

AMENDMENT NO. 1
TO
EDUCATIONAL PARTNERSHIP AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
WATERWAYS EXPERIMENT STATION (WES) GRADUATE INSTITUTE

The Educational Partnership Agreement between Texas A&M University and the U.S. Army Engineer Waterways Experiment Station Graduate Institute, which became effective 18 July 1986 is hereby amended to:

- a. Insert the phrase, "10 U.S.C. § 2194 and" before "AR 70-55" in the last sentence of the second paragraph under the Section 1 "Purpose" heading of the agreement.
- b. Insert as a third paragraph under Section 2 "Organization and Administration" heading, "The provisions of 10 U.S.C. § 2194 pertaining to the establishment of Educational Partnership Agreements with Educational Institutions in the United States for the purpose of encouraging and enhancing study in scientific discipline is specifically incorporated into this agreement and is set forth in Appendix C hereto."

For the Non-Federal Entity:

Texas A&M University
College Station, TX 77843

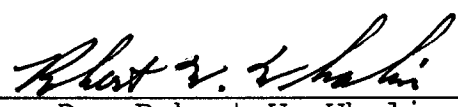
3 Dec. 93
DATE


Name: Dr. E. Dean Gage
Title: Interim President

For the Government:

USAE Waterways Experiment Station
3909 Halls Ferry Road
Vicksburg, MS 39180

21 Nov. 1993
DATE


Name: Dr. Robert W. Whalin
Title: Director

TEXAS A&M UNIVERSITY

COLLEGE STATION, TEXAS 77843-1248

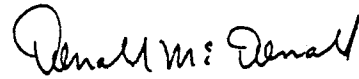
Office of the
PROVOST AND VICE PRESIDENT
FOR ACADEMIC AFFAIRS
(409) 845-4016

October 9, 1986

Dr. James Pennington
Department of the Army
Waterways Experiment Station, Corps of Engineers
P. O. Box 631
Vicksburg, Mississippi 39180-0631

Dear Dr. Pennington:

Attached is the agreement signed for Texas A&M University by President Frank E. Vandiver confirming our desire to participate in the WES Graduate Institute. President Vandiver has designated Dr. Leo Berner, Dean of the Graduate College, to serve on the administrative board of the institute.



Donald McDonald
Provost and Vice President
for Academic Affairs

Attachment

cc: Dr. Frank E. Vandiver



DEPARTMENT OF THE ARMY
WATERWAYS EXPERIMENT STATION, CORPS OF ENGINEERS
P.O. BOX 631
VICKSBURG, MISSISSIPPI 39180-0631

REPLY TO
ATTENTION OF

The U.S. Army Engineer Waterways Experiment Station hereby invites Texas A&M University to become a Member University in the WES Graduate Institute. The WES Graduate Institute is defined in the enclosed documentation.

ALLEN F. GRUM
Colonel USA
Director

18 JUL 1966

Texas A&M University hereby accepts the invitation of the U.S. Army Engineer Waterways Experiment Station to become a Member University in the WES Graduate Institute. As President of Texas A&M, I appoint Dean Leo BERNER to serve on the WES Graduate Institute Administrative Board.

FRANK E. VANDIVER
President, Texas A&M University

30 May 1986

WES GRADUATE INSTITUTE

1. Purpose

The U. S. Army Corps of Engineers has established the WES Graduate Institute at the Waterways Experiment Station (WES) as a center for graduate education and research. The Institute is an association of universities and WES through which academic credit and graduate degrees can be earned from Member Universities through graduate course work offered at WES. The Institute provides a formalized means for Member Universities to interact among themselves and WES through short-term exchanges of university faculty and WES employees and through the use of WES research facilities.

The purposes of the Institute are to enhance the exchange of scientific and technological information between the faculty at a Member University and the researchers at the WES and to support graduate study and research in scientific and technical areas of mutual interest. This agreement is executed under the authority of AR 70-55.

2. Organization and Administration

The Institute will function through joint agreement between WES and Member Universities. Coordination and direction will be given by the WES Graduate Institute Administrative Board, a group composed of one representative

from WES and each Member University. The Board shall be chaired by the WES representative. The Board's responsibility shall be to establish and maintain appropriate academic standards of the graduate program offered through the WES Graduate Institute.

The Institute's administration (such as provision of facilities at WES and notification of courses offered through the Institute) shall be the responsibility of WES. WES shall establish an Institute Administrator to carry out these responsibilities.

