



U.S. Department of Energy National Training Center

RANGE USE AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER AND

(NAME OF DOE OFFICE, USER AGENCY, OR MILITARY DEPARTMENT)

I. BACKGROUND

The mission of the United States Department of Energy (DOE) National Training Center (NTC) is to ensure the safe, efficient, and effective training of Safeguards and Security (S&S) personnel throughout DOE who are, or may become, involved in the protection of vital national resources. A large percentage of the DOE's training program comprises firearms and tactics. This type of training is conducted at the DOE NTC's Live Fire Range (LFR) and Integrated Safety and Security Training and Evaluation Complex (ISSTEC). Other training facilities are available on the NTC Main Campus.

II. PURPOSE

The DOE NTC and _____
(Unit/Subdivision)

enter into this Range Use Agreement (RUA) to set forth an agreement by all parties pertaining to the safe use and scheduling of the NTC LFR, ISSTEC, and Main Campus Gymnasium. This agreement does not apply to the Live Fire Shoot House for live fire operations; this is governed by a separate agreement.

III. AUTHORITY

The authority for entering into this RUA is the Department of Energy Organization Act, (Pub. L. No. 95-91, as amended, 42 U.S.C. 7256), Atomic Energy Act of 1946 (Pub. L. 83-703, as amended, 42 U.S.C. 2011 et seq.), and _____
(Name of Agency's Legal Authority)

IV. POLICY

This agreement sets forth general policy and liability for the safe use and scheduling of the NTC LFR, ISSTEC, and Main Campus Gymnasium. This agreement does not permit the use of the Live Fire Shoot Houses; a separate agreement is available upon request.

V. RULES AND PROCEDURES

A. The DOE NTC agrees to the following rules and procedures:

1. LFR

- a. The NTC will authorize use of the LFR and specified facilities on a space-available basis.

- b. When training must be cancelled by the user agency, the user agency is responsible for canceling the reservation via the NTC website at the earliest possible date.
 - c. The NTC LFR Administrative Assistant, upon request, will provide copies of PFT-SOP-644, *Live Fire Range Operations*, and other requirements listed below and changes made thereto. (PFT-SOP-644 is available on the NTC website.)
 - d. The NTC will extend the use of the NTC paramedic service when on duty for regular NTC training operations.
 - e. The NTC LFR Administrative Assistant will be the point-of-contact for scheduling range use, coordinating or ensuring completion of the Live Fire Range Briefing, and resolving scheduling conflicts.
 - f. The NTC can provide Main Campus classroom facilities on a scheduled, space-available basis. This process is separate from range scheduling and is controlled by the NTC Facilities Operations Department.
2. ISSTEC
- a. The NTC will authorize use of the ISSTEC on a space-available basis.
 - b. When training must be cancelled by the user agency, the user agency is responsible for canceling the reservation via the NTC website at the earliest possible date.
 - c. The NTC LFR Administrative Assistant, upon request, will provide a copy of PFT-SOP-643, *ISSTEC Operations*, and other requirements and changes made thereto. (PFT-SOP-643 is available on the NTC website.)
 - d. The NTC will extend the use of the NTC paramedic service when on duty for regular NTC training operations.
 - e. The NTC LFR Administrative Assistant will be the point-of-contact for scheduling ISSTEC use, coordinating or ensuring completion of the ISSTEC Use Briefing and resolving scheduling conflicts.
 - f. The NTC can provide Main Campus classroom facilities on a scheduled, space-available basis. This process is separate from ISSTEC scheduling and is controlled by the NTC Facilities Operations Department.
3. Main Campus Gymnasium
- a. The NTC will authorize use of the Gymnasium on a space-available basis.
 - b. When training must be cancelled by the user agency, the user agency is responsible for canceling the reservation via the NTC website at the earliest possible date.
 - c. The NTC LFR Administrative Assistant will be the point-of-contact for scheduling Gymnasium use, coordinating or ensuring completion of the Live Fire Range Use Briefing and resolving scheduling conflicts.
 - d. The NTC can provide Main Campus classroom facilities on a scheduled, space-available basis. This process is separate from Gymnasium scheduling and is controlled by the NTC Facilities Operations Department.

