon the other personnel or facilities.

- (1) The AEC will furnish OCO information or standards relative to hazards associated with nuclear materials and special source materials. This will be used in development of acceptable site operating standards.
- (2) The responsibility for safety in operations performed by personnel under control of the site CO shall rest with OCO and shall be discharged through the site commanding officer.
 - (a) Accident reports and exposure hours for statistical purposes will be recorded by OCO for OCO personnel in accordance with Department of Army and Ordnance Corps reporting procedures.

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- (3) The responsibility for safety in operations performed by personnel under the control of the AEC manager, including AEC contractor personnel and the interpretation and application of the prescribed safety standards shall rest with AEC and shall be discharged through the AEC manager.
- (a) Accident reports and records of exposure hours required by AEC and AEC personnel will be furnished through AEC channels by the AEC manager.
- (4) One safety representative of each ALO and OCO will conduct jointly periodic safety surveys of all Q area facilities of the site. These surveys are to insure that standards of safety maintained within either AEC or OCO operations do not impose unacceptable risks to the other. These inspections shall be conducted annually, at times mutually agreed upon by the ALO Director of Health and Safety and the designated OCO representative. Other safety surveys may be accomplished independently by AEC and OCO as may be necessary in accordance with the above division of responsibility.
- (5) Joint inspections of all Q area facilities of the site will be conducted as frequently as necessary by the site CO (or his designated representative) and the AEC manager (or his designated representative)

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to insure acceptable standards of safety at all locations.

- (6) Unacceptable parts of OCO safety standards or AEC health physics standards which cannot be resolved by the AEC manager and the site CO will be submitted to OCO and AIO for resolution. This submission will be only in those cases where application or lack thereof is considered to endanger personnel or facilities of either organization.
- (7) OCO shall be responsible for all other safety aspects of the site operation not listed above.
- (8) The site CO and the AEC manager shall be responsible for the safety of employees of their respective organizations. They shall procure and maintain such safety clothing, equipment or devices as may be required for the protection of their employees.
- (9) The AEC manager shall report to the site commanding officer any accident, mishap, incident, or unsafe condition or act involving atomic weapons or military property, personnel or equipment, of which he becomes aware. He shall assist in undertaking corrective action as may be appropriate.
- (10) The Site Commanding Officer shall report to the AEC Manager any accident, mishap, incident or unsafe condition or act involving atomic weapons or AEC site

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operations of which he becomes aware.

- (11) The construction of new facilities at the site and their location with respect to existing structures and facilities shall comply with applicable minimum requirements established in the consolidated criteria for site buildings and facilities entitled "Facilities Required for Storage and Assembly of Atomic Weapons." The high explosives quantity distance standards of the Armed Services Explosives Safety Board will be used as a guide in the siting and explosives loading of all structures. The igloos located on SOD adjacent to the south boundary of site Yoke must be recognized by both OCO and AIO and storage plans will be coordinated to permit best use of facilities in both areas. Criteria regarding special hazards which are developed jointly by AEC and DOD will be applied as applicable to the site.
- (ii) Health - AIO will be responsible with assistance of OCO as required, for industrial health, hygiene and health physics directly related to activities of personnel of AEC and AEC contractors (and will provide health regulations for such activities) while OCO will be responsible for all other industrial health and hygiene at the Site. Health surveys will be accomplished by AIO and OCO in accordance with this division of responsibility. Joint surveys of activities

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which involve the handling of radioactive materials by military personnel or in which they may be exposed to ionizing radiation will be accomplished at times and intervals mutually agreed upon as appropriate to the situations by the AEC/AIO Director of Health and Safety and the appropriate OCO representative. OCO will provide a preventive medical program at the Site, including the conduct of such pre-employment and periodic physical examination for AEC and AEC contractor personnel as are requested by AIO. OCO will also provide medical diagnosis and treatment for AEC and AEC contractor personnel, within the capabilities of the local medical facilities, on the following basis: (A) AEC employees are under the Federal Employees' Compensation Act and are entitled to emergency care and care where the injury or disease is occupational; and (B) AEC contractor personnel will be deemed to be "Designees of the Secretary of the Army" and thereby are likewise entitled to care, in case of emergency or occupational injury or disease. AEC and AEC contractor personnel requiring long-term care will not be hospitalized, however, beyond the reasonable period required to arrange for other hospitalization. OCO will provide AIO with copies of such medical and health records and reports on AEC and AEC contractor employees treated or examined by OCO as may be required for health programs and employees' compensation purposes.