3. Member University

A Member University shall be an accredited academic institution in the United States that offers graduate degrees in scientific or technical fields of interest to the mission of the U. S. Army and the Waterways Experiment Station. Each Member University shall appoint one (1) faculty member to serve on the WES Graduate Institute Administrative Board. Each University shall recognize approved graduate courses offered at the WES Graduate Institute.

Each participating Member University will maintain its own requirements for graduate admission into an academic department, a degree program, residency, academic advisory committees, and tuition and fees.

4. WES Graduate Institute Facilities

The U. S. Army Corps of Engineers, Waterways Experiment Station, will be the main campus of the WES Graduate Institute. Other U. S. Army Research

Laboratories or field study sites will occasionally be incorporated into the Institute as the research needs dictate. The research facilities of the Waterways Experiment Station will be provided to Institute faculty and graduate students, on a space available basis, for Institute coordinated research. Research supported by an active research program of the Waterways Experiment Station will have priority in the use of facilities.

Use of WES facilities will be consistent with the policies and procedures set forth in AR 70-55, Section VII "Use of Army Facilities by Academic Investigators;" this section is given in Appendix A.

Facilities in secure areas in which a classified research project is being conducted will not be available except to students or faculty who are involved in that project.

Classrooms and lecture halls, Institute faculty offices, and graduate student office spaces will be provided by the Waterways Experiment Station. Access to the Library, copy services, and limited secretarial support will be provided to support the teaching functions of the Institute.

5. WES Graduate Institute Coordinated Research

Institute coordinated research is that research carried out either by WES Graduate Institute faculty from Member Universities or graduate students. It may be: 1) cooperative with ongoing Waterways Experiment Station research

programs, or 2) research supported by some other funding source. Cooperative research will have higher priority for use of laboratory space and facilities.

Cooperative Research: Research carried out as part of an ongoing Waterways Experiment Station research program shall be supported through the program and under the direction of WES. Typically, the principal investigator will be a WES employee. Research salary support for faculty from a Member University will be paid through an IPA agreement and charged against the research program; the amount charged to the program will be commensurate with the effort given to the project.

Faculty members of Member Universities may submit plans to the Institute to carry out independent research at WES that will be cooperative with ongoing WES programs. Research plans will be submitted to the Institute Administrator for coordination and review by appropriate technical staff from WES. This review will evaluate the suitability of the plans to the Army mission and will determine the availability of funds and facilities.

Other Funded Research: Institute faculty from Member Universities may conduct research that is funded by some other agency and that is carried out using WES facilities or staff or both. This research would be subject to the conditions set forth in Section VII of AR 70-55 (Appendix A). WES will not intervene in or become involved with any technical aspects or be legally responsible for any research projects funded by another agency. It should be noted, however, that the Corps of Engineers has an Agreement with the National

Science Foundation (Appendix B) to make research facilities available, when possible, to NSF- funded contractors.

In order to conduct such research, the faculty member must first submit a proposal to the Institute Administrator, which describes: the intended use of the facilities, the cost (if any) of their use, and the cost of any WES staff support. The Institute Administrator shall coordinate the proposal with appropriate staff from WES to determine whether such research can be approved. The faculty member cannot submit the proposal to the other agency until approval has been obtained from WES for the use and costs, if any, of use of WES facilities and staff.

There are two types of arrangements for research funded by others:

a. Research funded by others which is of direct benefit and interest to WES. Research projects in this category would be authorized to use WES facilities at no cost to the sponsor. They would also be authorized to use a minimal level of WES staff support to operate the facility, if necessary no cost to the sponsor. It is expected that most research proposed would fall in this category.

b. Research funded by others in which WES has limited interest. Potential charges for the use of WES facilities and reimbursement of staff salaries shall be part of the project budget and identified as such in the proposed submitted to the other agency. Upon award of the research contract

by the other agency, the faculty member shall also submit a copy of the contract budget to the Institute Administrator. Research salary support and laboratory and staff support shall be paid by the agency funding the research.

6. WES Graduate Institute Students

Graduate students shall include persons enrolled in a Member University taking courses at the Institute. They may enroll, either as non-degree students or as students enrolled in a graduate degree program at a Member University. It is expected that most students will be Corps employees or WES Contract Students.

7. WES Graduate Institute Faculty

WES Graduate Institute faculty shall be drawn from the graduate faculty of Member Universities and professional staff at WES, including persons employed by WES under an IPA agreement. WES Graduate Institute faculty shall offer graduate courses at the Institute at the convenience of both the faculty and the Institute.

