

EXHIBIT A: CRADA, WFO, PUA and NPUA Comparison Table, with suggested changes

On cost recovery basis, the CRADA, WFO, PUA and NPUA agreements can be distinguished as follows:

Participant covers any DOE Laboratory costs?

NO = **NPUA**¹, no cost recovery

YES = Participant uses DOE Contractor personnel (other than incidental use)?

NO = **PUA**², full cost recovery

YES = Participant "hires" DOE Contractor personnel (as opposed to joint research collaboration)?

NO = **CRADA**³, full or partial cost recovery

YES = **WFO**⁴, full cost recovery

We suggest the following changes to the CRADA, WFO, PUA and NPUA agreements below.⁵

1. Title.....	2
2. Parties/Preamble.....	2
3. Article [#]: Definitions.....	2
4. Article [#]: Term	8
5. Article [#]: Statements of Work.....	9
6. Article [#]: Costs	10
7. Article [#]: Payments	11
8. Article [#]: Admission Requirements	12
9. Article [#]: Laboratory Site Access Safety and Health.....	12
10. Article [#]: Scheduling	13
11. Article [#]: Personnel Relationships.....	14
12. Article [#]: Third-Party Contracts	15
13. Article [#]: Property and Materials	15
14. Article [#A]: Patent Rights - Subject Inventions.....	17
15. Article [#B]: Patent Rights - Contractor's Rights.....	18
16. Article [#C]: Patent Rights - Participant's Rights.....	18
17. Article [#D]: Patent Rights - Joint invention Rights	19
18. Article [#E]: Patent Rights - Government Rights	20
19. Article [#F]: Patent Rights - March-in Rights and US Preference Requirements	23
20. Article [#G]: Patent Rights - Facilities License.....	24
21. Article [#G]: Patent Rights - Invention Identification, Disclosures and Reports	25
22. Article [#A]: Technical Data Rights	27
23. Article [#B]: Technical Data Rights - Deliverables.....	27
24. Article [#C]: Technical Data Rights - Copyrightable Materials.....	29
25. Article [#D]: Technical Data Rights – Proprietary Information.....	32
26. Article [#]: Trademarks	34
27. Article [#]: Mask Works.....	34
28. Article [#]: Cost of Intellectual Property Protection	34
29. Article [#]: Publications	35
30. Article [#]: Use of Names and Legal Notice.....	36
31. Article [#]: Export Control	38
32. Article [#]: Disclaimers.....	38
33. Article [#]: Product Liability.....	40
34. Article [#]: General Indemnity	40
35. Article [#]: Patent and Copyright Indemnity-Limited.....	41
36. Article [#]: Exclusions.....	42
37. Article [#]: Notice and Assistance Regarding Patent and Copyright Infringement	42
38. Article [#]: Similar or Identical Services.....	43
39. Article [#]: Assignment	43
40. Article [#]: Disputes.....	44
41. Article [#]: Project Management.....	45
42. Article [#]: Notices Language.....	46
43. Article [#]: Termination	46
44. Article [#]: Waiver.....	47
45. Article [#]: Force Majeure.....	47
46. Article [#]: Conflict of Terms	48
47. Signatures.....	49
48. Statement of Work (SOW) No. [insert #].....	49

¹ Nonproprietary joint research with DOE Contractor personnel and/or use of DOE Laboratory facilities

² Proprietary research by Participant and use of DOE Laboratory facilities only

³ Proprietary or nonproprietary joint research with DOE Contractor personnel and permitted use of DOE Laboratory facilities

⁴ Proprietary or nonproprietary project with DOE Contractor personnel and permitted use of DOE Laboratory facilities

⁵ Where an article is not generally applicable to a particular type of agreement, "[RESERVED]" is shown for article numbering consistency.

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
1. Title				
A. Harmonizing format to read:	Stevenson-Wydler (15 U.S.C. 3710) Cooperative Research and Development Agreement (CRADA) No. [insert #] (Agreement)	Work for Others Agreement (WFO) No. [insert #] (Agreement)	Proprietary User Agreement (PUA) No. [insert #] (Agreement)	Non-Proprietary User Agreement (NPUA) No. [insert #] (Agreement)
2. Parties/Preamble				
<i>Generally: Adopting the "Parties/Preamble" language for all four agreements and harmonizing the language</i>				
a. Harmonizing the format for the agreements and using "Contractor", "Laboratory", "Participant", "Parties" uniformly throughout each agreement to read, e.g.,:	<p style="text-align: center;">BETWEEN [insert Contractor legal name] (Contractor), operator of [insert Laboratory name] (Laboratory), under U.S. Department of Energy Contract No. [insert #] AND [insert Participant legal name] (Participant) (collectively, Parties)</p>			
b. Harmonizing transferability language for a Contractor's successor in interest. Specifically, we recommend adopting transferability language from PUA for all four agreements.	Add: <u>The obligations of the Contractor may be transferred to and shall apply to any successor in interest to said Contractor continuing the operation of the Laboratory involved in this Agreement.</u>	Modify: 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 facility <u>Laboratory involved in this Work for Others Agreement.</u>	No change: The obligations of the Contractor may be transferred to and shall apply to any successor in interest to said Contractor continuing the operation of the Laboratory involved in this Agreement.	Modify: 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 <u>Laboratory involved in this User Agreement.</u>
3. Article [#]: Definitions				
<i>Generally: Adopting alphabetized "Definitions" language for all four agreements. Common, centralized definitions will aid in readability, comprehension and administration of signed agreements by the Parties and DOE. However, not all definitions need be included in all such agreements. Specifically, we recommends inclusion/exclusion of definitions as follows:</i>				
a. "Background Intellectual Property"	Modify: "Background Intellectual Property" means the Intellectual Property identified by the Parties in Appendix <u>a SOW, Article [insert #]</u> Background Intellectual Property, which was in existence prior to or is first produced outside of this CRADA Agreement , except that in the case of inventions in those identified items, the inventions must have been conceived	Exclude	Exclude	Exclude

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	outside of this CRADA Agreement and not first actually reduced to practice under this CRADA Agreement to qualify as Background Intellectual Property.			
b. "Contracting Officer"	No change: "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.	Add: "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.	Add: "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.	Add: "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.
c. "Contractor Invention"	Add: "Contractor Invention" means any Subject Invention of Contractor or its Representatives.	Exclude	Exclude	Move definition from Article VIII to newly added definition section modified as follows: " CONTRACTOR Contractor Invention" means any Subject Invention of CONTRACTOR Contractor or its Representatives."
d. "Copyright"	Add: "Copyright" means a work of authorship copyrighted under Federal law.	Add: "Copyright" means a work of authorship copyrighted under Federal law.	Add: "Copyright" means a work of authorship copyrighted under Federal law.	Add: "Copyright" means a work of authorship copyrighted under Federal law.
e. "DOE"	No change: "DOE" means the Department of Energy, an agency of the Federal Government.	Add: "DOE" means the Department of Energy, an agency of the Federal Government.	Add: "DOE" means the Department of Energy, an agency of the Federal Government.	Add: "DOE" means the Department of Energy, an agency of the Federal Government.
f. "Foreign Interest"	Include current definition, if applicable	Exclude	Exclude	Exclude
g. "Foreign ownership, control, or influence (FOCI)"	Include current definition, if applicable	Exclude	Exclude	Exclude
h. "Generated Information"	Delete	Delete (from Article XV)	N/A	N/A
i. "Government"	No change: "Government" means the Federal Government of the United States of America and agencies thereof.	Add: "Government" means the Federal Government of the United States of America and agencies thereof.	Add: "Government" means the Federal Government of the United States of America and agencies thereof.	Add: "Government" means the Federal Government of the United States of America and agencies thereof.
j. "Intellectual Property"	Use alternate definition modified as follows: "Intellectual Property" means Patents, Copyrights, Trademarks,	Exclude	Exclude	Exclude

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	and Mask Works protected <u>as personal property</u> by Federal law and foreign counterparts, except trade secrets and excludes , for the purposes of this Agreement, <u>Proprietary Information and Protected Project Information.</u>			
k. "Joint Invention"	Add: "Joint Invention" means a Subject Invention by one or more <u>Participant Representatives and one or more Contractor Representatives.</u>	Add: "Joint Invention" means a Subject Invention by one or more <u>Participant Representatives and one or more Contractor Representatives.</u>	Exclude	Add: "Joint Invention" means a Subject Invention by one or more <u>Participant Representatives and one or more Contractor Representatives.</u>
l. "Mask Work"	Modify: "Mask Work" means a series of related images, however fixed or encoded, having or representing the predetermined, three-dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product and in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product, <u>protected under Federal law.</u>	Exclude	Exclude	Exclude
m. "Patent"	Add: "Patent" means an invention <u>patented under Federal law.</u>	Add: "Patent" means an invention <u>patented under Federal law.</u>	Add: "Patent" means an invention <u>patented under Federal law.</u>	Add: "Patent" means an invention <u>patented under Federal law.</u>
n. "Patent Counsel" <i>Adopt the NPUA definition in all four agreements.</i>	Add: "Patent Counsel" means the DOE Counsel for Intellectual Property assisting the DOE <u>Contracting activity.</u>	Move definition from Article XIV to newly added definition section modified as follows: "Patent Counsel" means the DOE <u>Patent-Counsel for Intellectual Property assisting the procuring DOE Contracting activity which has the administrative</u>	Move definition from Article VIII to newly added definition section modified as follows: "Patent Counsel" means the DOE <u>Patent-Counsel for Intellectual Property assisting the Facility Operator DOE Contracting activity.</u>	Move definition from Article VIII to newly added definition section unmodified: "Patent Counsel" means the DOE Counsel for Intellectual Property assisting the DOE Contracting activity.

