

Memorandum of Understanding

This memorandum of understanding (MOU) is jointly generated by **[Partner Institution]**, and Battelle Energy Alliance, LLC, the Prime Management and Operating Contractor for the U.S. Department of Energy (DOE) at the Idaho National Laboratory (INL), and administrator of DOE's Nuclear Science User Facilities (NSUF) Program, under Contract Number DE-AC07-05ID14517 (DOE Prime Contract for INL) (collectively, the "Entities" and each an "Entity").

The NSUF is DOE Office of Nuclear Energy's only sponsored nuclear science user facility. Through a peer-reviewed proposal process, NSUF provides nuclear energy researchers access to reactor, post-irradiation examination and beamline capabilities at INL and at a diverse mix of other institutions at universities, national laboratories, and industry facilities located across the country at no cost to the user.

[Partner Institution General Description]

This MOU establishes joint considerations and potential activities for **[Partner Institution]** to support the NSUF mission. Potential activities may include the following:

1. Activities

[Partner Institution] intends to:

- Provide **[access to facility xxx with capability yyy]**
- Provide **[access to facility xxx with capability yyy]**
- Provide facility and capability updates as they become available for inclusion on the NSUF website (laura.scheele@inl.gov).
- Provide information and subsequent updates to the Nuclear Energy Infrastructure Database (NEID).
- Support the NSUF solicitation and project management process by:
 - Providing timely and firm cost estimates ($\pm 10\%$) and feasibility analyses as may be needed in evaluating applications.
 - Providing monthly status information by the 5th of each month (either in PICS or other agreed upon method).
 - Meeting agreed upon milestones.
 - Provide early notification of potential issues to the NSUF Program Office.
 - Reviewing contractual terms and conditions prior to subcontract placement and identify potential concerns.



- Present at the NSUF Science Review Board, DOE Annual Review Meeting, Users Meeting, etc. as requested.
- Collaborate and publish research generated from NSUF work and research and development, subject to the terms of relevant User Agreements under the NSUF Program and relevant subcontracts or other agreements between the Entities.
- Acknowledge NSUF awarded research in publications (see required statement below) and presentations.

The following statement should be affixed to all NSUF related publications and presentations:

Work supported by the U.S. Department of Energy, Office of Nuclear Energy under DOE Idaho Operations Office Contract DE-AC07-051D14517, as part of Nuclear Science User Facilities.

- Encourage participation of users in Users Meeting and NSUF conference exhibits.
- Encourage potential NSUF users to apply through the appropriate solicitation process.

BEA NSUF Program intends to:

- Provide funding for Rapid Turnaround Experiment (RTE) awards and Consolidated Innovative Nuclear Research (CINR) Funding Opportunity Announcement (FOA) awards based on **[Partner Institution]** supplied cost estimate and final negotiated Statement of Work (SOW)
- Provide funding for development of cost estimates and feasibility analyses on an annual basis
- Maintain current **[Partner Institution]** facility capability information on the NSUF website
- List current **[Partner Institution]** facility capability in NSUF proposal and FOA documents

Any exchanges of personnel, exchanges of proprietary/confidential information, the undertaking of joint or separate research and development projects, or other collaborative efforts that may be identified by the Entities must first be documented and formally agreed to by way of separate, formally executed agreements having mutually acceptable terms and conditions, and which may be subject to DOE review and approval with respect to each Entity's participation.

2. Principles of the Relationship

a. Independent Entities: The Entities understand that neither Entity shall have authority to bind or act for, or assume any obligations or responsibilities on behalf of the other Entity and neither Entity shall be responsible or liable for any indebtedness or obligation of the other Entity arising either before or after the effective date of this MOU.

This MOU shall not be deemed to create a partnership, joint venture, alliance or any other affiliation between the Entities.

b. Liability: In no event shall either Entity be liable to the other Entity or their affiliates or other entities for loss of profits, loss of products, loss of use or for indirect, consequential or special damages.

