

# **PNNL-UW Memorandum of Understanding on Use of Campus Space as Temporary Location for the joint Northwest Institute for Advanced Computing (NIAC)**

## **I. PARTIES**

This Memorandum of Understanding (MOU) is between the University of Washington (UW) and Battelle Memorial Institute, Pacific Northwest Division (Battelle), the contractor operating the Pacific Northwest National Laboratory (PNNL) on behalf of the U.S. Department of Energy (DOE) under Contract No. DE-AC05-76RL01830. Where referenced jointly in this MOU, Battelle and UW are the Parties. Where referenced singularly, each is a Party.

## **II. PURPOSE**

This MOU specifies the conditions for the use of UW campus space, specifically the suite Sieg Hall 127 (with some shared space described in Section III below), as the temporary location for the joint Northwest Institute for Advanced Computing (NIAC).

This MOU is part of a set of documents created by the Parties to foster collaboration and enhance the quality of science, technology, education, and industrial development in the regional, state, and national economies. The set of documents presently includes:

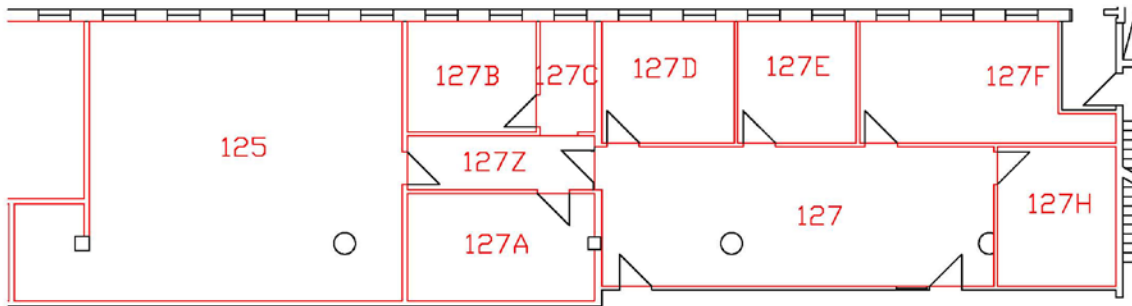
1. Memorandum of Understanding Concerning Dual Appointees: University of Washington and Battelle Memorial Institute, Pacific Northwest Division. This MOU was signed in December 2011 by Steven F. Ashby (Deputy Director for Science and Technology on behalf of Battelle Memorial Institute) and UW Vice Provost for Research Mary Lidstrom. Hereafter this MOU will be referred to as Personnel MOU.
2. UW-PNNL Distinguished Faculty Fellow Appointment -- Guidance and FAQs, finalized in October 2012.
3. Northwest Institute for Advanced Computing (NIAC). This document is currently being reviewed by PNNL and describes in general terms the technical research cooperation between the Parties. Hereafter this document will be referred to as Technical MOU.

## **III. SPACE DESCRIPTION**

NIAC will be temporarily located on UW campus, in Sieg Hall, suite 127 (Figure 1) subject to the following:

1. Room 127A is a shared room between the Parties.
2. The corridor labeled 127Z is also shared between the Parties. This corridor is used to access Room 125, which is the Server room that supports both Computer Science and Engineering (CSE) and UW Electrical Engineering (EE).
3. Access to the Server Room 125 will continue to be available to the CSE and EE technical staff via the entrance to main suite 127 and the corridor 127Z.

Table 1 specifies the sizes of various rooms in suite 127, excluding the area of the corridor 127Z.



**Figure 1. Layout of Suite 127 on the first floor of Sieg Hall.**

The suite is currently under renovation to make it suitable as temporary location for NIAC. The renovation is performed by the UW with support from PNNL, and is expected to be completed by January 15 2013.

**Table 1. Size of Rooms in Suite 127**

<b>Room</b>	<b>Size (asf)</b>
127	477
127A	173 (shared)
127B + 127C	125 + 54
127F	224
127H	143
<b>TOTAL</b>	<b>1460</b>

**IV. TERM AND TERMINATION FOR USE OF SPACE**

1. Personnel located in this space must be members of NIAC (jointly selected by the Parties based on the criteria described in the Technical MOU document mentioned above in Section II, item 3) and hold UW appointments described in the Personnel MOU document mentioned above (Section II, item 1).
2. Non-UW affiliated PNNL personnel shall not be permitted to use this space, except for scheduled meetings with NIAC members.