Comments	CRADA	WFO	PUA	NPUA
We recommend:		responsibility for the facility where the work under this Agreement is to be performed.		
o. "Participant Invention"	Add: "Participant Invention" means any Subject Invention of Participant or its Representatives.	Add: "Participant Invention" means any Subject Invention of Participant or its Representatives.	Add: "Participant Invention" means any Subject Invention of Participant or its Representatives.	Move definition from Article VIII to newly added definition section modified as follows: "USER-Participant Invention" means any Subject Invention of USER-Participant or its Representatives.
p. "Proprietary Information"	Use alternate definition modified as follows: "Proprietary Information" means information which is developed at private expense outside of this CRADA Agreement, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)), <u>provided that such Proprietary Information:</u> a. <u>is not publicly known or becomes publicly known or available from other sources without obligation of confidentiality,</u> b. <u>has not been made available by the owner to others without obligation of confidentiality, or</u> c. <u>is not already available without obligation of confidentiality.</u>	Move definition from Article X to newly added definition section modified as follows: "Proprietary Information" means information which is developed at private expense outside of this Agreement, is marked as Proprietary Information, and embodies (1)(i) trade secrets or (2)(ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)), <u>provided that such Proprietary Information:</u> a. <u>is not publicly known or becomes publicly known or available from other sources without obligation of confidentiality,</u> b. <u>has not been made available by the owner to others without obligation of confidentiality, or</u> c. <u>is not already available without obligation of confidentiality.</u>	Move definition from Article IX to newly added definition section modified as follows: "Proprietary Information" means technical data which embody trade secrets , information which is developed at private expense, outside of this Agreement such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes or treatments, including minor modifications thereof, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)), provided that such data Proprietary Information: a. are <u>is not generally publicly known or becomes publicly known or available from other sources without obligation concerning their of confidentiality,</u> b. have <u>has not been made available by the owner to others</u>	Move definition from Article IX to newly added definition section modified as follows: "Proprietary Information" means Technical Data which embody trade secrets information which is developed at private expense, outside of this agreement Agreement, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)), provided that such data Proprietary Information: a. Are <u>is not generally publicly known or becomes publicly known or available from other sources without obligation concerning their of confidentiality,</u> b. Have <u>has not been made available by the owner to others without obligation concerning</u>

Comments	CRADA	WFO	PUA	NPUA
We recommend:			without obligation concerning their <u>of</u> confidentiality, or	their <u>of</u> confidentiality, and or
			c. are is not already available to the Government without obligation concerning their <u>of</u> confidentiality; and	c. Are is not already available to the CONTRACTOR or to the Government without obligation concerning their <u>of</u> confidentiality; and
			d. are marked as "Proprietary Data."	d. Are marked as "Proprietary Data."
q. "Protected Project Information"	Modify: "Protected CRADA Project Information" means Generated Information Technical Data which is marked as being Protected CRADA Project Information by a Party to this CRADA Agreement and which would have been Proprietary Information had it been obtained from a non-Federal entity.	Exclude	Exclude	Exclude
r. "Representative"	Add: "Representative" means an employee, contractor, consultant or other legal representative of a <u>Party</u> .	Add: "Representative" means an employee, contractor, consultant or other legal representative of a <u>Party</u> .	Add: "Representative" means an employee, contractor, consultant or other legal representative of a <u>Party</u> .	Add: "Representative" means an employee, contractor, consultant or other legal representative of a <u>Party</u> .
s. "Service Mark"	Delete	N/A	N/A	N/A
t. "Subject Invention"	Modify: "Subject Invention" means any invention of the Contractor or Participant conceived or first actually reduced to practice in the performance of work under this <u>CRADA Agreement</u> .	Move definition from Article XIV to newly added definition section modified as follows: "Subject Invention" means any invention or discovery of the Contractor, or, to the extent the Sponsor is performing any work under this Agreement, of the Sponsor, conceived in the course of or under this Agreement, or, in the case of an invention previously conceived by the Sponsor, first actually reduced to practice in the course	Move definition from Article VIII to newly added definition section modified as follows: "Subject Invention" means any invention or discovery of USER conceived or first actually reduced to practice in the course performance of or work under this Agreement.	Move definition from Article VIII to newly added definition section modified as follows: "Subject Invention" means any invention or discovery conceived or first actually reduced to practice in the course performance of or work under this Agreement.

Comments	CRADA	WFO	PUA	NPUA
We recommend:		performance of or work under this Agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether patented under the patent laws of the United States of America or any foreign country, or unpatented.		
u. "Subsidiary"	<p>Add:</p> <p><u>"Subsidiary" means a corporation, company, or other entity;</u></p> <p><u>a. more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists; or</u></p> <p><u>b. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or</u></p>	<p>Add:</p> <p><u>"Subsidiary" means a corporation, company, or other entity;</u></p> <p><u>a. more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists; or</u></p> <p><u>b. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or</u></p>	<p>Add:</p> <p><u>"Subsidiary" means a corporation, company, or other entity;</u></p> <p><u>a. more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists; or</u></p> <p><u>b. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or</u></p>	<p>Add:</p> <p><u>"Subsidiary" means a corporation, company, or other entity;</u></p> <p><u>a. more than 50% of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity will be deemed to be a Subsidiary only so long as such ownership or control exists; or</u></p> <p><u>b. which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, but more than 50% of whose ownership interest representing the right to make the decisions for such corporation, company or other entity is now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company or</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<u>other entity will be deemed to be a Subsidiary only so long as such ownership or control exists.</u>	<u>other entity will be deemed to be a Subsidiary only so long as such ownership or control exists.</u>	<u>other entity will be deemed to be a Subsidiary only so long as such ownership or control exists.</u>	<u>other entity will be deemed to be a Subsidiary only so long as such ownership or control exists.</u>
v. "Technical Data"	Add: <u>"Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature, excluding financial reports, costs analyses, and other information incidental to Agreement administration.</u>	Add: <u>"Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature, excluding financial reports, costs analyses, and other information incidental to Agreement administration.</u>	Move definition from Article IX to newly added definition section modified as follows: <u>"Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. Technical Data as used herein does not include, excluding financial reports, costs analyses, and other information incidental to Agreement administration</u>	Move definition from Article IX to newly added definition section modified as follows: <u>"Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. Technical Data as used herein does not include, excluding financial reports, costs analyses, and other information incidental to Agreement administration.</u>
w. "Trademark"	Modify: <u>"Trademark" means a distinctive mark, symbol, or emblem used in commerce by a producer or manufacturer to identify and distinguish its goods (Trademark) or services (Service Mark) from those of others, protected under Federal or state law.</u>	Exclude	Exclude	Exclude
x. "Unlimited Rights"	Add: <u>"Unlimited Rights" means the right to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.</u>	Move definition from Article XV to newly added definition section modified as follows: <u>"Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.</u>	Move definition from Article IX to newly added definition section modified as follows: <u>"Unlimited Rights" means the right to use, duplicate or disclose technical data, in whole or in part reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.</u>	Move definition from Article IX to newly added definition section modified as follows: <u>"Unlimited Rights" means the right to use, duplicate or disclose Technical Data, in whole or in part reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.</u>
4. Article [#]: Term				
a. Harmonizing the "Term" language in all four agreements as follows, except that reference	The term of this Agreement is <u>[insert # months/years]</u> from the effective date. The effective date of this Agreement is the date on which it is signed by the last of the Parties, <u>or the receipt of any advance payment required under Article [#], Payment, whichever is later</u>].			The term of this Agreement is <u>[insert # months/years]</u> from the effective date. The effective date

Comments	CRADA	WFO	PUA	NPUA
We recommend: to the Payment article is not applicable to NPUA.				of this Agreement is the date on which it is signed by the last of the Parties.
5. Article [#]: Statements of Work <i>Generally: Adopting the "Statement of Work (SOW)" language for all four agreements.</i>				
<p>a. We suggest that a "master" or an "umbrella" agreement approach, with individual SOWs linked thereto will help streamline/minimize contract negotiations and assist in contract administration for the Parties and DOE.</p> <p>We also suggest that use of a SOW to remove inapplicable provisions in a base agreement will also help streamline and/or minimize contract negotiations and assist in contract administration for the Parties and DOE.</p>	<p>Modify:</p> <p>The Statement of work is attached as Appendix ____.</p> <p><u>The work to be performed under this Agreement shall be set forth in one or more Statement of Work (SOW).</u></p> <p><u>Each SOW shall incorporate by reference the terms of this Agreement and be signed by the Parties.</u></p>	<p>Add:</p> <p><u>The work to be performed under this Agreement shall be set forth in one or more Statement of Work (SOW).</u></p> <p><u>Each SOW shall incorporate by reference the terms of this Agreement and be signed by the Parties.</u></p>	<p>Modify:</p> <p>Employee(s), consultant(s), and representative(s) of USER (hereinafter called "Participant(s)"); Participant Representatives shall be permitted to use Laboratory facilities for the purpose of performing the experiment(s) accepted and approved for performance at Laboratory as described in a SOW which is attached to and made a part of this Agreement.</p> <p>This Proprietary User Agreement shall be incorporated by reference and apply to all such experiments described in the SOW and any additional future SOWs authorized for performance at Laboratory facilities which are totally funded by USER Participant.</p> <p><u>Such additional SOWs will be considered to be part of this Agreement upon the SOW being signed by the Parties.</u></p> <p>CONTRACTOR-Contractor will retain its employees <u>Representatives assigned to this work on its payroll and will be reimbursed by USER Participant for the account of DOE in accordance with DOE's pricing policy, which provides for full cost</u></p>	<p>Modify:</p> <p>CONTRACTOR-Contractor will make available to employees, consultants and representatives of USER (hereinafter called "Participants"); Participant Representatives certain Laboratory Non-Proprietary User facilities, which may include equipment, services, information and other material, with or without Laboratory scientist collaboration, for purposes as described in the Appendix-a SOW which is attached to and made a part of this Agreement.</p> <p>Additional future Appendices SOWs referencing this Agreement may be submitted by USER Participant for identifying Laboratory facilities and purposes during the term of this Agreement (See Article II).</p> <p>Such additional Appendices SOWs will be considered to be part of this Agreement upon acceptance the SOW being signed by CONTRACTOR the Parties.</p> <p><u>Each Appendix SOW shall set forth the Technical Scope of Work (TSOW) of a specific project, including deliverables, to be performed pursuant to this Agreement.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:			recovery.	<p>The scope of work <u>TSOW</u> shall not be considered proprietary information and shall be publicly releasable.</p> <p>The Parties agree that an initial abstract of the work to be performed the <u>TSOW</u> shall be a deliverable under this Agreement.</p>
6. Article [#]: Costs <i>Generally: Putting "Costs" details in SOW where applicable.</i>				
a. In the base:	Replace detailed cost language in the base with: <u>Costs for a SOW are specified in such SOW.</u>	Replace detailed cost language in the base with: <u>Costs for a SOW are specified in such SOW.</u>	Replace detailed cost language in the base with: <u>Costs for a SOW are specified in such SOW.</u>	No change. 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.
b. In the SOW: Harmonize language to the extent applicable.				N/A
Cost identification:	Modify: The Participant's estimated contribution cost is \$[insert #; > 0]. The Government's estimated contribution cost , which is provided through the e Contractor's contract with DOE, is \$[insert #; > or = 0], subject to available funding.	Modify: The Contractor Participant's estimated cost for the work to be performed under this Agreement is \$[insert #; > 0].	Modify: The Participant's estimated cost of the work, described in Article I above is \$[insert #; > 0].	
Provisions relating to exceeding estimated costs:	Modify: Neither Party shall have an obligation to continue or complete performance of its work at a contribution cost in excess of its estimated contribution cost as contained in Article III.B above this article, including any	Modify: The Contractor has no Neither Party shall have an obligation to continue or complete performance of the its work at a cost in excess of the original its estimated cost as contained in this article, or any including any	Add: Neither Party shall have an obligation to continue or complete performance of its work at a cost in excess of its estimated cost as contained in <u>this article, including any subsequent amendment.</u>	

