

# **Memorandum of Understanding**

**between**

**Battelle Energy Alliance, LLC**

**and**

**Uppsala University**

## **For Cooperation on Nuclear Energy Education and Research**

The purpose of this MEMORANDUM OF UNDERSTANDING (MOU), contemplated by **Uppsala University** (UPPSALA), having offices at Department of Physics and Astronomy, Division of Applied Nuclear Physics, Box 516, SE-751 20 Uppsala, Sweden, and **Battelle Energy Alliance, LLC** (BEA), the management and operating contractor of the Idaho National Laboratory (INL) under Contract Number DE-AC07-05ID14517 (DOE Prime Contract) with the United States Department of Energy (DOE), with principal offices located at 2525 North Fremont Avenue, Idaho Falls, ID 83415-1303 (referred to collectively as the "Entities" and individually as "Entity"), is to establish a framework for scientific and technological cooperation in the field of nuclear energy education support.

**1. Activities:** The Entities have an interest in scientific and technological cooperation in the field of nuclear energy education support and research, and it is envisioned that BEA and UPPSALA intend to seek mutually acceptable endeavors which might include collaboration in the following areas:

- Collaborative meetings including staff at the Entities
- Staff exchanges;
- Curriculum development;
- Student mentoring; and
- Development of next generation nuclear energy expertise.

Before any exchanges of personnel, proprietary/confidential information, the undertaking of joint or separate research & development projects, or other collaborative efforts that may be identified, the Entities intend to first enter into separate, formally executed agreements having mutually acceptable terms and conditions.

### **2. Principles of the Relationship:**

**a. Independent Entities:** The Entities understand that nothing contained herein is intended to authorize either Entity to bind or act for, or assume any obligations or responsibilities on behalf

of the other Entity. The Entities do not intend for this MOU to create responsibility or liability for any indebtedness or obligation of the other Entity. This MOU is not intended to create a partnership, joint venture, alliance or any other affiliation between the Entities.

**b. Liability:** In no event is this MOU to be construed such that either Entity is 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:** This MOU is not intended to commit nor obligate either 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 is to be responsible for its respective costs, risks, and liabilities associated with or arising from this MOU except as may be otherwise agreed in a separate formal mutually acceptable written agreement.

**5. Term:** Cooperative activities under this MOU may commence upon the last signature below of the Entities and continue for five (5) years. An Entity that wishes to discontinue its participation in this MOU should endeavor to provide at least sixty (60) days advance written notice to the other Entity.

**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) activities under this MOU should be conducted in accordance with all applicable laws, regulations, and other requirements to which the Entities are subject.; and (3) to the extent any of the clauses and provisions of this MOU conflict with the terms of BEA's DOE Prime Contract, the terms of the DOE Prime Contract prevail, with respect to BEA.

**7. Intellectual Property:** The Entities do not intend, or expect, to create intellectual property under this MOU. If it appears that cooperative activities under this MOU may result in the creation of intellectual property, the Entities should enter into a written agreement therefore.

**8. Assignment:** This MOU shall not be assigned by either Entity without the prior written consent of the other Entity. The Entities understand that BEA may assign this MOU without notice or prior consent to DOE or its designee.

**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:**

Each Party is responsible for its compliance with the export laws of the United States and other jurisdictions. Each Party acknowledges that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.

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

**Battelle Energy Alliance, LLC**

Contact: Mark J. Schanfein  
2525 North Fremont Avenue  
P.O. Box 1625, MS 2212  
Idaho Falls, ID 83415-2212

E-mail: [Mark.Schanfein@inl.gov](mailto:Mark.Schanfein@inl.gov)

Phone: (208) 569-6199

Fax: (208) 526-2600

With a Copy to:

Jennifer H. Hoggard  
Battelle Energy Alliance, LLC  
2525 North Fremont Avenue  
P.O. Box 1625, MS 1303  
Idaho Falls, ID 83415-1303

**For UPS/FedEx Deliveries, please use:**

1765 North Yellowstone Hwy

Idaho Falls, ID 83415-1303

E-mail: [ndaadministrator@inl.gov](mailto:ndaadministrator@inl.gov)

Phone: (208) 526-6949

Fax: (208) 526-0740

**UPPSALA**

Contact: Sophie Grape, PhD  
Department of Physics and Astronomy  
Division of Applied Nuclear Physics  
Box 516, SE-751 20  
Uppsala, Sweden

E-mail: [sophie.grape@physics.uu.se](mailto:sophie.grape@physics.uu.se)

Phone: +4618-471 58 42

Fax:

With a Copy to:



E-mail:

Phone:

Fax:

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

Party signatures.

| FOR BATTELLE ENERGY ALLIANCE, LLC  | FOR UPPSALA UNIVERSITY  |
|--|---|
| Signature:  | Signature:  |
| Name: Zachary D. Tudor   | Name: Richard Brenner   |
| Title: Associate Laboratory Director, National & Homeland Security                             | Title: Head of department, Uppsala universitet, Physics and Astronomy                           |
| Date: June 1, 2022   | Date: 1-June-2022   |
| Place: USA - INL   | Place: Uppsala  |