America's Veterans to Tennessee Engineers Consortium Memorandum of Agreement

This MEMORANDUM OF AGREEMENT (MOA) is entered into among the Tennessee academic institutions identified in Attachment A, the Corporations identified in Attachment B, the Supporting Organizations identified in Attachment C, any future additional participants identified in Attachment D, to express commitments for full time employment after graduation with an Engineering degree identified in Attachment E, and commitments for part-time employment during program participation identified in Attachment F associated with the America's Veterans to Tennessee Engineers (STEM) Program.

Article 1 – Name of the Organization

The name of the organization comprised of members identified in Attachments A – D shall be the America's Veterans to Tennessee Engineers Consortium (Consortium).

Article II – Statement of Purpose

The Consortium's purpose is to contribute toward Tennessee's need for Scientific, Technology, Engineering, and Mathematics (STEM) skills through facilitating access to higher education for Veterans by enabling them to complete Engineering degrees and then to employ them in an engineering STEM position with a participating corporation.

Article III - Objective of the Consortium

The Consortium has been formed to advance the goal of, provide support for, participate in and encourage expanded support for and participation in the America's Veterans to Tennessee Engineers Program (Program). The Program is a Tennessee Valley Corridor (TVC) initiative to enable military members who are completing their service to relocate to Tennessee for education and employment in STEM career fields. The Program primarily seeks to match Non-Commissioned Officers' (NCOs) service to country, discipline, and skills to Tennessee's technical growth and industry skill needs. The Program will contribute toward meeting Tennessee's need for STEM skills, match STEM opportunities to military NCOs and Commissioned Officers completing their service, and provide Tennessee corporations increased opportunities to employ America's veterans.

Article III – Membership, Organizational Structure, and Support Agreements

A. The Program will be operated as a Consortium whose membership consists of the participating institutions of higher education, business, and supporting organizations. These institutions listed in Attachment A through Attachment D represent a partnership of competing, collaborating, and independent enterprises loosely connected by the common goal of increasing education and employment in STEM fields for the Tennessee region. The Consortium, although informally networked, is encouraged to pursue joint solutions to common problems and seek opportunities for mutual collaboration beneficial to Consortium members.

B. Each Consortium Member agrees that:

1. While serving as a member of the Consortium, each participating institution shall maintain its own identity and operate within its own governance and administrative framework; shall serve as its own fiscal agent; and shall support and encourage organizational voluntary academic mentors and community sponsors.

2. The rights, duties, obligations and liabilities of the Consortium Members are separate and not joint. This MOA is not intended by the Parties to constitute or create a joint venture, limited liability company, pooling arrangement, partnership, or other formal business organization of any kind, other than a contractor team arrangement, and the rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. Nothing in this MOA shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties.

3. The relationship among the Consortium Members is limited to carrying out the activities set forth in this MOA, so that nothing in this MOA makes any of them an agent, partner or trustee of any other of them.

4. Each corporation will honor its commitments to providing future full or part time jobs (Attachment E and Attachment F) to STEM graduates.

5. No Party shall have any liability to the other for any claims, liabilities, actions or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise. In no event shall either Party be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost revenues, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the Parties have been advised of the possibility of such damages or loss.

6. This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the Supporting Organizations to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

7. This MOA is strictly for internal management purposes for each of the Consortium Members. It shall not be construed to create any legal obligation on the part of any of the Supporting Organizations. This MOA shall not be construed to provide a private right or cause of action for or by any person or entity.

7. This MOA in no way restricts any of the Consortium Members from participating in any activity with other public or private agencies, organizations or individuals.

C. Educational membership in the Consortium is open to any Tennessee-based Southern Association of Colleges and Schools accredited Community College, four-year College or University committed to offer degree program(s) in the STEM subject areas for Program participants.

D. Corporate members have agreed to provide full or part time employment of Program graduates with a 4-year Engineering degree from the University of Tennessee (UT) or Tennessee Technological

University (TTU). This "good faith" commitment is made to Veterans pursing their academic Engineering degrees several years in advance of their graduation and availability for full time employment date.

E. Babcock & Wilcox Technical Services Y-12, LLC (B&W Y-12) agrees to host the Program and website and serve as the lead corporation for the STEM program. B&W Y-12 will also receive DOD security clearances, process into DOE equivalents, and hold participant's security clearances in an active status until they graduate or their participation in the program is terminated. Roane State Community College will serve as the lead academic institution and host the STEM program application on their website and directly interface with the STEM Coordinator.