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>subsequent amendment.</p> <p>Each Party agrees to provide at least [insert #] days' notice to the other Party if the actual cost to complete performance will exceed its estimated cost.</p>	<p>subsequent amendment(s).</p> <p>The Contractor Each Party agrees to provide at least [insert #] days' notice to the Sponsor other Party if the actual cost to complete performance will exceed its estimated cost.</p>	<p>Each Party agrees to provide at least [insert #] days' notice to the other Party if the actual cost to complete performance will exceed its estimated cost.</p>	
7. Article [#]: Payments <i>Generally: Putting "Payments" details in SOW.</i>				
a. In the base:	<p>Replace detailed cost language in the base with:</p> <p><u>Costs for a specific SOW are specified in such SOW</u></p>	<p>Replace detailed cost language in the base with:</p> <p><u>Costs for a specific SOW are specified in such SOW</u></p>	<p>Replace detailed cost language in the base with:</p> <p><u>Costs for a specific SOW are specified in such SOW</u></p>	[RESERVED]
b. In the SOW:	<p>Include language consistent with current CRADA guidelines.</p>	<p>Modify current language in WFO Article IV. Funding and Payment as follows and move to SOW:</p> <ol style="list-style-type: none"> 1. Replace "Sponsor" with "Participant" 2. Replace "Agreement" with "SOW" <p>Modify current language in WFO Article V. Source of Funds as follows and move to SOW:</p> <p>The Sponsor Participant hereby warrants and represents that, if the funding it brings to this Agreement has been secured through other agreements or is being secured through existing international agreements, such other agreements do not have any terms and conditions (including intellectual property) that conflict with the terms of this Agreement, <u>including this SOW.</u></p> <p>If the Work for Others this Agreement, including this SOW,</p>	<p>Modify current language in PUA Article III Billing and Payment of Expenses as follows and move to SOW:</p> <ol style="list-style-type: none"> 1. Delete the first sentence of Article III.A (which would be in the SOW cost section). 2. Replace "USER" with "Participant". 	N/A

Comments	CRADA	WFO	PUA	NPUA
We recommend:		entered into conflicts with existing International Agreements, the International Agreement terms and conditions will take precedence.		
8. Article [#]: Admission Requirements				
Moving “supervision and control” language and “employee” language to Article relating to Personnel Relationships. Making references to Parties and facility consistent across all four agreements	[RESERVED]	[RESERVED]	<p>Modify:</p> <p>USERS and Participants Participant and its Representatives are subject to the administrative and technical supervision and control of CONTRACT; and will comply with all applicable rules of CONTRACTOR Contractor and DOE with regard to admission to and use of the User Facility Laboratory, including safety, operating and health-physics procedures, environment protection, access to information, hours of work, and conduct.</p> <p>As a precondition to using Laboratory facilities, Participants Participant Representatives shall execute any and all documents required by CONTRACTOR Contractor acknowledging and agreeing to comply with such applicable rules of CONTRACTOR Contractor, which documents shall be subject to Article [#insert number]</p> <p>Conflict of Terms of this Agreement.. Participants will not be considered employees of CONTRACTOR for any purpose.</p>	<p>Modify:</p> <p>USERS and Participants Participant and its Representatives are subject to the administrative and technical supervision and control of CONTRACT; and will comply with all applicable rules of CONTRACTOR Contractor and DOE with regard to admission to and use of the User Facility Laboratory, including safety, operating and health-physics procedures, environment protection, access to information, hours of work, and conduct.</p> <p>As a precondition to using Laboratory facilities, Participants Participant Representatives shall execute any and all documents required by CONTRACTOR Contractor acknowledging and agreeing to comply with such applicable rules of CONTRACTOR Contractor, which documents shall be subject to Article [#insert number]</p> <p>Conflict of Terms of this Agreement.. Participants will not be considered employees of CONTRACTOR for any purpose.</p>
9. Article [#]: Laboratory Site Access Safety and Health				
Harmonizing language between PUA and NPUA. Making references to Parties	[RESERVED]	[RESERVED]	<p>Modify:</p> <p>As a precondition to using CONTRACTOR User Facilities,</p>	<p>Modify:</p> <p>As a precondition to using CONTRACTOR facilities,</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend: and facility consistent across all four agreements.			<p>Participants must complete all CONTRACTOR Site Access documents and requirements. USER and Participants Participant and its Representatives 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.</p> <p>Participants-Participant Representatives must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department-DOE and CONTRACTOR-Contractor, including the specific requirements of the Proprietary User Facility-Laboratory covered by this Agreement.</p> <p>In the event that User or Participant-Participant or its Representatives fails to comply with said regulations and requirements, CONTRACTOR-Contractor may, without prejudice to any other legal or contractual rights, issue and order stopping all or any part of USER's or Participant's activities at the Designed Proprietary User Facility-Laboratory facility.</p>	<p>Participants must complete all CONTRACTOR Site Access documents and requirements. USER and participants Participant and its Representatives 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.</p> <p>Participants-Participant Representatives must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department-DOE and CONTRACTOR-Contractor, including the specific requirements of the User Facility-Laboratory covered by this Agreement.</p> <p>In the event that USER or Participant-Participant or its Representatives fails to comply with said regulations and requirements, CONTRACTOR-Contractor may, without prejudice to any other legal or contractual rights, issue and order stopping all or any part of USER's Participant's activities at the User Facility-Laboratory facility.</p>
10. Article [#]: Scheduling				
Making references to Parties and facility consistent across all four agreements.	[RESERVED]	[RESERVED]	<p>Modify:</p> <p>USER-Participant understands that CONTRACTOR-Contractor will have sole responsibility and discretion for allocating and</p>	<p>Modify:</p> <p>USER-Participant understands that CONTRACTOR-Contractor will have sole responsibility and discretion for allocating and</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:			scheduling usage of the User Facilities-Laboratory facilities and equipment needed for or involved under this Agreement.	scheduling usage of the User Facilities-Laboratory facilities and equipment needed for or involved under this Agreement.
11. Article [#]: Personnel Relationships				
Adopting of "Personnel Relationships" language for all four agreements	<p>Modify language currently in CRADA Article XXIII Assignment of Personnel and place in new Personnel Relationship Article as follows:</p> <p>Each Party's may assign personnel to the other Party's facility as part of this CRADA to participate in or observe the research to be performed under this CRADA. Such personnel assigned by the assigning Party <u>Representatives will remain employees or representatives of that Party at all times during their participation in the work under this Agreement, and shall not be considered employees of the other Party or DOE for any purpose.</u></p> <p>The receiving Party shall have the right to exercise routine <u>Participant Representatives shall be subject to the administrative and technical supervisory supervision and control of such personnel during the assignment period and shall have the right to approve the assignment of such personnel and/or to later request their removal by the assigning Party-Contractor during and in connection with the Participant Representatives activities under this Agreement.</u></p>	<p>Add:</p> <p><u>Each Party's Representatives will remain employees or representatives of that Party at all times during their participation in the work under this Agreement, and shall not be considered employees of the other Party or DOE for any purpose.</u></p> <p><u>Participant Representatives shall be subject to the administrative and technical supervision and control of Contractor during and in connection with the Participant Representatives activities under this Agreement.</u></p> <p><u>Each Party shall be responsible for the acts or omissions of its Representatives.</u></p>	<p>Extract out of PUA Art. XI Personnel Relationships and Art. VII Indemnity and Liability and put in a new Article modified as follows:</p> <p>Participants-Each Party's Representatives <u>will remain employees or representatives of USER-that Party at all times during their participation in the work under this Agreement, and shall not be considered employees of CONTRACTOR the other Party or DOE for any purpose.</u></p> <p><u>Participants Representatives shall be subject to the administrative and technical supervision and control of CONTRACTOR Contractor during and in connection with the Participant's Representatives activities under this Agreement.</u></p> <p>USER-Each Party shall be responsible for the acts or omissions of Participants-its Representatives.</p>	<p>Extract out of NPUA Article XI Personnel Relationships and Article VII Indemnity and Liability and put in a new Article modified as follows:</p> <p>Participants-Each Party's Representatives <u>will remain employees or representatives of the USER-that Party at all times during their participation in the work under this Agreement, and shall not be considered employees of CONTRACTOR the other Party or DOE for any purpose.</u></p> <p><u>Participants Representatives shall be subject to the administrative and technical supervision and control of CONTRACTOR Contractor during and in connection with the Participant's Representatives activities under this Agreement.</u></p> <p>USER-Each Party shall be responsible for the acts or omissions of Participants-its Representatives.</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<u>Each Party shall be responsible for the acts or omissions of its Representatives.</u>			
12. Article [#]: Third-Party Contracts				
Propagating harmonized references to Parties and facility.	[RESERVED]	[RESERVED]	Modify: Contracts between USER Participant and third parties for work on CONTRACTOR Contractor premises including, but not limited to, construction, installation, maintenance, and repair, will be subject to prior approval by the Department DOE and CONTRACTOR Contractor . The Department DOE and CONTRACTOR Contractor may require the insertion of specific terms and conditions into such contracts.	[RESERVED]
13. Article [#]: Property and Materials				
<i>Generally: Moving "Property and Materials" details, if applicable, to SOW</i>				
a. In the base:	Adding: <u>Disposition of Property and Materials for a specific SOW are specified in such SOW.</u>	Adding: <u>Disposition of Property and Materials for a specific SOW are specified in such SOW.</u>	Modify: 1. Replace "USER" with "Participant" 2. Replace "User Facility" with "Laboratory facility" 3. Replace "CONTRACTOR" with "Contractor" 4. Modify the third sentence as follows: Unless the Parties otherwise agree <u>in a SOW</u> , all such property furnished by USER Participant or equipment and test apparatus provided by USER Participant will be removed by USER Participant within sixty (60) days of termination or expiration of this Agreement, or a	Modify: 1. Replace "USER" with "Participant" 2. Replace "USER Facility" with "Laboratory facility" 3. Replace "CONTRACTOR" with "Contractor" 4. Modify the third sentence as follows: Unless the Parties otherwise agree <u>in a SOW</u> , all such property furnished by USER Participant or equipment and test apparatus provided by USER Participant will be removed by USER Participant within sixty (60) days of termination or expiration of this Agreement, or a