Faculty From Member Universities: Faculty drawn from Member Universities shall be selected through a mutual agreement of the faculty, the academic department head and college dean, and the Administrative Board of the WES Graduate Institute. Faculty to be supported by ongoing Waterways Experiment Station research programs, shall be selected based on both an academic and

research need and availability of facilities at the Waterways Experiment Station. Openings shall be announced at each Member University and the faculty shall be competitively selected through an application process.

During their tenure at WES, all Institute faculty from a Member University shall offer at least one formal graduate course per session. They will be encouraged to offer more than one course if there is sufficient student demand. A faculty member may also offer a graduate seminar for graduate credit, if the faculty member so desires.

Faculty from WES: Member Universities may elect to offer adjunct faculty positions to employees of the Waterways Experiment Station or WES may submit candidates to Member Universities for consideration as adjunct faculty. These candidates may be employees at WES, employees at another Corps office, or faculty from a non-member University working at WES under an IPA agreement. Candidates seeking an adjunct faculty position may apply through their chain of command and the Institute Administrator. In order to become adjunct faculty, candidates must be approved by the WES Graduate Institute Administrative Board and also by the Member University through which they have applied. Adjunct faculty will be authorized to offer graduate courses, under the name of the Member University, at the Institute.

Adjunct faculty may serve as members or co-chairs of graduate student advisory committees.

8. Financial and Laboratory Support

Faculty from Member Universities: Institute faculty from Member Universities will ordinarily be hired full-time at WES through an IPA agreement with the Member University. This agreement shall provide laboratory and research support and shall be sufficient to pay for teaching one course per session. The WES Graduate Institute Administrative Board will negotiate, with each Member University, the mechanism for payment. Under this agreement, such faculty members will be involved in Cooperative Research (i.e. research carried out as part of an ongoing WES research program) and shall teach at least one course per semester and during the summer while at the Institute.

Institute faculty involved in research funded by others will be hired part-time at WES through an IPA agreement to compensate the Member University for their teaching duties. The remainder of their compensation will be provided by the Member University from the Member University's research contract funded by others.

Faculty from Member Universities will be encouraged to teach more than one course in a semester and during the summer. For each additional course taught, the Member University will pay the faculty member a lump sum amount equivalent to that paid the adjunct faculty.

Faculty from WES: Members of the WES professional staff shall receive a lump sum amount for every course taught. This sum shall be paid by the Member

University that offered them the adjunct faculty position. The mechanism for payment shall be negotiated between the Member University and WES and will be billed and paid for under this agreement.

If the tuition received from students taking a course is not sufficient to cover the cost of the adjunct faculty, WES will provide the additional amount necessary.

Institute Faculty Teaching at a Member University: When an Institute faculty member teaches a course at a Member University, he or she shall be paid by the Member University under arrangements agreed upon by his or her employer and the Member University where the course is delivered. If the Institute faculty member is a WES employee, he or she shall be funded through an IPA agreement with WES.

Institute Graduate Students: Graduate students who have temporarily relocated from Member or other universities and who are working on an active Waterways Experiment Station research program shall receive support for their research through a Contract Student Agreement; however, before relocating they shall have applied for and been selected as a Contract Student at WES.

Students who spend less than full time on a WES research project will be pro-rata funded and supported.

Any non-Corps student who is enrolled in a degree program may apply for tuition support through fellowship or grant programs offered by the Member University in which the student is enrolled.

Corps of Engineers employees, who have been admitted to graduate programs in the WES Graduate Institute, will be supported through their normal employment agreement.

Students who are not engaged in WES research projects will be supported through their research contract or Member University.

9. Academic Credit, Enrollment and Tuition

The WES Graduate Institute shall prepare and maintain a "Graduate Catalog" that describes all course offerings and the expected frequency of offering. The WES Graduate Institute shall maintain an official record of all course work taken at the Institute by each student enrolled in a Member University. Students wishing to receive graduate credit for Institute courses, whether seeking or not seeking an advanced degree, will enroll in a Member University as a degree or non-degree student.

Degree Students: Students seeking enrollment in a degree program must select the Member University through which they wish to earn the degree and must meet the admissions and graduation requirements established by that University. Graduate credit toward an advanced degree shall be granted for

WES Institute courses that have been approved by the student's academic advisor and for which acceptable grades have been earned. The Member University in which the student is enrolled shall confer the degree earned.