Article IV – The Engineering Consortium Steering Committee

A. Within six months of the completion of the MOA, a Program Steering Committee will be established to oversee the Consortium. The Steering Committee will be comprised of the Chairman and up to six community, academic, and business leaders. Mr. Kevin Smith, Deputy Manager of NNSA's Y-12 Site Office, Department of Energy, will serve as the Program's initial STEM Steering Committee Chair and STEM Coordinator for the first year and will be responsible for forming and establishing the Steering Committee.

B. The Steering Committee also serves in a program management capacity for the Consortium. Once formed, the Consortium Steering Committee is the only entity authorized to admit new members. An academic or corporate institution seeking to become a member of the Consortium applies to the Chair of the Steering Committee who will present the request for consideration to the Steering Committee. The request must be approved by a simple majority of the committee members prior to the institution being admitted as a Consortium member.

C. The Steering Committee will serve in the following capacities:

1. Develop and annually update the Program selection criteria based on the needs of hiring organizations.

2. Oversee the process of selecting participants and alternates for the program.

3. Oversee the selection of STEM students, and matching of STEM students to full and part time employers.

4. Plan and assess activities relating to programs and services provided by the Program.

5. Market the Program to encourage student enrollment and community participation.

6. Continuing to foster community support for the Program.

7. Review and approve new Consortium members.

8. Other duties and responsibilities as necessary to manage the STEM Program.

D. Each corporation will have the ability to adjust their future out-year STEM student commitments annually through the Steering Committee. The Consortium will attempt to maintain a job commitment rate higher than the 30 planned accessions each year to provide flexibility to the encumbered corporations/companies.

Article V – Eligibility and Participation

A. The Program is primarily for military members completing their service and desiring a career as a Nuclear, Chemical, Mechanical, Civil, or Electrical Engineer.

B. In order to participate in the Program, applicants must:

1. Have a high school diploma or equivalent.

2. Be departing the service with an "Honorable" discharge.

3. Be able to meet admission standards to the chosen institution of higher education.

4. Be responsible for their own financial and logistical support.

5. Provide any and all documentation requested by the Selection Committee and academic institutions.

C. While not required, it is desired that applicant:

1. Have just completed their service but are still on active duty or serving in the Guard or Reserve.

2. Good academic fundamentals in mathematics and science.

3. Hold a current "Secret" or higher security clearance and the ability to transfer the security clearance "in status."

D. STEM Student participation in the Program is completely voluntary. Individuals can terminate participation in the Program at anytime. Program participants who elect to leave the program short of a four-year degree will be given due consideration by participating organizations for employment. STEM student Program status terminates upon graduation from a 4-year academic institution, voluntary termination, or by majority vote of the Steering Committee. Admission requirements can be adjusted or waived by the Steering Committee to accommodate STEM applicants with special circumstances. Veterans wounded in combat, Purple Heart Award recipients, and recipients with other significant military awards will be given additional STEM selection weighting. Selected military members will use their transition Permanent Change of Station (PCS) benefits to relocate to the Oak Ridge/Knoxville area.

E. The Program Coordinator will follow student progress through the program and coordinate needed assistance whenever possible. Program participants should plan on attending RSCC or PSTCC colleges for a minimum of one term to validate or establish engineering academic fundamentals. Some participants may directly enter a four-year program depending on their academic qualifications.

Article VI – Support Provided by Consortium Members

A. Military members selected for participation in the Program will be responsible for their own academic and living expenses. Corporations and potentially academic institutions will provide part time employment for STEM participants needing additional financial support as committed in Attachment F. Typically, part time employment will be 10-20 hours a week per person. Additional hours should be able to be arranged through the STEM Coordinator.

B. Colleges should not incur any additional costs due to participation in this Program other than those of an enrolled student. Participation in the Program does not disqualify STEM students from seeking and receiving other forms of financial support. Each Academic Consortium member will be solely responsible for collecting fees and tuition from students enrolled in its institution through its normal established processes.

Article VII – Effective Date, Modification, and Termination

A. This MOA shall be effective upon the date of the last signature contained on Attachments A, B, and C.

B. This MOA may be modified upon written agreement of a simple majority of the signatories to the MOA.

C. This MOA may be terminated upon written agreement of a simple majority of the signatories to the MOA. Since this is a voluntary program, any commitments made under this MOA and by the Consortium, also terminate upon termination of the MOA, unless otherwise agreed upon by the parties.

D. Support organization participation in this consortium by city and county governments may be terminated by action of the governing body of their respective city or county.

