

**Memorandum of Understanding
between
B&W Pantex and West Texas A&M University**

This Memorandum of Understanding (MOU) is entered into effective the date of the last signature hereto, between Babcock & Wilcox Technical Services Pantex, LLC (B&W Pantex) and the West Texas A&M University (WTAMU).

Pursuant to the terms of Prime Contract No. DE-AC04-00AL66620 between B&W Pantex and the Department of Energy (DOE)/National Nuclear Security Administration (NNSA), B&W Pantex is the Management and Operating Contractor for the Pantex Plant, the DOE/NNSA nuclear weapons assembly and disassembly facility. Under that contract, B&W Pantex is authorized to conduct public outreach programs, generally known as "Technology Partnering."

West Texas A&M University (WTAMU), a Texas public institution of higher learning, offers a range of physical science, engineering, and computer science degrees within its College of Agriculture, Science and Engineering.

B&W Pantex and WTAMU have a mutual interest in providing an opportunity to develop and enhance education in engineering and science fields in the Amarillo, Texas area. Cooperation between B&W Pantex and WTAMU will assure that personnel with essential skills are available for future weapons work in each area of the Pantex Plant. WTAMU can utilize qualified, experienced, individuals, of the type who are employed at the Pantex Plant, to enhance its undergraduate and graduate programs and research capabilities in the referenced fields. B&W Pantex has an interest in advancing scientific and technical knowledge and applying that knowledge to achieve DOE/NNSA goals.

Now, therefore, in consideration of the benefits to each party, B&W Pantex and WTAMU agree to work in collaboration to develop and enhance physical science, engineering, and computer science education and research capabilities as set forth below.

The parties agree to cooperate in conducting research, development, and other technology partnering activities. The parties will participate in the existent Engineering Advisory Board to help formulate the need and priority for one concentration and engineering discipline over another to assist in the development of the WTAMU engineering and science program. All curriculum changes will proceed through established processes at WTAMU. Final approval shall be granted by the appropriate governing boards and/or organizations presiding over WTAMU. It is the responsibility of WTAMU to ensure that any and all course work offered by the respective school is fully accredited by the applicable accreditation organizations. The Engineering Advisory Board shall include WTAMU senior faculty members and B&W research and engineering staff and other members from the community. Texas panhandle business leaders will advise the Advisory Board on an as needed basis, to provide their input on research and education programs. The Advisory Board will operate consistent with other existent advisory boards on campus.

B&W Pantex agrees to support WTAMU science, engineering, and computer science programs on a “reasonable best efforts” basis. B&W Pantex will award a Blanket Order Agreement and subsequent Task Orders for projects to support the Pantex Plant mission needs. U.S. citizen WTAMU faculty and students will work on these projects. Assignment of these projects will be governed by the established security requirements of the DOE Pantex Plant and will be subject to program priorities, and budget and security constraints. B&W Pantex will designate various personnel to act as adjunct faculty, research advisors, and participate in other activities as requested by WTAMU. Adjunct faculty will be appointed pursuant to existent criteria at WTAMU. Equipment, instrumentation and supplies located at the Pantex Plant site shall be made available on a short-term loan basis for joint research and contract efforts.

Subject to program priorities, and budget and security constraints, B&W Pantex agrees to a continuation of “funding-in-kind” for the first three years of operation. Such funding would include student salaries and tuition of B&W employees, B&W adjunct faculty salaries, internships and co-ops at Pantex.

WTAMU agrees to provide research laboratory space, as an in-kind contribution to this collaboration as a base of operations for task-oriented contract services and research. The space offered will be modified to accommodate required research needs. WTAMU agrees to offer and allow Pantex Engineers and Scientists access to equipment, instrumentation, and techniques available at the research facilities. WTAMU agrees to equip and maintain the research facilities to support course work and sponsored research.

B&W Pantex agrees to work with WTAMU to jointly approach the Amarillo community, including the Amarillo Economic Development Corporation, to seek support for future expansion of the research facilities, as needed.

Correspondence and notices should be directed to the following points of contact:

For:	B&W Pantex	West Texas A&M University
Name and Title	Jeffrey Yokum Program Engineer	Timothy B. Atchison Interim Dean of the Graduate School and Research
Address	P.O. Box 30020 Amarillo, TX 79120	WTAMU Box 60215 Canyon TX, 79016
Phone No.	(806) 477-7816	(806) 651-2730
E-Mail	jyokum@pantex.com	tatchison@wtamu.edu

Each party shall obtain the written approval of the other prior to making any disclosure of information to the public, regarding projects and programs arising under this MOU; and provide the other party proposed outreach materials, press releases, or other public affairs information, related to the joint efforts and regarding projects and programs arising as a result of this MOU.

Appropriate patent and intellectual property provisions shall be included in the Blanket Order Agreement entered into by the parties in order to implement this MOU.

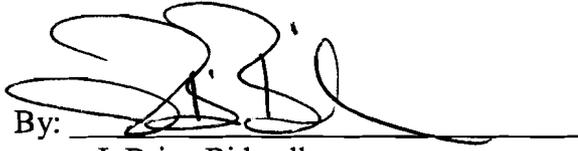
Each party will cooperate fully to prepare and submit timely reports required or desired by the DOE/NNSA concerning the work undertaken as a result of this MOU. Reports may describe the results of work performed under Task Order and may include information on costs and/or expenditures of funds or manpower.

Duration of the MOU

This MOU may be amended from time to time by written agreement between B&W Pantex and WTAMU; it becomes effective on the date of signature by the last of the parties; and it shall remain in effect for an initial term of 5 years. This MOU may be renewed in 5-year increments by mutual agreement of the parties. This MOU may be terminated by the mutual, written agreement of the parties or by either party upon ninety (90) days prior written notice to the other party.

The authorized representative of the parties identified below hereby executes this MOU.

Babcock & Wilcox Technical Services Pantex, LLC

By: 
J. Brian Bidwell
Prime Contract Manager

Date: 12/22/08

West Texas A&M University

By: 
J. Patrick O'Brien, Ph.D.
President

Date: 1.13.09