Joint Agreement

and Supplement to the July 29, 1986, Joint Agreement

between

Department of Natural Resources
Division of Geological and Geophysical Surveys

and

Department of the Interior Minerals Management Service

on the Establishment of a Core and Well Sample Processing Laboratory at Eagle River, Alaska

Background Information

The U.S. Minerals Management Service (MMS) and the Alaska Division of Geological and Geophysical Surveys (ADGGS) are the primary agencies for subsurface geological and geophysical data collection and analyses for their respective governments. Activities conducted by these agencies include sampling consolidated and unconsolidated materials, onshore and offshore. Once these samples are analyzed, they are stored for future reference and generally become public information. Examples of such materials include cores and rotary drill bit cuttings from oil wells, cores from onshore exploration activities, fossil collections, rock samples, sediment samples, water and hydrocarbon samples, and mineral collections. These collections, which have values measured in hundreds of millions of dollars, are presently stored in a variety of locations and public access by the scientific and industrial communities is sometimes difficult. These materials are in various states of preservation, often in very short supply and high demand, and often have not been completely analyzed. An on-site laboratory will facilitate such analyses with the materials still under the control of the repository. It will also help visiting members of the scientific community. It is the purpose of this joint agreement to provide accessible and centralized storage of geological materials, and a laboratory for some preparation purposes, so that they may become more readily available to individuals or agencies interested in the geology of the State of Alaska and the Federal waters offshore.

The Alaska Geological Materials Center (AGMC) at 18205 Fish Hatchery Road, Eagle River, Alaska, has been determined to fulfill the purposes of this agreement and will serve as the physical location. This agreement amplifies the existing agreement between the MMS and

ADGGS dated July 29, 1986, concerning the archival of OCS well samples and geologic field data, to now include an on-site laboratory.

Statement of General Understanding and Agreement

Therefore, it is mutually agreed that ADGGS and MMS will provide a scientific and public service by establishing a geological sample processing laboratory at Eagle River, Alaska, effective the date of this agreement, to the extent their respective personnel and resources permit. This agreement defines the respective areas of responsibilities and functions which are to be coordinated to best serve the needs of resource managers, the Alaska scientific and industrial communities, and the State and Federal governments.

Conditions and Expectations of the Agreement

Functions and responsibilities of the Alaska Division of Geological and Geophysical Surveys are as follows:

- Provide space within the existing building at Eagle River with electricity, water, heat,
 and general maintenance of the facility.
- II. Provide overall coordination of the program under mutually agreed upon goals and objectives, and exercise authority over what types of chemicals (and amounts thereof) will be used in the laboratory.
- III. Provide staff to assist in cataloging and curating geologic materials, maintaining and/or upgrading the paleontological slide collection, and in general receiving the public, as funds and availability of positions and personnel permit.

- IV. Provide accessory scientific equipment such as microscopes to be used for study and inspection of geologic materials by the public insofar as availability of such equipment and/or funds permit.
- V. Accept equipment from MMS and account for it following applicable State of Alaska property accountability and disposal rules.
- VI. Provide initial laboratory installation costs not to exceed \$5,000.

Functions and Responsibilities of the U.S. Minerals Management Service are as follows:

- I. Provide core and other samples which are appropriate for the purposes of this agreement and the original agreement, predominantly nonproprietary processed and unprocessed subsurface petroleum exploration samples, processed foraminifera slides, palynology slides, petrographic thin sections, etc. from the Outer Continental Shelf (OCS) in Alaska, other Alaskan exploratory wells, and geologic field program samples.
- II. Provide designee for coordination of program, goals, and objectives. Initially, the Supervisor, Paleontology and Stratigraphy Unit, Resource Evaluation, or his/her assigned personnel, will be designated as MMS coordinator.
- III. Provide staff to assist in cataloging and curating geologic materials, processing well samples, and restoring archive material, as funds and availability of positions and personnel permit.
- IV. Transfer by U.S. Standard Form 120, primary and accessory scientific equipment, such as fume hoods, sinks, hot plates, lab sinks, centrifuges, scales, glass and

polypropylene labware, microscopes, etc. to be used for the study and inspections of archived geologic materials by the public insofar as availability of such equipment and/or funds permits.