Non-Degree Students: Students wishing to receive graduate credit for Institute courses but not seeking an advanced degree may enroll in a Member University as a non-degree student and receive academic credit for courses taken.

Persons not enrolled as non-degree students at a Member University may enroll in courses on a space available basis but will not receive academic credit for courses taken.

Tuition: Tuition and registration fees, equal to the total credit hours taken at the Institute will be paid either by the student or by WES to the academic institution in which the student is enrolled.

10. Housing and Other Personal Support

Institute faculty from a Member University, working full time on a WES research project, will be provided sufficient compensation under the IPA agreement to cover the costs of travel and housing (including utilities), during their tenure at the Institute. However, medical and other expenses shall be the responsibility of the faculty member or the Member University under its normal contract with the faculty member. The WES will arrange to have a local

Real Estate firm provide assistance or information or both, as needed, to help faculty members locate housing suitable to their individual requirements.

Graduate students in the Institute, whose research is supported by a WES research project and who are working either at WES or another U.S. Army Research Laboratory, shall be provided compensation through their Contract Student agreements. The amount of compensation depends on the student's experience and qualifications. However, the student shall be responsible for medical and dental care, and other personal support. Institute graduate students, not supported on a WES research project will be supported by their academic institution.

APPENDIX A

EXTRACT FROM AR 70-55,
SECTION VII: USE OF ARMY FACILITIES
BY ACADEMIC INVESTIGATORS

26. Responsibilities. *a.* An Annual Review Committee formed by the ASA (R&D) will meet each August or at the call of the Assistant Secretary to review the use of these funds and the work accomplished in individual RDTE activities.

b. The Commanding General, U.S. Army Materiel Command, the Commanding General, U.S. Army Security Agency, the Chief of Engineers, The Surgeon General, and the Chief of Research and Development will insure that R&D centers and separate laboratories under their command are given freedom in accordance with this regulation, to execute the program.

c. Directors of R&D centers and separate laboratories will execute their programs in accordance with the above guidelines. Work performed under the ILIR program will be reported in accordance with AR 70-9 and AR 70-31.

27. Reports. A letter report will be prepared by the director of each R&D activity participating in the program, as of the end of each fiscal year and submitted to the Chief of Research and Development, ATTN: Chief, Research Programs Office, Department of the Army, Washington, DC 20310. The letter will be forwarded in sufficient time to

be received at HQ DA by 1 August annually. The subject of the letter will be "Review of In-House Laboratory Independent Research (ILIR) Program, (name of activity) for FY (current fiscal year), RCS CSCRD-105." The following will be included, either in the body of the letter or as inclosures:

a. Acknowledgment that all DD Forms 1498 (Research and Technology Work Unit Summary) for ILIR efforts have been reviewed and are correct as of 30 June.

(1) For DD Forms 1498 that are current, a listing will be inclosed by agency accession number (block 1 of DD 1498) and date of last review.

(2) For DD Forms 1498 that required revision, four copies of the revision will be inclosed.

b. Financial information to include—

(1) Amount of funds unobligated on 30 June for the current and each prior fiscal year.

(2) Amount of funds unexpended on 30 June for the current and each prior fiscal year.

(3) Total amount of new ILIR funds requested for the next fiscal year.

c. The director's personal appraisal of the ILIR program accomplishments during the fiscal year.

Section VII. USE OF ARMY FACILITIES BY ACADEMIC INVESTIGATORS

28. General. This section implements DOD Directive 3202.1, Use of Department of Defense Research Facilities by Academic Investigators, 1 October 1969. It prescribes policies and procedures governing the use of Department of the Army R&D specialized research and development facilities and Army-sponsored research centers by academic investigators.

29. Objectives. This program is intended to aid Army scientists and engineers in maintaining close contact with the academic research community. Army specialized research and development facilities will be made available to academic investigators who are performing research that has scientific merit, relates to Army research objectives, or contributes to the furtherance of national research and research training. Academic investigators must agree to make available the results of their research to the Army and all other interested Government agencies, under the following conditions:

a. The proposed research can be accomplished

without serious detriment to the mission of the Army activity concerned.

b. Full advantage is taken of slack and off-hour use of Army-furnished specialized research equipment and facilities, and voluntary, off-hour professional staff collaboration (para 4j).

c. Academic investigators supply their own technical support where feasible, with a minimum being provided by the host.

d. Use of the host's resources for shop work, such as precision machining and small scale plumbing, is avoided where possible.