3. Consent: Neither of the Entities shall commit nor obligate the other Entity to provide any products, or perform any services, or accept any responsibilities, without the other Entity's prior written consent.

4. Responsibilities: Each Entity shall remain responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be agreed in a separate formal mutually acceptable written agreement.

5. Term: This MOU is to commence upon April 27, 2017 and will continue for five years and may be extended in writing by the Entities. Either Entity may terminate this MOU by giving the other Entity at least thirty (30) days advance written notice. The sole and exclusive remedy arising out of or in connection with this MOU is the right to terminate the MOU under this provision.

6. Nature of MOU: Notwithstanding any other clause of this MOU, the Entities understand and acknowledge: (1) that this MOU is non-binding and not contractual in nature; and (2) to the extent any of the clauses and provisions of this MOU conflict with the terms of the DOE Prime Contract, the terms of the DOE Prime Contract will prevail.

7. Intellectual Property: All inventions, patents, technical data, computer software and all other forms of intellectual property held by an Entity prior to initiation of any joint work will remain the sole property of that Entity. Intellectual property developed during a joint work project shall be determined by the terms of a mutually agreed upon and properly executed agreement under which the work is governed.

8. Assignment: This MOU may not be assigned or otherwise transferred by an Entity in whole or in part without the express prior written consent of the other Entity.

9. Complete MOU: This MOU contains all of the understandings of the Entities and supersedes and replaces any previous understandings between the Entities regarding the subject matter of this MOU.

10. Application of Export Laws: The Entities acknowledge that information exchanged under this MOU may be subject to U.S. export control laws that prohibit or restrict (1) transactions with certain persons and (2) the type and level of technologies and services that may be exported. These laws include the Arms Export Control Act, the Export Administration Act, the International Emergency Economic Powers Act, the Atomic Energy Act and regulations issued pursuant to these, including the Export



Administration Regulations (EAR) (15 CFR Parts 730-774), the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), and the Nuclear Regulatory Commission and Department of Energy export regulations (10 CFR Parts 110 and 810). Export control requirements may change and export of goods and/or technical data from the U.S. without an export license or other appropriate governmental authorization may result in criminal liability. Each Entity is responsible for its own compliance with laws and regulations governing export.

An Entity receiving information is responsible for (1) ensuring the export, re-export, or transfer of information (or any product, process, or service resulting directly there from) directly or through its agents or affiliates is authorized under U.S. law, including U.S. economic sanctions and embargoed country restrictions; (2) obtaining any required U.S. governmental authorization prior to such export, re-export or transfer; and (3) complying with all regulatory recordkeeping requirements for such export, re-export or transfer. Each Entity acknowledges that it can contact the U.S. Departments of Commerce, State, Energy and Treasury for guidance as to applicable licensing requirements and restrictions.

11. Prior Consent to Public Disclosure: Prior to any public disclosure regarding the existence or nature of this MOU, the Entities intend to consult with the other Entity prior to such public disclosure.

12. Notices: All written communication and notices to be submitted between the Entities are to be sent to the following respective addresses:

Nuclear Science User Facilities

Dr. J. Rory Kennedy
995 University Boulevard
Idaho Falls, ID 83401-3550
E-mail: rory.kennedy@inl.gov
Phone: (208) 526-5522

With a Copy to:

Contract Paralegal
Idaho National Laboratory
P.O. Box 1625, MS 3899
2525 Fremont Avenue
Idaho Falls, ID 83415-3899

For UPS/FedEx Deliveries, please use:

1765 North Yellowstone Hwy
Idaho Falls, ID 83415-3899
E-mail: legaladmin@inl.gov
Phone: (208) 526-2037

[Partner Institution]

or any other address of which either Entity notifies the other Entity in writing.



13. Effective Date: The effective date of this MOU will be the date of the last signature following.

Battelle Energy Alliance, LLC, Nuclear
Science User Facilities

[Partner Institution]

By: _____
Dr. J. Rory Kennedy
NSUF Program Director

By: _____
[TBD]
[Title]

Date: _____

Date: _____