Comments	CRADA	WFO	PUA	NPUA
We recommend:			particular SOW, or will be disposed of as directed by USER Participant at USER's Participant's expense.	particular SOW, or will be disposed of as directed by USER Participant at USER's Participant's expense. 5. Modify the second paragraph as follows to harmonize with PUA: CONTRACTOR Contractor shall have no responsibility for USER's Participant's property in CONTRACTOR's possession at Laboratory facility other than loss or damage caused by willful misconduct or gross negligence of CONTRACTOR Contractor or its employees.
b. In the SOW:	<p>Modify:</p> <p>All tangible personal property produced or acquired under this CRADA SOW shall become the property of the Participant or the Government, depending upon whose funds were used to obtain it.</p> <p>Such property is identified in Appendix __, Statement of work shall be owned as follows: [insert list].</p> <p>Personal property shall be disposed of as directed by the owner at the owner's expense.</p> <p>All jointly funded property shall be owned by the Government.</p> <p>Move from CRADA Article XXVI: Records and Accounting</p>	<p>Move from WFO Article VI Property to this section of the SOW:</p> <p>Upon termination of this Agreement, property or equipment produced or acquired in conducting the work under this Agreement SOW shall be owned as follows: [insert list].</p> <p>No Federal funds will be used to purchase property or equipment for this agreement.</p> <p>Property or equipment produced or acquired as part of this Agreement will be accounted for and maintained during the term of the Agreement in the same manner as Department DOE property or equipment.</p>	N/A	N/A