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(iii) Fire Prevention - The primary responsibility for fire prevention and fire fighting shall rest with OCO and be discharged through the Site Commanding Officer. AIO has a concurrent responsibility to maintain fire prevention standards, as established by the Site Commanding Officer, within those structures which it controls, and to assist in Fire protective measures in regard to these structures when requested by the Site Commanding Officer. This responsibility will be discharged by the AEC Manager at the Site.

(1) DA/OCO's responsibilities include:

- (a) Providing and maintaining fire fighting equipment.
- (b) Maintenance of trained fire fighting personnel.
- (c) Instruction of site personnel, including AEC and AEC contractor personnel, in good fire prevention practices.
- (d) Regular fire prevention inspection.
- (e) Keeping current a site fire plan which shall define responsibilities and procedures under the various conditions of emergency which might prevail. Copies of such plans shall be furnished to the AEC Manager at the Site, and to the Manager, AIO.

(2) AEC/AIO has responsibility for:

- (a) Maintaining, in structures to which access is limited by AEC/AIO, a high standard of fire prevention.

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- (b) Periodic examinations of permanently installed fire fighting equipment in such structures and prompt reporting of need for corrective action.
- (c) AEC Manager will cooperate with the Site Commanding Officer to the extent necessary and provide information required to allow the Commanding Officer to maintain an up-to-date Site Fire Plan. AEC personnel may be assigned an active part in such plans and their role, under various conditions of emergency that might prevail, should be outlined in the Site Fire Plan.

(iv) Fire Protection

- (1) For facilities utilized for storage, security, quality assurance, storage inspection, assembly of weapons and fire protection facilities, including fire fighting forces and watchman services, and related items of direct AEC interest, fire protection shall be in accordance with AEC/AIO standard for industrial fire protection and in accordance with OCO standards of fire protection for explosive operations when such facilities are used for the storing or handling of explosive components, but only when they provide greater protection than AEC/AIO standards. Fire protection engineering surveys will be conducted by AEC/AIO engineers as required by AEC regulations.

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- (2) For other facilities, fire protection shall be in accordance with OCO standards. Fire protection engineering studies of such facilities will be conducted in accordance with OCO directives by OCO specialists.
- (3) Fire Protection survey reports will be prepared for each survey. Dissemination of reports and action thereon within the authority of each agency will be in accordance with the established procedures of OCO and AIO respectively.

(v) Other Disasters

The Site Commanding Officer will maintain such disaster plans as are necessary to cope with other emergency and disaster situations. The AEC Manager at the site will support the Site Commanding Officer in developing and maintaining these plans in current status. AEC and AEC contractor personnel at the site may be assigned specific responsibilities in executing such plans and will comply upon activation by the Commanding Officer.

- d. Accommodations and supplies for AEC personnel - Assignment of personnel of the AEC and its contractors and of the dependents of such personnel to family housing reserved for AEC use shall be the responsibility of AIO; provided, that these personnel and dependents shall be subject to administrative regulation as tenants by DA/OCO. Such personnel and dependents shall pay for these

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accommodations on the same basis as military personnel at the Site. The family housing reserved for AEC use shall be agreed upon from time to time by AIO and OCO as housing may become available or the need varies. BOQ facilities will be assigned when available to AEC and AEC contractor personnel without regard to time limitations on tenancy. Mess, PX, and commissary privileges will be extended to these personnel in accordance with military regulations. Dependent personnel of AEC and AEC contractor personnel will be granted access to Site Administrative areas on the same basis as dependents of military personnel.