3. All personnel using this space shall abide by the health, environment, safety, security and training requirements for the space.
4. Any modification of this space must be authorized in advance by the UW, via the College of Engineering (COE) as the UW representative, and paid for by PNNL. Modifications will be included as addenda to this Space MOU. The current renovation proposal is included as Addendum A.
5. The on-going operating costs for the use of the space (one phone line installed at the fixed cost of \$137.00 and monthly fees of approximately \$10.00) will be covered by the Department of Electrical Engineering of the UW as long as a faculty or chair of UW EE is co-director of the institute.
6. The Effective Date of this MOU is the date of final signatures by both Parties.
7. The start date for the use of this space is the move-in date, expected to be February 11, 2013.
8. The duration of the use of this space as temporary location for NIAC will be two (2) years from the start date. Extension of this period, limited to maximum of one additional year (total of three years), is subject to (a) the good-faith effort to relocate and (b) consultations with the UW Office of Research and the College of Engineering.
9. The Parties will jointly make good-faith efforts to find off-campus space, preferably close to the UW campus, to serve as permanent NIAC location. These efforts shall begin as soon as possible to meet the two-year occupancy period. The UW is committed to working with PNNL on finding, renovating or constructing space for PNNL and this institute.
10. Sieg Hall 127 remains under the control and management of the UW COE, and any space concerns must be addressed to the UW COE administration in a timely manner.
11. Either Party may terminate this MOU without cause and upon six (6) weeks' notice within one year of the Effective Date.
12. Termination for Cause: Termination of this MOU for cause may occur. Upon impossibility of performance based on unforeseen circumstances, material breach of the terms and conditions of this MOU, or upon other reason supported by law as cause. Notice of termination for cause shall be provided by the terminating Party to the other Party of such circumstances, failure or violation. The Party so notified shall have three (3) months to cure the breach or violation. If no such cure is effected, this MOU shall be terminated for cause upon ten (10) days' written notice following the expiration of the cure period by the terminating Party to the other Party. Notwithstanding the above, in the event of an imminent risk to health, safety, or security, the terminating Party may immediately suspend access to the space described herein.
13. Exception: Agreement to Terminate: The Parties may agree to terminate this MOU at any time after the first year in writing and signed by the authorized representative of each of the Party.

14. Termination of this MOU shall not operate to waive or release obligations or liabilities of the Parties, one Party to the other, or otherwise inhering in the operation of this MOU, nor shall it release them from obligations set forth in state or federal laws or regulations operable during the course of this MOU. The Parties shall exercise reasonable efforts to avoid incursion of unnecessary expenses or costs subsequent to notice of intent to terminate this MOU.

**V. NOTICES**

Any notice under the MOU shall be in writing and shall be hand-delivered, mailed via the United States Postal Service, or delivered via nationally recognized expedited delivery service to the contract administrator of the Party receiving notice, to wit:

PNNL Contract Administrator	UW Contract Administrator
Bruce Simanton, Contracting Officer	Director of Sponsored Programs
Pacific Northwest National Laboratory	Office of Sponsored Programs
PO Box 999 M/S J1-15	University of Washington
Richland, Washington 99352	4333 Brooklyn Avenue NE, 17th Floor
Telephone: 509-371-7608	Box 359472
	Seattle, Washington 98195-9472
	Telephone: 206-543-4043

**VI. SEVERABILITY**

Should any provision of this MOU be determined by a court or regulatory agency of competent jurisdiction to be invalid, illegal or unenforceable, it shall be severed and the remaining provisions shall not be impaired or affected thereby.

**VII. MODIFICATIONS OR AMENDMENTS**

This MOU may be modified or amended only upon mutual agreement evidenced by a signed writing signed by an authorized representative of each Party.

**VIII. ASSIGNMENT**

This MOU binds and inures to the benefit of the Parties, their successors and assigns. It may not be assigned by either Party without the express written consent by the other.

**IX. COMPLETE AND FINAL AGREEMENT**

This MOU, and other Inter-Institutional Agreements referenced herein, are the complete and final agreement of the Parties as to its subject matter -- use of UW campus space as temporary location for NIAC -- and it supersedes any prior oral or written agreements or negotiations as to its subject matter.

## **X. NONDISCRIMINATION**

The Parties agree not to engage in any form of unlawful discrimination because of race, color, national origin, religion, sex, sexual orientation, disability, age, military status, creed, marital status, or any other legally protected status with respect to activities undertaken pursuant to this MOU.

## **XI. GOVERNING LAW**

This MOU shall be governed by law of the State of Washington or federal law as applicable.

Read and agreed by the following authorized representatives signing on behalf of the Parties:

**TO BE ADDED LATER**