B. The _____
(Unit/Subdivision)

As the user agency, agrees to the following rules and procedures:

1. LFR

- a. During normal business hours, all lead instructors must sign in/out on the Range Use Sign in/Sign out Sheet (see PFT-SOP-644, *Live Fire Range Operations*) in Building 099. Before and after training, all lead instructors also must sign the Range Use Log (see PFT-SOP-644) at each range(s) used and provide all required information.
- b. The NTC has not made any warranty, express or implied, (a) with respect to the condition of the LFR, (b) that the user agency's use of the LFR will not result in injury or damage, (c) that the user agency's use of the LFR will accomplish the intended objectives, or (d) that the LFR is safe for any purpose, including the intended purpose. **The user agency accepts liability for its actions while using the LFR.**
- c. If the user agency either fails or refuses to abide by any of DOE rules, procedures, or regulations, then the NTC Director may revoke permission to continue to use the LFR. **At no time are engagement simulation system (ESS) weapons or ammunition permitted on the LFR premises.** Other prohibited articles are listed in PFT-SOP-644.
- d. The user agency will provide points-of-contact (POC) for LFR use and scheduling coordination. The user agency POCs will attend the annual Live Fire Range Briefing and will acknowledge, by signature that they have read, understand, and will comply with PFT-SOP-644.
- e. The user agency must provide the Rangemaster with a risk analysis report (RAR) that describes proposed activities (e.g., testing or research and development) that are not covered by PFT-SOP-644 or the LFR RAR. This information must be provided not less than three months in advance, unless NTC grants an extension in order for the user agency to file the RAR at a later date.
- f. The user agency must provide a letter of certification listing all certified instructors and Emergency Medical Service providers certified in first aid, CPR, and treating gunshot wounds and identified on the certification letter. In the event of any changes to user agency personnel, the NTC LFR Administrative Assistant must be notified in writing.
- g. The user agency will provide their own ammunition, targets, and associated training equipment.
- h. The user agency will provide required personal protective equipment (PPE) as prescribed in PFT-SOP-644 and enforce its proper use.
- i. The user agency will request range or facility use via the NTC website not more than three months in advance. This request should include a brief description of the type of activities that will be conducted.
- j. The user agency will instruct all personnel using the LFR facilities that the NTC weapons-cleaning facility is not available for use and that all weapons must be

cleaned at a location other than the LFR.

- k. The user agency will designate an individual who will be present during each range use and will be accountable for (1) preventing any improper disposal of live ammunition in LFR trash containers, and (2) ensuring the range is clean (including brass clean-up).
 - l. The user agency will designate an individual to ensure weapons are safe, cleared, and inspected upon completion of training.
 - m. The user agency will record the caliber, projectile weight, and manufacturer of all ammunition expended at the LFR on the Range Use Log at each individual range.
 - n. If the user agency requires the use of the LFSH for walk-through demonstrations or practice with unloaded weapons or training aids (as defined in PFT-SOP-644), then they must coordinate those activities with the Rangemaster.
 - o. The user agency must report any significant event (as defined in PFT-SOP-644) to the Rangemaster. In response, the NTC will conduct a review before allowing further use of the LFR facility. The user agency agrees to cooperate with this review process and provide a detailed incident report that identifies causal factors and corrective actions taken to minimize the likelihood of similar incidents.
 - p. The user agency will report, replace, and/or repair any LFR property that is lost or damaged through negligent use or misconduct. Any such repair or replacement must be completed to DOE's level of satisfaction.
2. ISSTEC
- a. The ISSTEC is designed to simulate an operational facility for the purposes of training, demonstrations, rehearsals, exercises, testing, and evaluation. Training activities involving force-on-force and/or deadly force scenarios are conducted only and exclusively through the use of approved ESS that include dye-marking cartridges (DMC), multiple integrated laser engagement systems (MILES), Hybrid MILES/DMC, and Airsoft™.
 - b. Any other ESS proposed for use must be approved by the NTC Director or designees.
 - c. If the user agency either fails or refuses to abide by any of said rules, procedures, or regulations, then the NTC Director may revoke permission to continue to use the ISSTEC. **At no time are live fire weapons or ammunition permitted on the ISSTEC premises.** Other prohibited articles are listed in PFT-SOP-643, *ISSTEC Operations*.
 - d. During normal business hours, all lead instructors must sign in/out on the ISSTEC Sign-In/Out Sheet (see PFT-SOP-643) in Building 9825I, Entry Control Facility.
 - e. The user agency accepts the ISSTEC in its existing state (i.e., "as is"). The DOE NTC has not made any warranty, express or implied, (a) with respect to the condition of the ISSTEC, (b) that the user agency's use of the ISSTEC will not result in injury or damage, (c) that the user agency's use of the ISSTEC will accomplish the intended objectives, or (d) that the ISSTEC is safe for any purpose, including the intended purpose. The user agency accepts liability for its actions while using the ISSTEC.