Qualifications

- 1. Nothing in this joint agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.
- 2. Each party agrees that it will be responsible for its own acts and the results thereof and each party shall not be responsible for the acts of the other party; and each party agrees it will assume to itself risk and liability resulting in any manner under this agreement.
- 3. No member of Congress, or Commissioner, shall be admitted to any share or part of the agreement or to any benefit that may arise therefrom.
- Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
- 5. Nothing herein is intended to conflict with Federal, State, or local laws or regulations.
 If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
- 6. Policy and position announcements relating specifically to this cooperative program may be made only by mutual consent of the agencies.
- All signatory agencies/organizations shall meet jointly on an annual basis to discuss matters relating to this agreement and the agreement dated July 29, 1986.

- 8. The effective date of this agreement shall be the date of final signature.
- 9. This joint funding agreement shall automatically renew itself annually. However, any signatory agency/organization may prematurely terminate its participation in this agreement by providing to all parties notice in writing 30 days in advance of the date on which its termination becomes effective.
- 10. A free exchange of research and assessment data between (among) agencies is encouraged and is necessary to insure the success of these cooperative studies.
- 11. Any material published or data acquired as a result of this cooperative program may be reproduced with credit given to the agency(ies) or organizations responsible for the development of the material.

Approving Signatures

Division of Geological and

Thomas E. Smith

State Geologist and Director Regional Director Minerals Management Service Geophysical Surveys Barbara J. Wiley Chief, Property Management Branch Minerals Management Service Herndon, VA

Kathy Mosher

Anchorage

Alaska Administrative Satellite Office

Minerals Management Service

Chief

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United States Department of the Interior

MINERALS MANAGEMENT SERVICE ALASKA OCS REGION

Mailing Address: P.O. Box 101159 Anchorage, AK 99510

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RECEIVED Resource Evaluation

AUG 1 3 1986

U.S. Dept. of the Little Minerals Management 200 Alaska CCS Region

Memorandum

To:

Regional Supervisor, Field Operations Regional Supervisor, Resource Evaluation

From:

Regional Director, Alaska OCS Region

Subject: Nonproprietary Well Samples

Attached is a copy of a signed agreement transferring to the State our nonproprietary well samples. We are pleased that this long standing problem is finally being resolved.

With this action comes the additional responsibility and monitoring task to insure that only nonproprietary well samples get transferred to the State. Your staff should be thoroughly briefed on the importance of monitoring expiration dates, records keeping, transmittal, and actual delivery of the samples.

Available nonproprietary samples can be boxed and transferred at your discretion. Prepare a draft sample transfer form for our review.

Alan D. Power

Alan D. Powers

Attachment

Copies - Ron Turner 8/13/82 Frank Neary

AGREEMENT BETWEEN MINERALS MANAGEMENT SERVICE AND

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGICAL AND GEOPHYSICAL SURVEYS

Purpose: This agreement is for the purpose of transferring to the State of Alaska nonproprietary Outer Continental Shelf (OCS) well samples.

Objectives and Conditions:

The overall objective of the agreement is to make available to interested parties well samples for geological study. Since the State of Alaska has an established well-sample facility at Eagle River, Alaska, it is logical to store all well samples at a single facility for ease of inspection by the public. Upon signing this agreement, the Minerals Management Service agrees to transfer to the State of Alaska approximately 86 cubic feet of nonproprietary well samples and core chips. From time-to-time as other samples become available, other sample transfers will be made. The 86 cubic feet of samples currently available represents 10 years of OCS drilling activity, so expected volume for future transfer is relatively small.

Upon signing this agreement, the State of Alaska agrees to accept the well samples and core chips and to store the samples and make them available for public inspection.

AUTHORIZATIONS:

Esther C. Wunnicke

Commissioner

Department of Natural Resources

Alan D. Powers

Regional Director

Alaska OCS Region

Minerals Management Service