DA/OCO will provide and fund for all administrative supplies, equipment, materials and services necessary for AEC and AEC contractor operations at the Site including telephone and TWX toll charges in connection with official AEC messages but excluding forms, letterheads, etc., peculiar to AEC operations. AIO will provide OCO with such budget justifications as OCO may request in order to furnish these supplies, equipment, materials and services. Notwithstanding any other provision herein, if OCO is unable for any reason beyond its control to furnish AIO with any supplies, equipment or materials for which OCO has procurement and funding responsibility hereunder, then AIO may furnish and fund for them directly.

- e. Vehicles - OCO will be responsible for the administration and operations of Site motor pools and for the dispatch of all vehicles and handling equipment at the Site. OCO shall maintain these vehicles

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and equipment and shall test operators for, and issue, Government Operator's Permits required for the operation of the vehicles and equipment. OCO will accept validity of current AEC Operator's Permits. AIO will control the movement of vehicles and equipment dispatched to personnel of AEC and its contractors at the Site and will assure that each operator thereof has a Government Operator's Permit, (AEC or Military). AIO will also assure that Site regulations concerning dispatch, operation, and preventive maintenance by operators are complied with in connection with such vehicles and equipment; provided, that where a vehicle involved in an accident is operated by personnel of AEC or its contractors, accident reports and claims arising out of such operation will be handled by, and in accordance with the procedures of, AIO. As between AEC and DOD, AEC will defend or otherwise handle and be responsible for all claims and litigation against the Government which arise out of the operation of these vehicles by AEC or AEC contractor personnel except to the extent that liability arises out of OCO's maintenance of the vehicles or fault in the vehicles themselves.

- f. Property Responsibility and Accountability Generally - All DOD property, including vehicles and handling equipment, which is lost, damaged or destroyed, other than through fair wear and tear, while being used by AEC or AEC contractor personnel shall be subject to report of survey procedures as prescribed by DA. However, such personnel shall not be charged for such loss,

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damage or destruction except where caused by such personnel's gross negligence or where the loss, damage or destruction occurs during an unauthorized use of the property. In a situation involving gross negligence or unauthorized use, the matter will be forwarded to ALO for review and if concurred in, for appropriate assistance in effecting collection. Normally, AEC or its contractors will not be charged for loss, damage or destruction of or to DOD property, nor shall DOD or any of its agencies be charged for loss, damage or destruction of or to AEC property or property of AEC contractors. All equipment items funded for by ALO shall remain the property of AEC; however, the detailed accountability records shall be maintained by OCO. Prior approval of ALO will be secured before any accountable equipment item is retired, transferred or otherwise disposed of except when due to accidental destruction or through fair wear and tear. Upon request or when requiring replacement equipment, items will be returned to AEC/ALO. OCO will report to ALO at such time as any accountable item is dropped from its records.

g. Security

- (i) OCO will be responsible for obtaining and/or providing the physical protection of the site. The Site Commanding Officer will be responsible for the enforcement of the control measures necessary to insure such protection.
- (ii) DA/OCO will establish security standards and procedures in coordination with ALO to assure compatibility with AEC custodial responsibility.
- (iii) The ALO will establish access requirements and approve entry into "A", "C", and "S" structures and other AEC

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occupied structures. Such access requirements will provide for access to these structures by the Site Commanding Officer or his properly authorized representatives, during emergency situations. The Site Commanding Officer will have discharged his responsibility for security of the interior of these structures by the prevention of unauthorized entry. When these structures are occupied by AEC personnel, AIO will be responsible for insuring that only authorized persons are present in the structure.