- f. The user agency will provide POCs for ISSTEC use and scheduling coordination. The user agency POCs will attend the annual NTC ISSTEC Briefing and will acknowledge, by signature, that they have read, understand, and will comply with PFT-SOP-643.
 - g. The user agency is expected to provide the Rangemaster with a RAR that describes proposed activities (e.g., testing or research and development) that are not covered by PFT-SOP-643 or the ISSTEC RAR. This information should be provided not less than three months in advance.
 - h. The user agency must provide a list of formally trained ESS instructors and Emergency Medical Service providers certified in first aid, CPR, and treating gunshot wounds and identified on the certification letter. In the event of any changes to user agency personnel, the NTC LFR Administrative Assistant must be notified in writing.
 - i. The user agency will provide all their own training equipment and supplies (ESS weapons, ammunition, and associated equipment, etc.), including the necessary PPE. All weapons, ammunition, and associated equipment will be inspected and approved by the Range master or designee prior to use.
 - j. The user agency will request ISSTEC use via the NTC website not more than three months in advance. This request should include a brief description of the type of activities that will be conducted.
 - k. The user agency will designate one or more individuals who will be present during ISSTEC use and be accountable for: (1) the proper disposal of expended and unused ammunition and equipment; (2) ensuring used areas are cleaned (e.g., trash and brass clean-up) and left in good order, and (3) ensuring all weapons are accounted for, inspected, cleared, and made safe for removal, storage, or transport upon conclusion of activities.
 - l. A weapons-cleaning facility is not available. All weapons must be cleaned at a location other than the ISSTEC.
 - m. The user agency must report any significant event (as defined in PFT-SOP-643) to the Rangemaster. In response, the NTC will conduct a review before allowing further use of the ISSTEC facility. The user agency agrees to cooperate with this review process and provide a detailed incident report that identifies causal factors and corrective actions taken to minimize the likelihood of similar incidents.
 - n. The user agency will report, replace, and/or repair any ISSTEC property that is lost or damaged through negligent use or misconduct. Any such repair or replacement must be completed to DOE's level of satisfaction.
3. Main Campus Gymnasium
- a. The user agency must provide a list of formally trained Defensive Tactics Instructors and Emergency Medical Service providers certified in first aid, CPR, and treating gunshot wounds and identified on the certification letter. In the event of any changes to user agency personnel, the NTC LFR Administrative Assistant must be notified in writing.
 - b. The user agency is expected to provide the Rangemaster with a RAR that describes proposed activities that are not covered by NTC SOPs. This information should be provided not less than three months in advance.

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- c. The user agency will report, replace, and/or repair any Gymnasium property lost or damaged through negligent use or misconduct.