30. Agreements and security clearances. *a.* A use agreement and arrangements for any security requirements, including security clearances and area access clearances, will be made prior to actual use of Army-furnished specialized facilities by academic investigators. Use agreements will be executed (para 33) that—

(1) Absolve the Army from all liability and claims in case of personal injury to or the death of any individual caused by the users, failure of or

3 August 1972

C 1, AR 70-55

damage to experiments or equipment, or for loss of or damage to any property of the user or other persons.

(2) Insure reimbursement to the Army for academic investigator damage to Army-furnished specialized equipment and facilities (para 31).

(3) Insure that the Army will be reimbursed for each usage of facilities by the researcher's sponsoring academic institution and/or any other organization involved, for operating costs of \$200 and over not directly related to the mission of the Army activity concerned (para 32a(1)).

(4) Specify that Army-furnished specialized equipment and facilities may be moved or removed from service, at the convenience of the Army and with reasonable notice to academic investigators involved, when an Army research project is affected by overall priorities or resource limitations or has been completed.

(5) The user of Army research facilities will agree to give, upon request, such assurances as may be required under paragraph 4, AR 600-23, (Nondiscrimination in Federally Assisted Programs).

b. Reciprocal use by Army personnel of equipment and facilities at academic institutions will be sought where appropriate.

31. Equipment and facilities. a. An assessment of the risks to Army-furnished equipment and facilities will be completed before they are made available for use by academic investigators (para 30a(2)).

b. Equipment purchased or fabricated and funded by the Army either will be retained by the Army or consigned to other Army activities or to Army contractors, unless the cost of retention or relocation would exceed the fair market value of the equipment (para 32b(2)).

32. Funding. It is anticipated that the scope of most academic research performed at Army activities will be sufficiently limited to be covered by funds and resources controlled directly by the need of the Army activity concerned. However, in the cases where an activity is service/industrial funded, funding may have to be provided by the academic institution and/or a sponsoring organization. For Army-sponsored research centers, this

would involve fee and any allowable overhead funds already set aside for Army research.

a. *By Army activities.*

(1) Normal operating costs of the Army facilities being used by academic investigators will be funded by the activity operating the facility, unless significant incremental costs not directly related to the activity's mission will be incurred.

(2) Additional costs generated from the academic research may be borne by the Army activity concerned. The significance of such costs and the anticipated impact on the mission will be determined, primarily by the laboratory director at Army activities and by the primary Army contract monitor, for Army-sponsored research centers.

(3) If programs for the use of specialized research facilities by academic investigators for work directly related to the mission of the Army exceed significant cost levels, established program/budget procedures will be used to request any additional operating resources which are required.

b. *By sponsoring academic institutions.*

(1) Significant incremental operating costs not directly related to the mission of the Army will be reimbursed by the researcher's sponsoring academic institution and/or any other organization involved (DOD Instruction 7230.7 and para 30a(3)).

(2) Significant costs for specialized equipment either purchased or fabricated by an Army activity, and the cost of research performed at the researcher's home institution will be borne by the sponsoring academic institution and/or any other organization involved (para 4j and 31b).

33. Authority. The directors of Army research facilities and Army supported research centers and facilities are authorized to negotiate use agreements (para 30) directly with academic institutions and investigators, determine which research projects are to be accomplished in their activity, and terminate agreements.

★34. Appraisal. Activities engaged in this program will use existing scientific and research advisory groups as appropriate to monitor the overall program, and assess its progress and contributions beneficial to the Army and to the Nation.

★35. Reports. Rescinded.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

BETWEEN

CORPS OF ENGINEERS (CE) AND NATIONAL SCIENCE FOUNDATION (NFS)



DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON, D.C. 20314

MAR 22 1982

REPLY TO
ATTENTION OF:

MEMORANDUM OF UNDERSTANDING
BETWEEN
CORPS OF ENGINEERS (CE) AND NATIONAL SCIENCE FOUNDATION (NSF)

SUBJECT: CE Participation with NSF in its Academic Research Grants Program

The purpose of this MOU is to promote the advancement of engineering research consistent with the National Science Foundation Act of 1950 (PL 81-507, as amended by 42 U.S.C. 1861 et. seq.) and to establish a means for the promotion of technology interchange between the Corps of Engineers and private sector consistent with the provisions of the Stevenson-Wydler Technology Innovation Act of 1980, PL96-480, 94 Stat. 2311.