- (iv) The Site Commanding Officer will be responsible for providing upon request of the AEC Manager, physical protection for classified AEC materials when being moved between the site and rail or air head and during loading or unloading operations at such locations. The movements will be operated as military convoys under the command of Site Commanding Officer or his representative, with the AEC Manager or his representative, accompanying the military convoy commander in order to maintain his custodial interest and to act as a technical advisor on matters affected by AEC policy or procedures. In such instances the Site Commanding Officer will be responsible for the security of the movement. The Site Commanding Officer and AEC Manager, shall, where necessary, draw up mutually acceptable standard operating plans covering the details of responsibilities, duties, procedures and

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UNCLASSIFIED

authorities under normal and emergency conditions. When the AEC Manager has not requested assistance from the Site Commanding Officer for such a movement of AEC materials, AIO will be responsible for security of the movement. The AIO will be responsible for security of movement of AEC materials, in the custody of AEC, between AEC installations and sites or between sites, except as provided above in this paragraph. The DOD will be responsible for security of movement of classified material in custody of the DOD.

- (v) Classified information including Restricted Data will be exchanged between AIO and its contractors on the one hand and OCO and its contractors on the other, to the extent necessary for the performance under this agreement; provided that in the course of this exchange access to such information shall be given only to individuals authorized to receive classified information of the classification involved. An employee of OCO or its contractors or a member of the Armed Forces is not authorized to receive Restricted Data from employees of the AIO or its contractors except in accordance with the procedures prescribed in AEC Manual Chapter 2318. OCO will certify to the AIO under the provisions of Chapter 2318 such OCO personnel and personnel of its contractors as OCO or AIO desire to receive Restricted Data directly from AIO or AEC/AIO contractor employees. Upon certification by AIO of a need-to-know, OCO will honor AEC clearances for

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access by employees of AIO or its contractors to classified information under the control of OCO.

(vi) OCO will be responsible for the safeguarding of all Restricted Data and other classified information received or developed by OCO or its contractors under this agreement. Such safeguarding shall be in accordance with applicable DOD regulations. The AIO will be responsible for the safeguarding of all Restricted Data and other classified information received by AIO or its contractors from OCO or its contractors under this agreement. Such safeguarding will be in accordance with applicable AEC regulations.

(vii) AIO and OCO representatives will conduct joint and/or independent surveys of security operation at the site as mutually agreed on. The result of the joint survey will be written prior to the inspectors leaving the site.

5. Special Provisions Relating to Weapons Components and Test and Handling Equipment

a. Types - The Site will primarily be used for the storage and handling of AEC weapons and components. However, DOD weapons and components may be stored there to the extent mutually agreed by the parties. Initially, the last two rows of igloos, consisting of eighteen (18) igloos, will be allocated to DA/OCO for the storage of DOD weapons, including service designed and developed components. Subsequent adjustment of this allocation of storage space will be effected as mutually agreed to by AIO and OCO.

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- b. General Responsibility - In dealing with weapons at the Site, the guiding principle for both AIO and OCO will be that such weapons must be maintained in the necessary state of readiness for military use. For AEC weapons, the primary responsibility for functional readiness shall be AIO's⁺; for DOD weapons such responsibility shall be OCO's. AEC weapons and components shall be procured and funded for by AEC as will DOD service weapons and components produced by AEC. DOD training and OST weapons and components will be procured by AEC but funded for by DOD. Service produced weapons and components will be procured and funded for by DOD.
- c. Quantity and Configuration - AIO shall, with the advice and assistance of the DOD, determine the configurations in which AEC weapons will be stored. DOD will determine the quantity of AEC weapons at the Site to be held in each of these configurations. OCO will perform the assembly and disassembly operations incident to transition from one configuration to another.
- d. Procurement of normal tools, test and handling equipment in assembly and disassembly of weapons will be funded by DOD. All special tools, test and handling equipment required for site operations and/or modifications of AEC (produced) weapons (less training) will be procured and funded by AEC. Tools and equipment required for modification of training weapons, whether AEC or DOD, will be procured by AEC and funded by DOD.

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- e. Storage Inspection and Maintenance - Storage inspection will be conducted in accordance with technical manuals and instructions prepared by AEC, in coordination with DOD and issued to DOD for further military distribution. For AEC weapons non-nuclear inspections will be programmed and scheduled by OCO in collaboration with AIO. AIO will prescribe the maximum inspection time intervals and may from time to time request a specific inspection for specific weapons. Conversely, nuclear inspection will be programmed and scheduled by AIO in collaboration with OCO. OCO will perform the non-nuclear inspection with the assistance, as requested, of AIO and AIO will perform the nuclear inspections with OCO assisting as requested by AIO. All operations concerning nuclear components will be witnessed by an OCO designated nuclear inspector. For DOD Service weapons OCO will program, schedule and perform all storage inspection, both non-nuclear and nuclear, with the assistance of AIO as requested, except that AIO will prescribe the maximum inspection time intervals for AEC designed weapons and may from time to time request OCO to make a specific storage inspection. Maintenance responsibility, as between AIO and OCO, shall follow and be the same as the responsibility for inspection as set forth above. The AIO will provide the inspection forms, packaging sheets, blueprints and drawings necessary for OCO maintenance and inspection of AEC weapons. Pertinent technical data obtained from inspections

UNCLASSIFIED

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will be furnished by AIO and OCO to the other, provided that AIO will be furnished complete reports of all inspections performed by OCO on AEC weapons.

f. Quality Assurance - AIO will program, schedule and perform all quality assurance inspections for AEC weapons. Specifications used by AIO for quality assurance will be compatible with AEC approved specifications issued by DOD. For DOD weapons, quality assurance will be accomplished on an exchange basis. All operations involving nuclear components will be witnessed by an OCO designated nuclear inspector. For the purpose of quality assurance AIO shall have access to OCO inspection, maintenance and modification operations involving AEC weapons or components. OCO likewise shall have access to AIO quality assurance operations at the Site. AIO will provide OCO with pertinent quality assurance inspection data to aid in its maintenance modification and inspection functions.

g. Modifications - Modifications will be performed both at the Site and at AEC production and modification facilities. The determination that a modification will be performed at the Site or at one of the production or modifications facilities shall be made by AIO and FC/AFSWP in coordination with OCO after considering the magnitude of the modification, capabilities of the Site and the economics involved.

Modifications at the Site will be performed in accordance with technical procedures prepared by AEC and coordinated with DOD.

-20- UNCLASSIFIED

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Non-nuclear modifications will be programmed by AIO and Field Command, AFSWP, in coordination with OCO (OAC), for AEC and DOD weapons (Service and OST not transferred to DOD). OCO (OAC) will prepare the detailed modification work schedules. Non-nuclear modifications on these weapons will actually be accomplished by OCO (OAC) with AIO providing technical and engineering assistance as requested. Normally, nuclear modifications will not be performed at the Site. When they are performed at the Site, however, AIO will program, schedule and perform such modifications in collaboration with OCO (OAC). Regardless of whether the modifications are on AEC or DOD weapons or ancillary equipment or on test and handling equipment, special tools, materials and equipment required for such modifications at the Site will be procured by AIO except in the case of modifications of service produced weapons and their ancillary equipment. Such special tools, materials and equipment shall be funded for by AIO in the case of modifications to AEC weapons and components and their ancillary equipment and to DOD weapons, components and ancillary equipment, produced by AEC (including OST weapons prior to transfer to DOD) except for training weapons and OST weapons after transfer to DOD, together with their ancillary equipment. Special tools, materials and equipment required for modifications to test and handling equipment shall be funded for by OCO.

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- h. Spare Parts and Materials - Spare parts and materials for the maintenance and repair of all (both AEC and DOD) weapons, weapons components, ancillary equipment, special test and handling equipment and special tools used for weapon modification and quality assurance will be procured by ALO except in the case of service produced weapons, components and equipment. Of these spare parts and materials procured by ALO, ALO will fund for those used in connection with AEC weapons and components and special tools and equipment used for weapon modification and quality assurance. In the case of DOD weapons and components which were AEC produced, and for special test and handling equipment for such weapons, funding for spare parts and materials will be by ALO.