VI. RISKS AND HAZARDS

1. The _____
(Unit/Subdivision)

is aware of the risks and hazards inherent in entering upon and using DOE NTC facilities, and hereby elects voluntarily to enter upon said premises with full knowledge of those risks and hazards and acknowledges that claims for injury, loss of property, and personal injury caused by the negligent acts, wrongful acts, or omissions by any Federal employee acting within the scope of employment will be resolved pursuant to the Federal Tort Claims Act.

2a. Federal Agency: The _____
(Name of Executive Agency or Military Department)

acting through the _____
(Unit/Subdivision)

Accepts all liability for all damages arising from its use of the facilities, to the maximum extent allowed by federal law, including the FTCA and other applicable statutes.

2b. State Agency: The _____
(State, County, or City)

acting through the _____
(Unit/Subdivision)

Agrees to indemnify the Federal Government and accepts all liability for all damages arising from its use of the facilities, to the maximum extent allowed by FTCA, other applicable Federal law, and New Mexico Tort Claims Act, N.M. Stat. Ann. 41-4-1 et seq., as amended.

3. The _____
(Unit/Subdivision)

will cooperate fully with DOE NTC in the processing of any claims arising out of the use of DOE NTC facilities, including claims under the FTCA pursuant to 28 CFR §14.2.

VII. PUBLIC INFORMATION COORDINATION

Information created as part of this Agreement, as well as any information related to the training or exercises conducted at the NTC LFR, ISSTEC, or Main Campus Gymnasium, are federal records and subject to disclosure statutes such as the Freedom of Information Act (5 U.S.C. 552). Processes for reviewing records responsive to Freedom of Information Act (FOIA) requests, including consultation with outside entities, can be found in DOE’s FOIA Regulations at 10 CFR Part 1004. The final decision whether to release records subject to a FOIA request is that of DOE.

VIII. AMENDMENT AND TERMINATION

This RUA may be modified or amended by the NTC, and user agencies will be provided 30 days' written notice. The RUA may be terminated at any time by the NTC if the user agency violates NTC SOPs or demonstrates negligent use or misconduct.

IX. EFFECTIVE DATE

The RUA becomes effective when:

- a. Both the user agency and the NTC Director have signed the RUA, and
- b. The user agency's POCs complete the NTC Annual User Briefing for use of the LFR, ISSTEC, and the Main Campus Gymnasium.

The RUA is effective through **December 31, 2027**, unless terminated pursuant to Article VIII of this document.

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In witness whereof, the parties have executed this RUA effective on the respective dates indicated below.

(Unit/Subdivision)

U.S. Department of Energy
National Training Center

By: _____

Authorized Signature

Name

Title

Address

City, State, Zip

Phone No.

E-Mail Address

Date: _____

By: _____

Authorized Signature

Gabriel Pugh
Director
National Training Center
P.O. Box 18041, KAFB
Albuquerque, NM 87185
(505) 845-6444

Date: _____

**RANGE USE AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER
AND**

(UNIT/SUBDIVISION)

**POINT(S) OF CONTACT FOR LFR, ISSTEC, and MAIN CAMPUS GYMNASIUM USE AND SCHEDULING
COORDINATION**

POINT OF CONTACT 1

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

POINT OF CONTACT 2

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

POINT OF CONTACT 3

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

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FIREARMS INSTRUCTOR(S)

Certification for each individual must be identified on the Group Certification letter.

Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____

ESS INSTRUCTOR(S)

Certification for each individual must be identified on the Group Certification letter

Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____

DEFENSIVE TACTICS INSTRUCTOR(S)

Certification for each individual must be identified on the Group Certification letter.

Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____

EMERGENCY MEDICAL SERVICE PROVIDER(S)

Certification for each individual must be identified on the Group Certification letter.

Name: _____	Name: _____
Title: _____	Title: _____
Name: _____	Name: _____
Title: _____	Title: _____