

Memorandum of Understanding

Between

[Participant]

and the

United States Department of Energy
National Energy Technology Laboratory

I. Purpose

The purpose of this Memorandum of Understanding (MOU) between the United States Department of Energy (DOE), National Energy Technology Laboratory (NETL) (hereinafter "NETL") and [Participant] (hereinafter "_____"), is to establish a cooperative working arrangement between NETL and [Participant] in the areas of _____.

II. Funding

All work performed by NETL and [Participant] under this MOU will be done with each organization funding its own activities.

III. Specific Research and Development Projects

[insert specific projects]

IV. Intellectual Property Rights of the Parties

Any intellectual property right which is owned or controlled by either party hereto prior to the date of this MOU, or which is acquired or developed by a party independently of its performance under this MOU, shall at all times continue to be owned or controlled by said party. Rights in any invention conceived or first actually reduced to practice by any employee of the parties within the Scope of the Tasks of this MOU shall be governed by the patent policy of Section 9 of the Federal Non-nuclear Energy Research and Development Act of 1974, 42 U.S.C. 5908.

V. Publication Rights

Each party reserves the right to publish written works related to work conducted hereunder either separately or with the other party. In the event the party publishes separately, both parties agree to submit a draft of any such publication to the other party for a 30-day review period prior to release.

VI. Third Party Claims

Each party shall be responsible for claims, losses, damages, and expenses which are proximately caused by the acts or omissions of that party or its employees, agents or representatives acting within the scope of their employment.

VII. Communications

To provide for consistent and effective communications, the parties have designated points of contact listed below:

NETL

Technical Contact:

Department of Energy
3610 Collins Ferry Rd
P.O. Box 880
Morgantown, WV 26507-0880
Phone:
Email:

Administrative Contact:

Jessica Sosenko
Department of Energy
626 Cochrans Mill Road
P.O. Box 10940
Pittsburgh, PA 15236-0940
Phone: 412.386.7417
Email:
jessica.sosenko@netl.doe.gov

[Participant]

Technical Contact:

[INSERT NAME]
[ADDRESS]
[PHONE]
[EMAIL]

Administrative Contact:

[INSERT NAME]
[ADDRESS]
[PHONE]
[EMAIL]

The points of contact shall coordinate all requests for assistance under this MOU and shall serve as the communication link between [Participant] and NETL. The technical contacts shall coordinate on matters relating to work performed or to be performed under this MOU.

VIII. Entire Agreement

This MOU embodies the entire agreement between [Participant] and NETL with regard to the work described in this MOU and supersedes all other communications, either oral or written. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding not set forth herein. No amendments or modifications shall be valid unless incorporated into this MOU.

IX. Authorities

Work performed under this MOU is authorized by the Department of Energy Organization Act as Amended (Public Law 95-91).

X. Effective Date, Modification, And Termination

This MOU is effective upon acceptance of the two parties and shall remain in effect until _____, 20____ unless terminated in accordance with the terms set forth herein. This MOU may be modified by written agreement of the parties. Any modifications must be signed by the NETL ORD Director or designee and the [Participant] signatory listed below or designee. . This MOU may be terminated at any time by mutual consent of the parties. Either party may terminate this MOU unilaterally by providing 30 calendar days written notice.

ACCEPTANCE:

FOR [Participant]:

FOR NETL:

BY: _____

BY: _____

[INSERT NAME]

[INSERT TITLE]

Director, Office of Research and
Development

DATE: _____

DATE: _____