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>for Government Property to this section of the SOW:</p> <p>The Participant shall maintain records of receipts, expenditures, and the disposition of all Government property in its custody related to the CRADA SOW.</p>			
14. Article [#A]: Patent Rights - Subject Inventions				
a. Harmonizing language on disclosure of Subject Inventions	<p>Modify as follows to adopt modified NPUA language in place of language from CRADA XVI: Reporting Subject Inventions:</p> <p><u>The Parties agree to confidentially disclose to each other each their Subject Inventions to each other, which may be patentable under the Patent Act. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing party in addition to reporting such Subject Inventions to DOE.</u></p>	<p>Add:</p> <p><u>The Parties agree to confidentially disclose their Subject Inventions to each other.</u></p>	[RESERVED]	<p>Modify:</p> <p>CONTRACTOR and USER <u>The Parties agree to confidentially disclose their Subject Inventions, which includes any inventions of their Participants, to each other, concurrent with in addition to reporting such Subject Inventions to DOE.</u></p>
b. Add license grant between Contractor and Participant for Subject Inventions	<p>Add:</p> <p><u>All licenses for Subject Inventions granted to Contractor and Participant under this Article will be worldwide, irrevocable, nonexclusive, nontransferable, and fully paid-up, and will include the right to make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise</u></p>	<p>Add:</p> <p><u>All licenses for Subject Inventions granted to Contractor and Participant under this Article will be worldwide, irrevocable, nonexclusive, nontransferable, and fully paid-up, and will include the right to make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise</u></p>	N/A	<p>Add:</p> <p><u>All licenses for Subject Inventions granted to Contractor and Participant under this Article will be worldwide, irrevocable, nonexclusive, nontransferable, and fully paid-up, and will include the right to make, have made, use, have used, lease, sell, offer to sell, import and/or otherwise</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<u>transfer any product, and to practice and have practiced any method. All licenses granted to Contractor and to Participant in this Article will include the right of the grantee to grant revocable or irrevocable sublicenses to its Subsidiaries, such sublicenses to include the right of the sublicensed Subsidiaries correspondingly to sublicense other Subsidiaries.</u>	<u>transfer any product, and to practice and have practiced any method. All licenses granted to Contractor and to Participant in this Article will include the right of the grantee to grant revocable or irrevocable sublicenses to its Subsidiaries, such sublicenses to include the right of the sublicensed Subsidiaries correspondingly to sublicense other Subsidiaries.</u>		<u>transfer any product, and to practice and have practiced any method. All licenses granted to Contractor and to Participant in this Article will include the right of the grantee to grant revocable or irrevocable sublicenses to its Subsidiaries, such sublicenses to include the right of the sublicensed Subsidiaries correspondingly to sublicense other Subsidiaries.</u>
c. Add requirement to seek written permission from other party prior to invoking the CREATE Act.	Add: <u>Both parties agree that they will not invoke the Cooperative Research and Technology Enhancement (CREATE) Act of 2004, 35 U.S.C. Section 103(c), without first seeking prior written permission from the other party.</u>	Add: <u>Both parties agree that they will not invoke the Cooperative Research and Technology Enhancement (CREATE) Act of 2004, 35 U.S.C. Section 103(c), without first seeking prior written permission from the other party.</u>	N/A	Add: <u>Both parties agree that they will not invoke the Cooperative Research and Technology Enhancement (CREATE) Act of 2004, 35 U.S.C. Section 103(c), without first seeking prior written permission from the other party.</u>
15. Article [#.B]: Patent Rights - Contractor's Rights				
a. Providing Contractor with rights to own Contractor Inventions, subject to a license granted to Participant.	Add: <u>Subject to the provisions herein, including a license granted to the Participant of the scope set forth above, Contractor may elect to obtain the entire right, title and interest in any patent application filed in any country on a Contractor Invention and in any resulting patent secured by Contractor.</u>	Add: <u>Subject to the provisions herein, including a license granted to the Participant of the scope set forth above, Contractor may elect to obtain the entire right, title and interest in any patent application filed in any country on a Contractor Invention and in any resulting patent secured by Contractor.</u>	[RESERVED]	Add: <u>Subject to the provisions herein, including a license granted to the Participant of the scope set forth above, Contractor may elect to obtain the entire right, title and interest in any patent application filed in any country on a Contractor Invention and in any resulting patent secured by Contractor.</u>
16. Article [#.C]: Patent Rights - Participant's Rights				
a. Harmonizing language between the four agreements on Participant Inventions, and add requirement that Participant's rights to own Participant's Inventions is subject to a license granted to Contractor.	Adopt modified PUA/NPUA language: <u>Subject to the provisions herein, including a license granted to the Contractor of the scope set forth above, Participant may elect to obtain the entire right, title and interest in any patent application</u>	Modify: <u>Subject to the provisions of paragraph 3 with respect to any Subject Invention reported and elected in accordance with paragraph 4 of this article herein, including a license granted to the</u>	Modify: <u>With respect to any USER Subject Invention, which includes inventions of any Participants, reported and elected in accordance with paragraph (C) of this clause Subject to the</u>	Modify: <u>Subject to the provisions herein, including a license granted to the Contractor of the scope set forth above, USER Participant may elect to obtain the entire right, title and interest to any USER</u>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p><u>filed in any country on a Participant Invention and in any resulting patent secured by Participant.</u></p> <p><u>The Participant shall file a US patent application within a reasonable period of time.</u></p> <p><u>Where appropriate, the filing of patent applications by Participant is subject to DOE security regulations and requirements.</u></p>	<p><u>Contractor of the scope set forth above, the Sponsor-Participant may elect to obtain the entire right, title, and interest throughout the world to each Subject Invention and in any patent application filed in any country on a Subject Participant Invention and in any resulting patent secured by the Sponsor Participant.</u></p> <p><u>The Participant shall file a US patent application within a reasonable period of time.</u></p> <p><u>Where appropriate, the filing of patent applications by the Sponsor-Participant is subject to DOE and other Government security regulations and requirements.</u></p>	<p><u>provisions herein, USER Participant may elect to obtain the entire right, title and interest in any patent application filed in any country on a Subject Invention and in any resulting patent secured by USER Participant.</u></p> <p><u>The Participant shall file a US patent application within a reasonable period of time.</u></p> <p><u>Where appropriate, the filing of patent applications by USER Participant is subject to DOE security regulations and requirements.</u></p>	<p><u>Invention in any patent application filed in any country on a Participant Invention and in any resulting patent secured by USER within one year of reporting the subject invention to DOE-Participant.</u></p> <p><u>The USER-Participant shall file a US patent application within a reasonable period of time.</u></p> <p><u>Where appropriate, the filing of patent applications by USER Participant is subject to DOE security regulations and requirements.</u></p>
b. Adding Authorization and Consents, Alternate I clause provided for in 48 CFR 52.227-1.	Add: <u>The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.</u>	Add: <u>The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.</u>	Add: <u>The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.</u>	Add: <u>The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.</u>
17. Article [#.D]: Patent Rights - Joint invention Rights				
a. Harmonizing language between on Joint Inventions	<p>Adopt modified NPUA language:</p> <p><u>Each Party shall have the option to elect and retain title to its undivided rights in Joint Inventions.</u></p> <p><u>Any Joint Invention will be jointly owned, and title to all patents issued on it will be joint, all expenses (including those related to preparation, prosecution and</u></p>	<p>Add:</p> <p><u>Any Joint Invention shall be owned exclusively by Participant, subject to a license granted to the Contractor of the scope set forth above.</u></p> <p><u>The Contractor assigns all right, title and interest in such Joint Inventions to Participant, its successors and assigns, together with the right to seek protection</u></p>	[RESERVED]	<p>Modify:</p> <p><u>For Subject Inventions conceived or first actually reduced to practice under this Agreement that are joint Subject Inventions made by CONTRACTOR and USER, each Each Party shall have the option to elect and retain title to its undivided rights in such joint Subject Joint Inventions.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p><u>maintenance) will be jointly shared (except as provided below), and each party will have the right to license and assign its ownership interest in the joint patent to third parties without need for consent from or accounting to the other party.</u></p> <p><u>Where one party elects not to share equally in the expenses for a Joint Invention, the other party will have the right to seek or maintain such protection for such Joint Invention at its own expense and will have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint.</u></p> <p><u>Each party agrees to give the other party reasonable assistance in obtaining patent protection and in preparing and prosecuting any patent application filed by the other party in connection with Joint Inventions, and will cause to be executed all appropriate assignments and other instruments and documents.</u></p>	<p><u>by obtaining patent rights.</u></p> <p><u>Participant will remain the exclusive owner of such Joint Inventions whether or not Participant seeks patent protection.</u></p> <p><u>The Contractor and Contractor's Representative will give Participant all reasonable assistance in connection with the preparation and prosecution of any patent application for any Joint Invention, and will cause to be executed all assignments and other instruments and documents as Participant may consider necessary or appropriate to carry out the intent of this Article.</u></p>		<p><u>Any Joint Invention will be jointly owned, and title to all patents issued on it will be joint, all expenses (including those related to preparation, prosecution and maintenance) will be jointly shared (except as provided below), and each party will have the right to license and assign its ownership interest in the joint patent to third parties without need for consent from or accounting to the other party.</u></p> <p><u>Where one party elects not to share equally in the expenses for a Joint Invention, the other party will have the right to seek or maintain such protection for such Joint Invention at its own expense and will have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint.</u></p> <p><u>Each party agrees to give the other party reasonable assistance in obtaining patent protection and in preparing and prosecuting any patent application filed by the other party in connection with Joint Inventions, and will cause to be executed all appropriate assignments and other instruments and documents.</u></p>
18. Article [#.E]: Patent Rights - Government Rights				
a. Harmonizing CRADA, WFO and NPUA to the extent appropriate on allocation of rights.	<p>Adopt modified harmonized language:</p> <p>The Parties acknowledge that DOE may obtain title to each Subject Invention reported under</p>	<p>Modify:</p> <p>The Sponsor-Participant agrees to timely assign to either the Contractor or the Government, as if requested by the Contractor,</p>	[RESERVED]	<p>Modify:</p> <p>USER-Participant agrees to timely assign to the Government, if requested, the entire right, title, and interest in any country to</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p>Article XIV for which a Patent application or applications are not filed pursuant to Article XVI and for which any issued Patents are not maintained by any Party to this CRADA.</p> <p>Participant agrees to timely assign to the Government, if requested, the entire right, title, and interest in any country to each Participant Invention where Participant:</p> <p>(1) does not elect to retain such rights; or (2) fails to timely have a patent application filed in that country on the Participant Invention or decides not to continue prosecution or not to pay the maintenance fees covering the Participant Invention; or (3) at any time, no longer desires to retain title.</p>	<p>the entire right, title, and interest in any country to each Subject Invention of the Sponsor Participant Invention and to each Subject Invention of the Contractor Contractor Invention where the Sponsor Participant:</p> <p>(1) does not elect pursuant to this article to retain such rights; or (2) elects to obtain title to a Subject Invention pursuant to paragraph 2 but fails to timely have a patent application filed in that country on the Subject Invention or decides not to continue prosecution or not to pay the maintenance fees covering the Subject Invention; or (3) at any time, no longer desires to retain title.</p>		<p>each <u>USER Participant Invention</u> where <u>USER Participant</u>:</p> <p>(a1) Ddoes not elect to retain such rights; or (b2) Ffails to timely have a patent application filed in that country on the <u>USER Participant Invention</u> or decides not to continue prosecution or not to pay the maintenance fees covering the <u>Participant Invention</u>; or (c3) Aat any time, no longer desires to retain title.</p>
b. Clarifying language on providing a copy of patent application	N/A	<p>Modify:</p> <p><u>Upon written request, The Sponsor Participant shall provide the Government a copy of any patent-application filed on a Subject Invention by Participant within 6 months promptly after such written request is received and after such application is filed, including its serial number and filing date.</u></p>	N/A	<p>Modify:</p> <p><u>Upon written request, USER Participant shall provide the Government a copy of any patent application filed on a Participant Invention by USER Participant promptly after such written request is received and after such application is filed, including its serial number and filing date.</u></p>
c. Harmonizing language on Government license	<p>Modify:</p> <p><u>The Parties acknowledge that hereby grants to the Government retains a nonexclusive, nontransferable, irrevocable, paid-up license to</u></p>	<p>Modify:</p> <p>With respect to any Subject Invention in which the <u>Sponsor Participant obtains title, the Sponsor Participant hereby grants to the Government a</u></p>	N/A	<p>Modify:</p> <p><u>USER Participant hereby grants to the Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for by</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	practice or to have practiced for by or on behalf of the <u>United States Government</u> every the Subject Invention under this CRADA throughout the world. Upon request, T the Parties agree to execute a Confirmatory License to affirm the Government's retained license.	nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced by or on behalf of the <u>United States Government</u> the Subject Invention throughout the world.		or on behalf of the <u>United States Government</u> the <u>USER Participant</u> Invention made under said project throughout the world.
d. Harmonizing language to be included in patent application specification:	Modify: The Parties Participant agrees to include, within the beginning of the specification of any U.S. Patent applications and any Patent issuing thereon (including foreign Patents) covering a <u>Subject Participant</u> Invention, the following statement: "The Government has rights in this invention was made under a CRADA (identify CRADA number) pursuant to Agreement <u>[insert #]</u> between (name the Participant) <u>[insert Participant legal name]</u> and <u>[insert Contractor legal name]</u> , which manages and operates (name the laboratory) operated for the <u>United States US</u> Department of Energy. The Government has certain rights in this invention."	Modify: The Sponsor Participant agrees to include, within the specification of any U.S. patent applications and any patent issuing thereon covering a <u>Subject Participant</u> Invention, the following statement: "The Government has rights in this invention pursuant to Agreement <u>[insert #]</u> between <u>[insert Participant legal name]</u> and <u>[insert Contractor legal name]</u> , which manages and operates <u>[insert Laboratory name]</u> for the US Department of Energy."	N/A	Modify: USER Participant agrees to include, within the specification of any U.S. patent applications and any patent issuing thereon covering a <u>USER Participant</u> Invention, the following statement: "The Government has rights in this invention pursuant to a <u>USER</u> Agreement <u>[insert #]</u> between <u>[insert Participant legal name]</u> and <u>[insert Contractor legal name]</u> , which manages and operates <u>[insert Laboratory name]</u> for the US Department of Energy."
e. Harmonizing language on utilization	Move from Article XX: Reports on Intellectual Property Use and add to this Article modified as follows: Upon written request, The Participant agrees to submit, for a period of _____ years from the date of termination or completion	N/A	N/A	Modify: Upon written request, <u>USER Participant</u> agrees to submit periodic reports to DOE no more frequently than annually on the utilization of <u>USER Participant</u> Inventions or on efforts to obtain such utilization that are being