1. Policy - Projects initiated under this agreement will:

a. Address cooperative research topics of mutual interest and benefit to both the CE and NSF. Each agency reserves the right to establish its own internal review, approval and operating procedures.

b. Provide for transfer of technology between the CE and private sector. Resulting research reports prepared in accordance with NSF requirements are to give appropriate acknowledgement to the NSF and CE. Publication of results of research performed on projects under this MOU must contain an acknowledgement and disclaimer as follows:

"This material is based upon work conducted at (Name of CE Laboratory) and supported by the National Science Foundation under Grant No. _____ to (Name of the Grantee)".

"Any opinions, findings, and conclusions or recommendations expressed in the publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation, Department of Army, or the Corps of Engineers".

c. Be accomplished subject to CE mission priorities within currently available CE resources and budgetary authorizations and appropriation limitations and in compliance with pertinent laws and regulations. Funding of all costs directly related to individual projects will be budgeted for and obligated by NSF prior to commencement of the project and will be provided directly to the grantee by NSF.

2. Responsibilities:

a. The CE will:

MEMORANDUM OF UNDERSTANDING BETWEEN CE AND NSF

SUBJECT: CE Participation with NSF in its Academic Research Grants Program

(1) Participate with NSF in the selection of projects to be accomplished at CE Laboratories, and in determination of support requirements.

(2) Provide facilities, equipment and personnel on a cost reimbursable, space as available basis subject to CE mission priorities and budgetary authorizations and appropriation limitations.

b. The NSF will:

(1) Determine grant participants and define support requirements subject to CE Laboratory Commander and Director concurrence.

(2) Provide all funds required to pay actual costs incurred by the Grantee in the utilization of CE facilities, equipment and personnel. NSF funding will include any project unique equipment acquisition or modification requirement costs and a prorata share of operation and maintenance costs. Title to all supplies, material, laboratory equipment and other expendable and non-expendable property procured or fabricated with NSF funding for a research project shall rest with the grantee institution except that title to permanent equipment which becomes integrally attached to CE equipment or facilities and cannot be easily separated or is not usable by the participating grantee at his/her institution will rest with the CE laboratory.

(3) Resolve and manage all grantee personnel and financial matters, conditions and requirements direct with the individual or his/her Academic Institution.

c. The Grantee or Academic Institution will:

(1) Administer all personnel requirements.

(2) Comply with all appropriate Federal laws, regulations and authorities pertaining to standards of conduct.

3. General:

a. CE R&D Laboratories participating in this agreement are as follows:

(1) U.S. Army Engineer Waterways Experiment Station
P.O. Box 631
Vicksburg, MS 39180

(2) U.S. Army Coastal Engineering Research Center
Kingman Building
Fort Belvoir, VA 22060

(3) U.S. Army Construction Engineering Research Laboratory
P.O. Box 4005
Champaign, IL 61820

MEMORANDUM OF UNDERSTANDING BETWEEN CE AND NSF
SUBJECT: CE Participation with NSF in its Academic Research Grants Program

(4) U.S. Army Cold Regions Research and Engineering Laboratory
P.O. Box 282
Hanover, NH 03755

(5) U.S. Army Engineer Topographic Laboratories
Fort Belvoir, VA 22060


b. Numbers of grantee participants are to be at the discretion of the CE R&D Laboratory Commanders and Directors.

c. All funding and other mutually agreed to commitments/constraints will be as defined in individual project agreements framed within the basic provisions of this MOU and consistent with existing laws and regulations.

d. This Memorandum of Understanding is effective upon signing by both parties and shall remain in effect unless terminated by either party upon submission of 60 days written notice or by mutual consent of both parties at any time. Individual projects initiated within the provisions of this MOU may be terminated by an individual CE Laboratory in coordination with NSF.

e. All parties to this agreement may reproduce, use and disclose without restriction any/all technical information and data including computer software generated during and resulting directly from the performance of work under this MOU except for any information of a classified nature which will be handled in accordance with existing security regulations and laws.

4. While other interagency cooperative research pursuits are encouraged each such undertaking will be initiated and administered separate from this MOU subject to existing laws, regulations and procedures.


JAMES CHOROMOKOS, JR., Ph.D., P.E.
Assistant Chief of Engineers
for Research and Development
U.S. Army Corps of Engineers

John B. Slaughter
Director
National Science Foundation