In the case of DOD weapons and components which were service produced, and in the case of special test and handling equipment for such weapons, funding for spare parts and material will be by OCO.

- i. Transportation Costs - Each party to this Agreement will bear Commercial transportation and courier costs for the movement of their weapons and components and other material necessary to their respective missions as follows:
- (i) AEC weapons and components and material necessary to AEC mission-by AEC
 - (ii) DOD weapons and components and material necessary to OCO mission - by DOD (OCO).
 - (iii) Weapons exchanged for quality assurance or other purposes at request of AEC - by AEC.

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(iv) AEC weapons returned for retirement - by AEC.

j. Reports and Records - In addition to reports dealt with in other portions of this agreement, the following reports and records will be prepared and maintained as indicated:

(i) The Stockpile Change Report will, for AEC weapons, be prepared by AIO in accordance with applicable AEC-AFSWP records manuals and will be coordinated with OCO. Copies will be furnished to OCO as required. For service weapons the Report (Operational Change Report) will be prepared by OCO.

(ii) Inventory books for AEC weapons will be prepared by AIO with a copy furnished to OCO. The physical inventory will be accomplished jointly by AIO and OCO at intervals to be mutually agreed upon.

k. Transfer of Custody

(i) The determination that weapons are technically satisfactory for full release and transfer to DOD is the responsibility of AEC. When necessary, weapons determined to be not yet technically satisfactory for full release may be transferred to DOD for dispersal or deployment with the establishment of mutually satisfactory arrangements to insure their technical suitability for use.

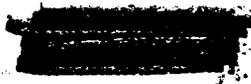
(ii) Custody of DOD weapons shall be transferred to OCO by AIO at the request of and in the number specified by AFSWP; provided that at no time shall the number transferred to all of DOD including OCO exceed the total quantity authorized by the President.

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- (iii) Custody of AEC weapons may also be transferred to OCO by ALO under established AEC-DOD emergency release procedures.
- (iv) ALO will exchange AEC weapons or components for DOD service weapons or components; (a) to replace weapons or components no longer operable; (b) to return operable weapons or components to AEC for surveillance or as requested by ALO; (c) to exchange operable weapons or components for which a military requirement no longer exists for similar weapons or components of a later type; and (d) to return operable weapons or components to AEC for the performance of modifications for which AEC is responsible. Under some circumstances, custody of the AEC weapon may be transferred to OCO prior to the return of the DOD weapon to ALO; provided that, this does not at any time result in exceeding the total quantity of weapons authorized to be in the custody of DOD by the President.
- (v) The normal point of transfer of custody or exchange of weapons (other than training and OST weapons) shall be at a point within the Site.
- (vi) OCO Operational Suitability Testing (OST) weapons now in AEC custody will be transferred to OCO up to the total quantity programmed for OCO use.
1. Readiness Exercises and Maneuvers - The conduct of readiness exercises and maneuvers of weapons at and from the Site shall

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be in accordance with the principles and procedures outlined in the agreement between ALO and FC/AFSWP dated August 31, 1956, on this subject. ALO will deal with OCO through FC/AFSWP in the determination of the number of weapons to be authorized for readiness exercise and maneuver use and rework costs resulting from such use.

- 6. Term - This agreement becomes effective on the date of the last signature below and continues in effect until terminated by mutual agreement of the parties or by either party upon ninety (90) days notice to the other.

ALBUQUERQUE OPERATIONS OFFICE

ATOMIC ENERGY COMMISSION

BY: George P. Kraker
Assistant Manager for Inspection
and Storage

DATE: FEB 14 1958

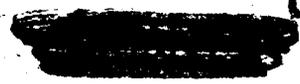
OFFICE, CHIEF OF ORDNANCE

DEPARTMENT OF THE ARMY

BY: [Signature]

TITLE: Maj Gen, USA

DATE: FEB 29 1958



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