Comments	CRADA	WFO	PUA	NPUA
We recommend:	of this CRADA and upon request of DOE, a nonproprietary periodic reports to DOE no more frequently than annually on the utilization of Participant Inventions or on efforts to obtain such utilize utilization any Intellectual Property arising under the CRADA that are being made by Participant or its licensees or assignees.			made by <u>USER-Participant</u> or its licensees or assignees.
19. Article [#.F]: Patent Rights - March-in Rights and US Preference Requirements <i>Reliance on U.S. preference clauses as they now exist for the CRADA, and in the WFO and User Agreements, coupled with Government March-In Rights, provides the Government and U.S. taxpayers with assurance that there will be substantial benefit to the U.S. economy and U.S. competitiveness.</i>				
a. Harmonizing March-in Rights language between CRADA, WFO, and NPUA.	Modify: The Parties acknowledge that DOE has certain March-in Rights to any Subject Inventions in accordance with 48 CFR 27.304-1(g) and 15 U.S.C. 3710a(b)(1)(B) and (C).	Replace language Article XIV(3)(B)(6) with the following: The Parties acknowledge that DOE has certain March-in Rights to any Subject Inventions in accordance with 48 CFR 27.304-1(g) and 15 U.S.C. 3710a(b)(1)(B) and (C)	[RESERVED]	Modify: USER- The Parties acknowledges that the DOE has certain March-in Rights to any <u>USER-Subject</u> Inventions <u>elected by the Participant</u> in accordance with 48 C.F.R. 27.304-1(g) and 15 U.S.C. 3710a(b)(1)(B) and (C). and that the USER is subject to the requirements with respect to preference for U.S. industry pursuant to 35 U.S.C. § 204 to any USER Inventions elected by the USER.
b. Maintaining and relying on current application of US Preference requirements to assure substantial benefit to the US economy and US competitiveness.	Delete CRADA Article XXII U.S. Competitiveness. Keep CRADA annotations guiding DOE laboratories to give, in their selection of CRADA partners, preference to business units located in the United States which agree to substantially manufacture resulting technologies in the United States.	Modify language from Article XIV(3)(B)(5) as follows: Notwithstanding any other provision of this article, the Sponsor-Participant agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured	N/A	USER-Participant acknowledges that the DOE has certain March-in Rights to any <u>USER-Subject</u> Inventions <u>elected by the Participant</u> in accordance with 48 C.F.R. 27.304-1(g) and that the <u>USER-Participant</u> is subject to the requirements with respect to preference for U.S. industry pursuant to 35 U.S.C. § 204 to any <u>USER-Participant</u> Inventions elected by the <u>USER-Participant</u>

Comments	CRADA	WFO	PUA	NPUA
We recommend:		substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the <u>Sponsor-Participant</u> or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.		
20. Article [#G]: Patent Rights - Facilities License				
Harmonizing language	[RESERVED]	<p>Modify:</p> <p>In addition to the rights of the Parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this Agreement, the <u>Sponsor Participant</u> agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries, regardless of when conceived or first actually reduced to practice or acquired by the Sponsor Participant, which at any time through completion of this Agreement, are owned or controlled by the Sponsor Participant and are incorporated in the <u>Laboratory</u> facility as a result of this Agreement to such an extent that the <u>Laboratory</u> facility is not restored to the condition existing prior to the Agreement</p>	<p>Modify:</p> <p><u>USER-Participant</u> agrees to and does hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by <u>USER-Participant</u>, which at any time through completion of this Agreement, are owned or controlled by <u>USER-Participant</u> and are incorporated in the <u>User Laboratory Facility</u> as a result of this Agreement to such an extent that the <u>User Laboratory Facility</u> is not restored to the condition existing prior to the Agreement</p> <p>(1) to practice or to have practiced by or for the Government at the user Laboratory Facility, and</p> <p>(2) to transfer such licenses with</p>	<p>Modify:</p> <p><u>USER-Participant</u> agrees to and does hereby grant to the Government a nonexclusive, nontransferable, irrevocable, an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries, regardless of when conceived or actually reduced to practice or acquired by <u>USER-Participant</u>, which <u>at any time through completion of this Agreement, are owned or controlled by Participant and are</u> incorporated in the <u>User Laboratory</u> facility as a result of this Agreement to such an extent that the <u>Laboratory</u> facility is not restored to the condition existing prior to the Agreement</p> <p>(1) to practice or to have practiced by or for the Government at the <u>Laboratory</u> facility, and</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:		<p>(1) to practice or to have practiced by or for the Government at the <u>Laboratory</u> facility, and</p> <p>(2) to transfer such licenses with the transfer of the that <u>Laboratory</u> facility.</p> <p>The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.</p>	<p>the transfer of that User <u>Laboratory</u> Facility.</p> <p>The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.</p>	<p>(2) to transfer such licenses with the transfer of that <u>Laboratory</u> facility.</p> <p>The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.</p>

21. Article [#G]: Patent Rights - Invention Identification, Disclosures and Reports

	<p>Modify:</p> <p>The Parties agree to disclose to each other each Subject Invention which may be patentable or otherwise protectable under the Patent Act. A. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing Party.</p> <p>These disclosures should be in sufficiently complete technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, and operation of the Subject Invention. The disclosure</p>	<p>Modify:</p> <p>The Sponsor shall furnish the Patent Counsel a written report containing full and complete technical information concerning each Subject Invention it makes within 6 months after conception or first actual reduction to practice, whichever occurs first, in the course of or under this Agreement, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Sponsor.</p> <p>A. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing</p>	<p>Modify:</p> <p>USER shall furnish the Patent Counsel a written report concerning each USER Subject Invention, which includes inventions of any Participants, within six months after conception or first actual reduction to practice, whichever occurs first.</p> <p>A. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing Party</p> <p>If USER Participant wishes to elect title to the Subject</p>	<p>Modify:</p> <p>USER shall furnish the Patent Counsel a written report concerning each USER Invention within six months after conception or first actual reduction to practice, whichever occurs first.</p> <p>A. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing Party.</p> <p>If USER Participant wishes to elect title to the Invention, a notice of election should be</p>
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Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p>shall also identify any known actual or potential statutory bars; i.e., printed publications describing the Subject Invention or the public use or "on sale" of the Subject Invention in this country. The Parties further agree to disclose to each other any subsequently known actual or potential statutory bar that occurs for a Subject Invention disclosed but for which a Patent application has not been filed. All Subject Invention disclosures shall be marked as confidential under 35 U.S.C. 205.</p> <p><u>If Participant wishes to elect title to the Invention, a notice of election should be submitted with the report or within one year of such date of reporting.</u></p> <p><u>B. The Contractor shall report Subject Inventions it makes in accordance with the procedures set forth in contract [insert #].</u></p> <p><u>C. Requests for extension of time for election and reporting under subparagraphs A and B may be granted by Patent Counsel for good cause shown in writing.</u></p>	<p><u>Party</u></p> <p>The report shall identify the contract and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding to the extent known at the time of disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention.</p> <p><u>The report should also include any election of invention rights under this article.</u></p> <p><u>If Participant wishes to elect title to the Invention, a notice of election should be submitted with the report or within one year of such date of reporting.</u></p> <p>When an invention is reported under this paragraph 4.A, it shall be presumed to have been made in the manner specified in Section (a)(1) and (2) of 42 U.S.C. 5908.</p> <p>B. The Contractor shall report Subject Inventions it makes in accordance with the procedures set forth in contract [insert #]</p> <p>In addition, the Contractor shall disclose to the Sponsor at the same time as disclosure to the Department any Subject Inventions made by the Contractor under this Agreement</p>	<p>Invention, a notice of election to the Subject Invention should be submitted with the report or within one year of such date of reporting of the Subject Invention.</p> <p>B. The Contractor shall report Subject Inventions it makes in accordance with the procedures set forth in contract [insert #].</p> <p><u>C. Requests for extension of time for election and reporting under subparagraphs A and B may be granted by Patent Counsel for good cause shown in writing.</u></p>	<p>submitted with the report or within one year of such date of reporting.</p> <p><u>B. The Contractor shall report Subject Inventions it makes in accordance with the procedures set forth in contract [insert #].</u></p> <p><u>C. Requests for extension of time for election and reporting under subparagraphs A and B may be granted by Patent Counsel for good cause shown in writing.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:		and the Sponsor shall notify DOE within 6 months of receipt of such disclosure by the Sponsor of any election of patent rights under this article. C. Requests for extension of time for election and reporting under subparagraphs A and B may be granted by Patent Counsel for good cause shown in writing.		
22. Article [#A]: Technical Data Rights				
Adopt modified CRADA language in all four agreements	Modify: The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Generated Information Technical Data produced and information provided by the Parties under this CRADA a SOW, except for (a) information which is marked as being Copyrighted (subject to Article XIII) or as Protected CRADA Project Information (subject to Article VIII B) or as Proprietary Information (subject to Article VII B) , or (b) information that discloses an invention which may later be the subject of a U.S. or foreign Patent application.	Adopt language from CRADA modified as follows: <u>The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Technical Data produced and information provided by the Parties under a SOW, except for</u> <u>(a) information which is marked as being Copyrighted or as Proprietary Information, or</u> <u>(b) information that discloses an invention which may later be the subject of a U.S. or foreign Patent application.</u>	Adopt language from CRADA modified as follows: <u>The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Technical Data produced and information provided by the Parties under a SOW, except for</u> <u>(a) information which is marked as being Copyrighted or as Proprietary Information, or</u> <u>(b) information that discloses an invention which may later be the subject of a U.S. or foreign Patent application.</u>	Adopt language from CRADA modified as follows: <u>The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Technical Data produced and information provided by the Parties under a SOW, except for</u> <u>(a) information which is marked as being Copyrighted or as Proprietary Information, or</u> <u>(b) information that discloses an invention which may later be the subject of a U.S. or foreign Patent application.</u>
23. Article [#B]: Technical Data Rights - Deliverables				
Moving to SOW and modifying as indicated:	Modify: A. The Parties agree to produce the following deliverables: (1) an initial abstract suitable for public release at the time the	Modify: The Sponsor Participant agrees to furnish to the Contractor or leave at the facility that information, if any, which is	Modify: USER Participant agrees to furnish to DOE or CONTRACTOR Contractor those data, if any, which are	Modify: USER Participant agrees to furnish to DOE or CONTRACTOR Contractor those data, if any, which are