Attachment A

UNIVERSITIES

IN WITNESS WHEREOF, as charter members of the Consortium have caused to be subscribed and affixed their names to this MOA:

Gary Goff

Dr. Gary Goff
President, Roane State Community College

2-27-09
Date

Allen Edwards

Dr. Allen Edwards
President, Pellissippi State Technical Community College

2/27/09
Date

Robert Bell

Dr. Robert Bell
President, Tennessee Technological University

1-8-09
Date

John Petersen

Dr. John D. Petersen
President, University of Tennessee System

2/13/09
Date

Attachment B

CORPORATIONS

IN WITNESS WHEREOF, as charter members of the Consortium have caused to be subscribed and affixed their names to this MOA:

Mr. Darrel Kohlhorst — Date: 3/2/09
President and General Manager B&W Y-12

Dr. Thomas E. Mason — Date: 2/27/09
Director, Oak Ridge National Laboratory

Mr. Phillip L. Reynolds — Date: 1-7-09
Vice President Human Resources
Tennessee Valley Authority

Dr. Barry Goss — Date: 2/27/09
President, Pro2Serve

Mr. Michael H. Evans — Date: 2/6/09
President & CEO
GEM Technologies, Inc.

Mr. Robert S Eby — Date: 2/27/09
Director, ACP Technology and Process Engineering
USEC, Inc.

1/13/08

Mr. John Howanitz
Senior Project Manager,
Bechtel Systems and Infrastructure Inc.

Date

11-24-08

Ms. Bonnie Carroll
President, Information International Associates

Date

2/24/~~08~~09

Mr. Carl Durham
President, B&W Clinch River

Date

2/27/09

Mr. Anthony R. Buhl
President and CEO
EnergX

Date

1/16/09

Mr. Tim Bendt
Assistant Vice President & Operations Contracts Manager
Science Applications International Corporation

Date

for

2/27/09

Mr. Mike F. Johnson
President, Commercial Facilities Group
Energy Solutions

Date

Attachment C

SUPPORTING ORGANIZATIONS

IN WITNESS WHEREOF, as charter members of the Consortium have caused to be subscribed and affixed their names to this MOA:

Mr. Tom Beehan
Mayor, Oak Ridge, Tennessee

2/27/09
Date

Mr. Ted Sherry
Manager, Y-12 Site Office, NNSA

2/23/09
Date

Mr. Gerald Boyd
Manager, Oak Ridge Office

2/27/09
Date

Mr. Tom Rogers
Chairman of the Board
Tennessee Valley Corridor

2/27/09
Date

Mr. Homer S. Fisher
Interim President and CEO
Oak Ridge Associated Universities

2/27/09
Date

Mr. Mike Ragsdale
Mayor, Knox County

1-8-09
Date

1/9/09

Mr. Darrell Akins,
Chairman, Akins Crisp Public Strategies

Date

2/27/09

Mr. Jim Campbell,
President, East Tennessee Economic Council

Date

2.27.09

Ms Kim K. Denton, CEcD
Innovation Valley Inc.

Date

2/27/09

Mr. Wayne Roquemore
President, Lawler-Wood, LLC

Date

8 JAN 09

Mr. Jean F. Burleson
Senior Vice President & General Manager
Wackenhut Services, Inc. - Oak Ridge

Date

3/16/09

Mr. Rex Lynch
Anderson County Mayor

Date

8 Jan 09

Mr. Bill Haslam
Mayor, City of Knoxville

Date

2/27/09

Mr. Mike Farmer
Roane County Executive

Date

Mr. Kevin L. White
Project Manger Tetra Tech

Date

Attachment D

ADDITIONAL MEMBERS OF THE CONSORTIUM:

IN WITNESS WHEREOF, as additional members of the Consortium have caused to be subscribed and affixed their names to this MOA:

SUPPORTING MEMBER OR ORGANIZATION

Zach Wamp

Congressman Zach Wamp

2/27/09

Date

Attachment E

CORPORATE COMMITMENT FOR FULL TIME EMPLOYMENT UPON GRADUATION WITH AN ENGINEERING DEGREE:

B&W Y-12 - 10 per year

Tennessee Valley Authority (TVA) – 10 per year (5 Fossil & 5 Nuclear)

GEM – 2 per year

Pro2Serve – 2 per year

B&W Clinch River – 1 per year

Energy Solutions – 3 to 5 per year

ORNL/UT-Battelle – 2 per year

Bechtel – 5 per year

USEC – 4 per year

EnergX – 2 per year

Attachment F

CORPORATE COMMITMENT FOR PART-TIME EMPLOYMENT UPON GRADUATION WITH AN ENGINEERING DEGREE:

B&W Y-12 – TBD (but will cover the initial 10 participants)

Tennessee Valley Authority – 10 per year

GEM – TBD

Pro2Serve – TBD

B&W Clinch River – TBD

Energy Solutions – TBD

IIA – 1 per year

ORNL/UT-Battelle– 4 per year

SAIC – 1 per year

Bechtel - TBD

USEC – TBD

EnergX – TBD

Tetra Tech – 1 per year