

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. M170	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Procurement and Contracts Division ATTN: Barbara J. Jackson P.O. Box 2001 Oak Ridge, TN 37831-8756	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) UT-Battelle, LLC Attn: Michael J. Fietze, Director Prime Contract Administration Post Office Box 2008 Oak Ridge, TN 37831-6231		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
		<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-00OR22725
			10B. DATED (SEE ITEM 13) October 18, 1999
CODE	FACILITY CODE		

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Clause H-45, Mutual Agreement and P.L. 95-91

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to incorporate clause H-47, Intellectual Property - BioEnergy Science Center into the contract.

All other terms and conditions other than those specified in this modification remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Greg L. Turner Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson Contracting Officer	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY <u>Greg L. Turner</u> (Signature of person authorized to sign)	<u>Sept 24, 2007</u>	BY <u>Barbara J. Jackson</u> (Signature of Contracting Officer)	<u>9/24/07</u>

DUPLICATE ORIGINAL

H-47 Intellectual Property – BioEnergy Science Center

Notwithstanding the provisions set forth in Clause I.129, "Technology Transfer Mission," and Clause I.130, "Rights in Data-Technology Transfer," the following applies to subject inventions in the Core Technologies of the ORNL BioEnergy Science Center and for all technical data produced or acquired by the BESC:

(a) Definitions.

(1) *BESC Team Member* means any industrial, university, or other entity, and their successors, receiving BESC funding as part of the ORNL BioEnergy Science Center.

(2) *Core Technologies* means:

- (i) Formation of biomass with reduced recalcitrance;
- (ii) New tools for biomass characterization; and
- (iii) Microbial/enzymatic hydrolysis of lignocellulose.

(3) *Intellectual Property Management Plan* means the plan approved by DOE and executed by all BESC Team Members within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725. The Intellectual Property Management Plan, to be attached as an Appendix to this Contract and made a part hereof, ensures and facilitates compliance with federal Intellectual Property law and policy, the public interest regarding dissemination of scientific reports and results, and the rapid transfer of technology for the development of cellulosic ethanol and other biofuels.

(b) Licensing and Disposition of Benefits.

(1) The Center will not enter into or be subject to any future licensing arrangements which provide a preferential license to any third party without prior approval by DOE.

(2) In accordance with the Intellectual Property Management Plan, the following disposition of revenue applies when cumulative royalties or other income earned by the Contractor (excluding equity until liquidated) exceed \$200,000 from all license agreements for any subject invention or group of related subject inventions in the Core Technologies:

After incidental expenses (such as patenting and licensing costs, but not payments to inventors) are deducted from any royalties or other income earned by the Contractor with respect to subject inventions in the Core Technologies, sixty percent (60%) of the balance of any such royalties or other income or equity (above the \$200,000 threshold) will be utilized as determined by the Center for the support of scientific research or education to further the efforts of the Center and forty percent (40%) of the balance of such royalties, other income or equity will be distributed to the intellectual property owner(s), from which payments to inventors will be made.

(3) All revenue, regardless of amount, resulting from liquidation of equity in private for-profit companies created to commercialize a Core Technology invention retained by the Contractor shall be subject to the 60/40 split as provided for in (2) above.

(4) The disposition of royalties or other income, including equity, set forth in (2) and (3), above, remains in effect so long as the BESC is in existence. If the BESC no longer exists *prior* to the end of the initial five-year period due to lack of DOE funding, or *after* the initial five-year period due to funding or other issues as determined by DOE, then the royalty and equity disposition of (2) and (3), above, is no longer applicable.

(5) The requirements set forth in this clause will be included in the IP Management Plan executed by all the BESC Team Members.

(6) Subject inventions in the Core Technologies made with Center funding are not entitled to election or commercialization under Contractor's privately funded technology transfer program.

(c) Ownership of Technical Data.

(1) Except for data qualifying as restricted computer software or limited rights data, the Contractor will include the following requirements in all subcontracts with BESC Team Members performing work as part of the Center:

(i) The Government shall have unlimited rights in all technical data first produced or acquired by the subcontractor. Contractor shall use the clause at 48 CFR 970.5227-1, "Rights in Data-Facilities (BESC Deviation)" in all subcontracts with BESC Team Members; and

(ii) All technical data first produced or acquired in the performance of work in the Center will be shared with BESC Team Members, other DOE Bioenergy Science Centers, and with any DOE advisory committee assisting DOE in the evaluation of the activities of the Center.

(2) Any deviations or modifications to such requirements will require written notice to and authorization of the DOE Contracting Officer.

(3) Within 90 days of the modification that incorporates this clause into the Prime Contract DE-AC05-00OR22725, the Contractor will agree to establish a list of data first produced by the Center in the performance of this contract which will be released to the public.

(4) The Contractor will include the technical data publication requirement in paragraph (3) above in all subcontracts or other agreements with BESC Team Members performing work as part of the Center. Any deviation or modification of this requirement will require written notice to and authorization of the DOE Contracting Officer.

(d) Special Patent Rights Provisions for Certain Subcontractors Subject to 35 U.S.C. § 200, *et seq.*

For subcontracts in which the Contractor is a domestic small business or nonprofit organization as defined at (FAR) 48 CFR 27.301, Contractor shall replace paragraph (b) of 952.227-11 with alternate paragraph (b) as prescribed in 37 CFR 401.14(c) and with paragraph (2) modified by inserting at the beginning thereof, "Provided DOE has issued an exceptional circumstance in accordance with 37 CFR 401.3, . . ."