

USER AGREEMENT FOR A FEDERAL AGENCY

No. _____
Between

UT-BATTELLE, LLC
"CONTRACTOR"

Operator of Oak Ridge National Laboratory (hereinafter "Laboratory") under U.S. Department of Energy
Contract No. DE-AC05-00OR22725

AND
NAME OF USER INSTITUTION
"USER"

(Collectively, "the Parties")

The obligations of the above-identified DOE Contractor may be transferred to and shall apply to any successor in interest to said Contractor continuing the operation of the DOE Non-Proprietary User Facility involved in this User Agreement.

ARTICLE I. FACILITIES AND SCOPE OF WORK

CONTRACTOR will make available to employees, consultants and representatives of USER (hereinafter called "Participants") certain Laboratory Non-Proprietary User Facilities ("Facilities"), which may include equipment, support services, information and other material, with or without Laboratory scientist collaboration, for purposes as described in the Appendix A which is attached to and made a part of this Agreement. Future Appendices A referencing this Agreement may be created for identifying additional facilities and/or purposes during the term of this Agreement (see Article II). Such additional Appendices will be considered to be part of this Agreement upon acceptance by the Parties.

In order for the USER to gain access to and/or use of the Facilities, the research must first receive programmatic approval of the facility director and available scheduling therefor. It is understood and agreed that the approval determinations of the director of the facility are final. To receive such approval, the USER is obligated to provide a proposal disclosing a functional non-proprietary description of the experimental work, since such information is essential to the CONTRACTOR to operate the facility. The scope of work shall not be considered proprietary information and shall be publicly releasable.

ARTICLE II. TERM OF THE AGREEMENT

This Agreement shall be effective as of the date on which it is signed by the last of the Parties. This Agreement shall remain in effect for ten years and will be automatically renewed for an additional ten years in the absence of a prior written objection to such renewal by either Party. The Parties understand that, during the term of the Agreement, DOE may propose changes to the Agreement, and the Parties agree, in good faith, to consider amending the Agreement in accordance with such proposed changes.

ARTICLE III. COST

Each Party will bear its own costs and expenses associated with this Agreement. No money will be transferred to or from either Party as consideration, in whole or in part, for this Agreement, except for reimbursement for support services that are provided above and beyond those normally or routinely provided by the facility upon request by USER and at the discretion of CONTRACTOR. Support services above and beyond those normally or routinely provided by the Facility may include, for example, sample preparation and facility operation outside of normal working hours, but shall not include conduct of research. Costs associated with said USER support shall be agreed upon in advance and set forth in a project-specific Appendix A. CONTRACTOR will invoice USER for these costs, and USER shall pay each invoice according to the instructions therein.

ARTICLE IV. ADMISSION REQUIREMENTS

USER and Participants are subject to the administrative and technical supervision and control of CONTRACTOR and will comply with all applicable rules of CONTRACTOR and DOE with regard to admission (including remote access as well as physical access) to and use of the Facility, including safety, operating and health-physics procedures, environment protection, access to information, hours of work, and conduct. Participants shall execute any and all documents required by CONTRACTOR acknowledging and agreeing to comply with such applicable rules of CONTRACTOR. Participants will not be considered employees of CONTRACTOR for any purpose.

ARTICLE V. SCHEDULING***

USER understands that CONTRACTOR will have sole responsibility and discretion for allocating and scheduling usage of the Facilities and equipment needed for or involved under this Agreement.

ARTICLE VI. PROPERTY AND MATERIALS***

Note: Provisions of this Article do not apply to Technical Data, which are addressed in Article IX.

USER may be permitted by CONTRACTOR to furnish equipment, tooling, test apparatus, or materials necessary to assist in the performance of its experiment(s) at the Facility. Such items shall remain the property of USER. Unless the Parties otherwise agree, all such property furnished by USER or equipment and test apparatus provided by USER will be removed by USER within sixty (60) days of the earlier of termination of the specific project or expiration of the Appendix A or will be disposed of as directed by USER at USER's expense. ***Any equipment that becomes integrated into the facility shall be the property of the Government.*** USER acknowledges that any material supplied by USER may be damaged, consumed or lost. Unless otherwise specified in Appendix A, materials (including residues and/or other contaminated material) remaining after performance of the work or analysis will be removed in their then condition by USER at USER's expense. USER will return facilities and equipment utilized in their original condition except for normal wear and tear.

CONTRACTOR shall have no responsibility for USER's property in CONTRACTOR's possession other than loss or damage caused by willful misconduct or gross negligence of CONTRACTOR or its employees.

Personal property produced or acquired during the course of this Agreement shall be disposed of as directed by the owner at the owner's expense

ARTICLE VII. PATENT AND TECHNICAL DATA PROVISIONS (Deviation for a Federal Agency)

As a Federal agency of the United States Government, Intellectual Property created by User as a result of work conducted under this agreement shall be owned by the U.S. Government and shall be governed by applicable Federal law and regulation. Pursuant to Title 17 U.S.C. section 105, any data or work created by Federal employees is not subject to copyright protection within the United States. All other rights are reserved to the United States Government.

ARTICLE VIII. LABORATORY SITE ACCESS, SAFETY AND HEALTH***

As a precondition to using CONTRACTOR facilities, Participants must complete all CONTRACTOR Site Access documents and requirements. USER and Participants shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Participants must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and CONTRACTOR, including the specific requirements of the Facility covered by this Agreement. In the event that USER or Participant fails to comply with said regulations and requirements, CONTRACTOR may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of USER's activities at the Facility.

ARTICLE IX. PERSONNEL RELATIONSHIPS***

Participants will remain employees or representatives of the USER at all times during their participation in the work under this Agreement, and shall not be considered employees of CONTRACTOR or DOE for any purpose. Participants shall be subject to the administrative and technical supervision and control of CONTRACTOR during and in connection with the Participant's activities under this Agreement.

ARTICLE X. RESERVED ARTICLES

The following articles that are standard in User Agreements have been reserved since this Agreement is between a DOE National Laboratory operating under its Prime Contract and a U.S. Government Agency or Department:

- A) Indemnity & Liability (including Disclaimers)
- B) Export Controls
- C) Disputes

ARTICLE XI. ENTIRE AGREEMENT

It is expressly agreed by the Parties hereto that this Agreement constitutes the entire and only Agreement between the Parties with respect to the subject matter herein; and that this Agreement cannot be amended nor any provision thereof waived except by an instrument in writing and duly executed on behalf of each of the Parties hereto by the duly authorized representative of each Party.

ARTICLE XII. TERMINATION

Either Party hereto may terminate this Agreement for any reason at any time by giving not less than thirty (30) days' prior written notice to the other Party. Notice will be deemed made as of the day of receipt. The obligations of any clause of this Agreement, which by their nature extend beyond its termination, shall remain in full force and effect until fulfilled.

AUTHORIZED SIGNATURES:

By signing this Agreement, the signatories attest that they are legally authorized to commit their respective institutions to this Agreement

Proposed on behalf of USER	Accepted on behalf of CONTRACTOR
Signature:	Signature:
Name (print):	Name: Cindy Kendrick
Title (print):	Title: User Agreements Manager Sponsored Research Programs
Date:	Date: