

**APPENDIX B**

To User Agreement No. \_\_\_\_\_

between

**UT-BATTELLE, LLC**

and

**AGREEMENT COVERING OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPANT**

\_\_\_\_\_(Participant), an employee or representative of \_\_\_\_\_(User), pursuant to the above User Agreement between User and **UT-BATTELLE, LLC., (the "Contractor")** is to be permitted access to and use of the \_\_\_\_\_, a user facility of the UNITED STATES DEPARTMENT OF ENERGY (DOE) which is operated by UT-BATTELLE under contract with the UNITED STATES GOVERNMENT, for the following initial period: **indefinite**, and any approved extension thereof (which access and use are hereinafter referred to as the "Activity"), as authorized under the aforesaid User Agreement. The Participant acknowledges that he/she is familiar with the provisions of the User Agreement and further understands and agrees, as a condition of his/her access to or use of the aforementioned facility and/or equipment, material, services, or information of **the Contractor** for the purpose of the above stated Activity, that:

1. Although the Participant will remain an employee or representative of the User at all times during his/her participation in the Activity, and shall not be considered an employee of **the Contractor** or DOE for any purpose, his/her occupational activities shall be subject to the administrative and technical oversight of **the Contractor** during and in connection with the Activity."
2. The Participant shall abide by and comply with all applicable rules, regulations, and requirements of DOE and **the Contractor** with regard to said Activity including, but not limited to, those pertaining to security, safety, operating and health-physics procedures, hours of work, and conduct. The Participant further understands and acknowledges (a) that the Activity under the User Agreement is subject to the priority of **the Contractor's** work for the Government and on a non-priority basis in regard to other users, and (b) that **the Contractor** shall have sole responsibility and discretion for allocating and scheduling usage of the facilities, equipment, services, materials and/or information involved in or needed for the Activity.
3. Provisions of the User Agreement shall be applicable to and govern all right, title, and interest in and to any invention or discovery made or conceived by the Participant in the course of or under the User Agreement, or any patent application or patent thereon.
4. The Participant shall assert no claims for pecuniary award or compensation under the provisions of the U. S. Atomic Energy Act of 1954, as amended, or any other applicable law, with regard to any such invention or discovery, patent application, or patent, except in accordance with applicable provisions of the User Agreement.
5. The Participant shall comply with and be governed by the provisions of the User Agreement with regard to any technical data or information in any form which is generated, developed, or acquired by the Participant in the course of or under the User Agreement.
6. The Participant shall comply with and be governed by all other applicable provisions of the User Agreement.
7. The Participant further understands and agrees that:
  - (a) All obligations and responsibilities undertaken herein shall continue in full force and effect until properly fulfilled or otherwise discharged, notwithstanding the conclusion of his/her participation in the Activity or the termination of his/her affiliation with the User;
  - (b) All such obligations and responsibilities shall be equally applicable to and govern any extension or renewal of his/her participation in the Activity pursuant to the User Agreement, without the necessity of executing another copy of this Appendix B;
  - (c) The Participant has entered into no agreements with any person or party conflicting with his/her obligation, agreement, or undertaking herein; and
  - (d) Although the Participant shall not be entitled to obtain access to any Restricted Data or other classified information pursuant to the User Agreement, he/she understands that his/her failure to properly safeguard any such classified information that may come to him/her in connection with this effort may subject him/her to civil and/or criminal liability under applicable laws of the United States.

Participant (Signature): \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_