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>CRADA <u>an SOW</u> is approved by DOE;</p> <p>(2) other abstracts (final when work is complete, and others as substantial changes in scope and dollars occur);</p> <p>(3) a final report, upon completion or termination of this CRADA Agreement, to include a list of subject inventions;</p> <p>(4) an annual signed financial report of the Participant's in-kind contributions to the project, <u>if applicable</u>;</p> <p>(5) other topical/periodic reports, when the nature of research and magnitude of dollars justify; and</p> <p>(6) <u>first produced</u> computer software in source and executable object code format as defined within the Statement of Work <u>a SOW</u> or elsewhere within the CRADA Agreement documentation.</p> <p>Each of the above-identified deliverables shall include the project identification number as described in DOE's Research and Development (R&D) Tracking System Data and Process Guidance Document (http://www.doe.gov/rd/).</p> <p>B. The Parties acknowledge that the Contractor has the responsibility to provide the above information at the time of its completion to the DOE Office</p>	<p>(1) essential to the performance of work by the Contractor personnel or</p> <p>(2) necessary for the health and safety of such personnel in the performance of the work.</p> <p>The Sponsor-Participant agrees that the Contractor will provide to the Department DOE a nonproprietary description of the work performed under this the Agreement.</p>	<p>(1) essential to the performance of work by DOE or CONTRACTOR <u>Contractor</u> personnel or</p> <p>(2) necessary for the health and safety of such personnel in the performance of the work.</p> <p>Upon completion or termination of the project, USER-Participant agrees to deliver to DOE and CONTRACTOR-Contractor a non-proprietary report describing the work performed under the Agreement.</p>	<p>(a) specified to be delivered in Appendices,</p> <p>(b1) essential to the performance of work by CONTRACTOR <u>Contractor</u> personnel or</p> <p>(e2) necessary for the health and safety of such personnel in the performance of the work <u>or</u></p> <p><u>(3) specified to be delivered in a SOW.</u></p> <p>Upon completion or termination of the project, USER-Participant agrees to deliver to DOE and CONTRACTOR-Contractor a non-proprietary report describing the work performed under this the Agreement.</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p>of Scientific and Technical Information.</p> <p>C. The Participant agrees to provide the above information to the Contractor to enable full compliance with paragraph B of this article.</p> <p>D. The Parties acknowledge that the Contractor and DOE have a need to document the long-term economic benefit of the cooperative research under this <u>CRADA Agreement</u>.</p> <p>Therefore, the Participant shall respond to the Contractor's reasonable requests, during the term of this <u>CRADA Agreement</u> and for a period of ____ years [2 to 5 years would be reasonable] thereafter for pertinent information.</p>			
24. Article [#C]: Technical Data Rights - Copyrightable Materials				
	<p>Modify:</p> <p>A. The Parties may assert Copyright in any of their <u>Generated Information first produced Technical Data</u>. Assertion of Copyright generally means to enforce or give an indication of an intent or right to enforce such as by marking or securing Federal registration.</p> <p>B. [Allocation of rights to Copyrights in <u>Generated Information first produced Technical Data</u> will be negotiated by the Parties.]</p> <p>C. For <u>Generated Information first</u></p>	<p>Modify:</p> <p>Participant may assert copyright in any of its <u>Generated Information first produced Technical Data</u>, and may also require the Contractor, at the Participant's expense, to register copyright and assign copyright in any <u>Generated Information first produced Technical Data</u> produced by the Contractor which the Participant wishes to copyright.</p> <p>Subject to the other provisions of this article, and to the extent that copyright is asserted, the Government reserves for itself a</p>	[RESERVED]	<p>Modify:</p> <p>USER-Participant agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:</p> <p>a. A a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to authorize others so to do, all copyrightable material first produced or composed in the performance of this Agreement by USER-Participant, its employees or any individual or</p>

Comments	CRADA	WFO	PUA	NPUA
<p>We recommend:</p>	<p><u>produced Technical Data</u>, the Parties acknowledge that the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide Copyright license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, all Copyrightable works produced in the performance of this CRADA Agreement, subject to the restrictions this CRADA Agreement places on publication of Proprietary Information and Protected CRADA Project Information. (DOE has a responsibility to disseminate scientific and technical information, by 42 U.S.C. 2051(d), 42 U.S.C. 2161(b), and 42 U.S.C. 2166(b).)</p> <p>D. For all Copyrighted computer software <u>first</u> produced in the performance of this CRADA Agreement, the Party owning the Copyright will provide the source code, an expanded abstract as described in Appendix __, the executable object code and the minimum support documentation needed by a competent user to understand and use the software to DOE's Energy Science and Technology Software Center, P.O. Box 1020, Oak Ridge, TN 37831. The expanded abstract will be treated in the same manner as Generated Information <u>first produced</u></p>	<p>royalty-free, worldwide, irrevocable, non-exclusive license for Governmental purposes to publish, disclose, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such data assigned to Participant.</p>		<p>concern specifically employed or assigned to originate and prepare such material; and</p> <p>b. A <u>a</u> license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by <u>USER Participant</u> in the performance of this Agreement but which are incorporated in the material furnished or delivered under the Agreement, provided that such license shall be only to the extent USER Participant now has, or prior to completion or final settlement of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.</p> <p>USER Participant agrees that it will not knowingly include any copyrightable material furnished or delivered under this Agreement without a license as provided for in [subparagraph I (b) hereof], or without the consent of the copyright owner, unless it obtains specific written approval of the Contracting Officer for the inclusion of such copyrighted materials.</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p data-bbox="443 191 844 251">Technical Data in paragraph C of this article.</p> <p data-bbox="443 284 844 1356">E. The Contractor and the Participant agree that, with respect to any Copyrighted computer software <u>first</u> produced in the performance of this <u>CRADA Agreement</u>, DOE has the right, at the end of the period set forth in paragraph B of Article VIII hereof and at the end of each 2-year interval thereafter, to request the Contractor and the Participant and any assignee or exclusive licensee of the Copyrighted software to grant a nonexclusive, partially exclusive, or exclusive license to a responsible applicant upon terms that are reasonable under the circumstances, provided such grant does not cause a termination of any licensee's right to use the Copyrighted computer software. If the Contractor or the Participant or any assignee or exclusive licensee refuses such request, the Contractor and the Participant agree that DOE has the right to grant the <u>such</u> license if DOE determines that the Contractor, the Participant, assignee, or licensee has not made a satisfactory demonstration that it is actively pursuing commercialization of the Copyrighted computer software.</p> <p data-bbox="443 1380 844 1531">Before requiring licensing under this paragraph E, DOE shall furnish the Contractor/Participant written notice of its intentions to require the Contractor/Participant</p>			

