MOU-UTB-2004116
Memorandum of Understanding
Between
the Engineer Research and Development Center and the Institute for Water Resources of the U.S. Army Corps of Engineers
and
UT-Battelle, LLC
Regarding
Mutual Interests in Water Resources, Energy Security, and Environmental Sustainability

This Memorandum of Understanding (MOU) will be effective on the date of the last signature, by and between UT-Battelle, LLC (UT-Battelle) pursuant to its authority under Prime Contract DE-AC-0500OR22725 with the U.S. Department of Energy (DOE) and the Engineer Research and Development Center (ERDC) and the Institute for Water Resources (IWR) of the U.S. Army Corps of Engineers, hereinafter singly referred to as "Party" and jointly referred to as "the Parties."

WHEREAS, it is the mission of the ERDC and the IWR of the U.S. Army Corps of Engineers to provide quality responsive engineering and environmental services to the United States through:

- Water Resources Development – creating synergy between water resources development and environment;
- Environment – restoring, managing and enhancing ecosystems, local and regional;
- Infrastructure – building and sustaining the critical facilities for military installations and the public;
- Disasters – responding to local, national and global disasters; and
- Warfighting – providing full spectrum engineering and contingency support.

WHEREAS, it is the mission of the Oak Ridge National Laboratory (ORNL), managed and operated by UT-Battelle for DOE, to conduct basic and applied research and development (R&D) to create scientific knowledge and technological solutions that:

- Strengthen the United States leadership in key areas in science;
- Increase the availability of clean, abundant energy;
- Restore and protect the environment; and
- Contribute to national security.

WHEREAS, the ERDC and the IWR of the U.S. Army Corps of Engineers and UT-Battelle agree:

- Water resources, energy security, and environmental sustainability are inextricably linked.
- Water resource goals are limited by the availability of clean, cheap, and sustainable energy.
- Our nation's energy security goals cannot be reached without simultaneously addressing our Nation's production and use of freshwater supplies locally, regionally, and nationally.
- Environmental sustainability in the United States cannot be achieved without significant R&D improvements in the way we produce, transport, manage, and consume both freshwater and energy.
- The magnitude of our nation's water resource, energy security, and environmental sustainability problems is significant, but is not well defined due to inadequate data, modeling, and analysis capabilities.
- A strong Federal role is needed to provide the R&D, science, and analysis required to simultaneously achieve these three critical national goals.
- No single Federal agency has the full range of facilities, disciplines, expertise, and knowledge to address the water, energy, and environment nexus.

Purpose

The purpose of this MOU is to establish a relationship between ERDC, IWR, and UT-Battelle that allows the Parties to work together to address the nation's water resource goals, energy security, and environmental sustainability and to recognize that these objectives are interconnected and must be addressed simultaneously. This agreement is neither a fiscal nor a funds obligation document. The purpose of the MOU (and its associated activities) is technical cooperation rather than policy development. The Parties' responsibilities to fund particular initiatives pursuant to this MOU are based on availability of funds.

Goals and Objectives

It is the mutual goals and objectives of ERDC, IWR, and UT-Battelle to:

- Express their joint commitment to the simultaneous and interconnected objectives of water resources, energy security, and environmental sustainability;
- Encourage a spirit of cooperation and synergy between the organizations; and
- Commit to identify and pursue R&D strengths within each organization that can be matched to address the water, energy, and environment nexus more effectively for the betterment of the United States.

THEREFORE, within a time period no more than six (6) months following the signing of this MOU, ERDC, IWR, and UT-Battelle will jointly produce a white paper that provides an assessment of how the Corps and ORNL can best complement each other in the common pursuit of water resource, energy security, and environmental sustainability. The signers of this MOU will assign staff members from their respective organizations to complete the white paper and serve as points of contact. The white paper can address, but will not be limited to, the support of the energy-water nexus in the following areas:

- Analysis, Assessment, Prediction, and Decision Support
- Basic Science
- Technology Innovation

Points of Contact

Each Party will designate a Point of Contact for implementation of the MOU. The designated Points of Contact are:

For UT-Battelle:

T. Randall Curlee, Ph.D.
Distinguished R&D Staff Member
Oak Ridge National Laboratory
National Transportation Research Center
2360 Cherahala Boulevard
Knoxville, Tennessee 37923
Phone: (865) 946-1461
e-mail: CurleeTR@ornl.gov

For ERDC:

Sandra Knight, Ph.D., PE
Technical Director
Engineer Research and Development Center
Vicksburg, Mississippi 39180
Phone: (601) 634-2693
e-mail: Sandra.K.Knight@erdc.usace.army.mil

For IWR:

Hal E. Cardwell, Ph.D.
Research Staff
Institute for Water Resources
U.S. Army Corps of Engineers
7701 Telegraph Road
Alexandria, Virginia 22315
Phone: (703) 428-9071
e-mail: Hal.E.Cardwell@iwr01.usace.army.mil

Assignment

It is understood and agreed that this MOU is entered into by UT-Battelle and that administration of this agreement may be transferred from UT-Battelle to DOE or to its designee.

Export Control

a. The Parties agree to adhere to all applicable U.S. Export Laws and Regulations.
b. The Parties acknowledge that each is responsible for its own compliance with all U.S. export control laws and regulations.
c. The Parties will not knowingly export directly or indirectly, through their affiliates, licensees, or subsidiaries, any export controlled hardware, software, or technical data in the performance of this MOU without a required license which will be obtained by the responsible party from the appropriate U.S. Authority.

Conflict Resolution

Conflict resolution issues related to this activity that arise between the Parties will be handled through each Party's responsible manager. An effort shall be made by all participants to resolve conflicts with a spirit of cooperation at the working levels.

Modification

Any modification to this MOU must be in writing and signed by all Parties.

Term and Termination

This agreement will be in effect for a period of five (5) years and may thereafter be extended by mutual agreement of the parties. Either Party may terminate for good cause

this MOU by giving written notice to the other Party; the agreement will terminate 90 days thereafter.

Authorized Signatures

Those individuals whose signatures appear below hereby certify that they are authorized to sign on behalf of the respective Parties to this Agreement. This Agreement will be executed in triplicate, and is not effective until signed by all Parties.

U.S. Army Corps of Engineers

James R. Houston, Ph.D.
Director, U.S. Army Engineer Research and Development Center, USACE

Date 9/12/05

Robert A. Pietrowsky
Director, Institute for Water Resources, USACE

Date 12 Sep 05

UT-Battelle, LLC

Jeffrey Wadsworth
President and Chief Executive Officer
UT-Battelle, LLC

Date 9/12/05