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>to grant the stated license, and the Contractor/Participant shall be allowed 30 days (or such longer period as may be authorized by the recognizing <u>responsible</u> DOE Contracting Officer for good cause shown in writing by the Contractor/Participant) after such notice to show cause why the license should not be required to be granted.</p> <p>The Contractor/Participant shall have the right to appeal the decision by DOE to the grant of the stated license to the Invention Licensing Appeal Board as set forth in paragraphs (b)-(g) of 10 CFR 781.65, "Appeals."</p> <p>F. The Parties agree to place Copyright and other notices, as appropriate for the protection of Copyright, in human-readable form onto all physical media, and in digitally encoded form in the header of machine-readable information recorded on such media such that the notice will appear in human-readable form when the digital data are off loaded or the data are accessed for display or printout.</p>			
25. Article <u>[#.D]</u>: Technical Data Rights – Proprietary Information				
	<p>Modify:</p> <p>A. Each Party agrees to not disclose Proprietary Information provided by another Party to anyone other than the CRADA Participant and Contractor without written approval of the providing Party, except to</p>	<p>Modify:</p> <p>The Government and Contractor agree not to disclose properly marked Proprietary Information without written approval of the Sponsor <u>Participant</u>, except to Government employees</p>	<p>[OPTION: remove Proprietary provisions above if this option chosen]</p> <p><u>The Participant shall not bring Proprietary Information into the Laboratory facility except at Participant's own risk.</u></p>	<p>[OPTION: remove Proprietary provisions above if this option chosen]</p> <p><u>The Participant shall not bring Proprietary Information into the Laboratory facility except at Participant's own risk.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 U.S.C. 1905).</p> <p>A. Each Party may designate as Protected <u>CRADA Project Information</u> any Generated Information first produced <u>Technical Data</u> produced by its employees which meets the definition of Article I.F and, with the agreement of the other Party, so designate any Generated Information first produced <u>Technical Data</u> produced by the other Party's employees which meets the definition of Article I.F.</p> <p>All such designated Protected <u>CRADA Project Information</u> shall be appropriately marked.</p> <p>B. For a period of _____ [not to exceed 5 years] from the date Protected <u>CRADA Project Information</u> is produced, the Parties agree not to further disclose such information except:</p> <p>(1) as necessary to perform this <u>CRADA Agreement</u></p> <p>(2) as provided in Article XI [REPORTS AND ABSTRACTS];</p> <p>(3) as requested by the DOE Contracting Officer to be provided to other DOE facilities for use only at those DOE facilities with the same protection in place;</p>	<p>who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 U.S.C. 1905).</p> <p>The Sponsor <u>Participant</u> is solely responsible for the removal of all of its Proprietary Information from the facility by or before termination of this Agreement. The Government and Contractor shall have Unlimited Rights in any Proprietary Information which is incorporated into the facility or equipment under this Agreement to such an extent that the facility or equipment is not restored to the condition existing prior to such incorporation. The U.S. Government and Contractor shall have unlimited rights in any information which is not removed from the facility by termination of this Agreement.</p>	<p><u>Any such data, regardless how it is marked, shall be deemed Technical Data and shall be treated according to this article of this Agreement.</u></p> <p>-----</p> <p>USER-Participant agrees that it shall have the sole responsibility for identifying and marking all documents containing Proprietary Information which are furnished by USER-Participant or produced under this Agreement.</p> <p><u>USER-Participant</u> further agrees to mark each such document by or before termination of the Agreement by placing on the cover page thereof a legend identifying the document as Proprietary Information of <u>USER Participant</u> and identifying each page and portion thereof to which the marking applies.</p> <p>The Government and CONTRACTOR-Contractor shall not disclose properly marked Proprietary Information of <u>USER Participant</u> outside the Government and Contractor.</p> <p>The Government and Contractor reserve the right to challenge the proprietary nature of any markings on data.</p> <p><u>USER-Participant</u> is solely responsible for the removal of all of its Proprietary Information from the <u>Laboratory</u> facility by or before termination of this</p>	<p><u>Any such data, regardless how it is marked, shall be deemed Technical Data and shall be treated according to this article of this Agreement.</u></p> <p>-----</p> <p>All Proprietary Information shall be protected from disclosure for a period of <u>[insert #]</u> years from the date of execution of this Agreement or <u>[insert #]</u> years from CONTRACTOR-Contractor acceptance of future Appendices SOWs where Proprietary Data Information is received under such future Appendices <u>SOWs</u>.</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>(4) to existing or potential licensees, affiliates, customers, or suppliers of the Parties in support of commercialization of the technology with the same protection in place. Disclosure of the Participant's Protected CRADA Project Information under this subparagraph shall only be done with the Participant's consent; or</p> <p>(5) as mutually agreed by the Parties in advance.</p>		<p>Agreement.</p> <p>The Government shall have Unlimited Rights in any Technical Data (including Proprietary Information) which are not removed from the <u>Laboratory</u> facility by or before termination of the Agreement.</p> <p>The Government shall have UUnlimited RRights in any Technical Data (including Proprietary Information) which are incorporated into the USER <u>Laboratory</u> fFacility under the Agreement to such extent that the USER <u>Laboratory</u> fFacility or equipment is not restored to the condition existing prior to such incorporation.</p>	
26. Article [#]: Trademarks				
	<p>Reserve if applicable. Otherwise, Modify:</p> <p>1. Replace "this CRADA" with "a SOW".</p>	[RESERVED]	[RESERVED]	[RESERVED]
27. Article [#]: Mask Works				
	<p>Reserve if applicable. Otherwise, Modify:</p> <p>1. Replace "this agreement" with "a SOW".</p>	[RESERVED]	[RESERVED]	[RESERVED]
28. Article [#]: Cost of Intellectual Property Protection				
a. Harmonizing to the extent applicable.	<p>Modify:</p> <p>Each Party shall be responsible for payment of all costs relating to Copyright, Trademark, and Mask Work filing; U.S. and foreign Patent application filing and prosecution; and all costs relating to maintenance fees for U.S. and foreign Patents</p>	[RESERVED]	[RESERVED]	<p>Add:</p> <p><u>Each Party shall be responsible for payment of all costs relating to Copyright[, Trademark, and Mask Work]filing; U.S. and foreign Patent application filing and prosecution; and all costs relating to maintenance fees for U.S. and foreign Patents</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	<p>hereunder which are solely owned by that Party. <u>Unless otherwise agreed to by the Parties, costs for the protection of jointly owned intellectual property shall be equally shared by the Parties.</u></p> <p>Government/DOE laboratory funds contributed as DOE's cost share to a CRADA-SOW cannot be given to the Participant for payment of the Participant's costs of filing and maintaining Patents or filing for Copyrights, Trademarks, or Mask Works.</p>			<p>hereunder which are solely owned by that Party. <u>Unless otherwise agreed to by the Parties, costs for the protection of jointly owned intellectual property shall be equally shared by the Parties.</u></p>
29. Article [#]: Publications <i>Generally: Adopting "Publications" language for CRADA, WFO and NPUA.</i>				
a. Harmonizing the language currently used in CRADA, WFO and NPUA.	<p>Modify Article XII(A) as follows:</p> <p><u>Unless otherwise agreed by the Parties in a SOW,</u></p> <p>A. The Parties agree to secure pre-publication approval from each other which shall not be unreasonably withheld or denied beyond ___ days will provide each other copies of articles of any publication of Technical Data first produced pursuant to a SOW for review and comment [insert #] days prior to publication.</p> <p>B. The non-publishing Party may request a reasonable delay in publication if the proposed publication relates to its Subject Inventions or its Proprietary Information.</p> <p>C. The publishing Party shall not publish or otherwise disclose</p>	<p>Modify:</p> <p><u>Unless otherwise agreed by the Parties in a SOW,</u></p> <p>A. The publishing Party shall provide the other Party a ___ day period in which to review and comment on proposed publications that either disclose technical developments and/or research findings generating in the course of this agreement, or identify Proprietary Information (as defined in paragraph 1.B of Article XV). The Parties will provide each other copies of articles of any publication of Technical Data first produced pursuant to a SOW for review and comment [insert #] days prior to publication.</p> <p>B. The non-publishing Party may request a reasonable delay in</p>	[RESERVED]	<p>Modify Article XIII(A): Publications as follows:</p> <p><u>Unless otherwise agreed by the Parties in a SOW,</u></p> <p>A. USER and CONTRACTOR The Parties will provide each other copies of articles of any publication of information generated-Technical Data first produced pursuant to this Agreement-a SOW for review and comment <u>[insert #] days prior to publication.</u></p> <p>B. The non-publishing Party may request a reasonable delay in publication if the proposed publication relates to its Subject Inventions or its Proprietary Information.</p> <p>C. The publishing Party shall not publish or otherwise disclose</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:	such Subject Inventions or Proprietary Information, except as provided by law. Disputes, if any, shall be resolved in accordance with Article [#], Disputes.	publication relates to its Subject Inventions or its Proprietary Information. C. The publishing Party shall not publish or otherwise disclose such Subject Inventions or Proprietary Information identified by the other Party, except as provided by law. Disputes, if any, shall be resolved in accordance with Article [#], Disputes.		such Subject Inventions or Proprietary Information, except as provided by law. Disputes, if any, shall be resolved in accordance with Article [#], Disputes.
b. Allowing for an "opt out" by the Parties in the SOW if circumstances warrant. If the Parties agree in advance there will be no Subject Inventions or Proprietary Information for a particular project (e.g., an "open innovation" project), we suggest that the Parties have the ability to "disable" the Publications language on a SOW-by-SOW basis.	Add SOW Option: <u>The Parties agree that no pre-publication review is required for this particular SOW and that Article [#], Publications, shall not apply for purposes of this SOW.</u>	Add SOW Option: <u>The Parties agree that no pre-publication review is required for this particular SOW and that Article [#], Publications, shall not apply for purposes of this SOW.</u>	N/A	Add SOW Option: <u>The Parties agree that no pre-publication review is required for this particular SOW and that Article [#], Publications, shall not apply for purposes of this SOW.</u>
30. Article [#]: Use of Names and Legal Notice <i>Generally: Adopting of the "Use of Names and Legal Notice" language for all four agreements.</i>				
a. Place in this Article language relating to obtaining prior written approval for use of name.	Move Article XII(B) and modify as follows: A. Except as provided below in Article [#], Use of Names and Legal Notice, B., The the Parties agree that neither will use the name of the other Party or the Government or its their employees in any promotional activity, such as advertisements, with reference to any product or services resulting from this CRADA this Agreement,	Add: A. Except as provided below in Article [#], Use of Names and Legal Notice, B., the Parties agree that neither will use the name of the other Party or the Government or their employees in any promotional activity, such as advertisements, with reference to this Agreement, without prior written approval of the other Party or Government,	Add: A. Except as provided below in Article [#], Use of Names and Legal Notice, B., the Parties agree that neither will use the name of the other Party or the Government or their employees in any promotional activity, such as advertisements, with reference to this Agreement, without prior written approval of the other Party or the	Move from Article XIII(B) and modify as follows: A. Except as provided below in Article [#], Use of Names and Legal Notice, B., USER the Parties agree that neither will not use the name of CONTRACTOR the other Party or the United States Government or their employees in any promotional activity, such as advertisements, with reference to any product or service resulting from this

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	without prior written approval of the other Party <u>or Government, respectively.</u>	<u>respectively.</u>	<u>Government, respectively.</u>	Agreement, without prior written approval of the <u>other Party or Government and CONTRACTOR, respectively.</u>
b. Adopting the "DISCLAIMER NOTICE" language across all four agreements and all DOE Laboratories. We respectfully suggest that having standard language promotes ease of implementation and compliance by Participant(s), compared to having differing Legal Notice requirements for Laboratories and/or agreements.	<p>Add:</p> <p><u>B. The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by Participant:</u></p> <p><u>DISCLAIMER NOTICE</u></p> <p><u>This document was prepared by [insert Participant legal name] as a result of the use of facilities and/or Contractor personnel of the U.S. Department of Energy (DOE), which are managed by [insert Contractor legal name], acting under Contract No. [insert #].</u></p> <p><u>Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person acting on their behalf:</u></p> <p><u>(a) make any warranty or representation, express or implied, with respect to the information contained in this document; or</u></p> <p><u>(b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.</u></p>	<p>Modify:</p> <p><u>B. The Parties agree that the The following Legal Disclaimer Notice legal notice shall be affixed to each report or publication furnished to the Sponsor under this Agreement and to any report resulting from this Agreement which may be distributed by the Sponsor Participant:</u></p> <p><u>DISCLAIMER NOTICE</u></p> <p><u>This document was prepared by [insert Participant legal name] as a result of the use of facilities and/or Contractor personnel of the U.S. Department of Energy (DOE), which are managed by [insert Contractor legal name], acting under Contract No. [insert #].</u></p> <p><u>Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person acting on their behalf:</u></p> <p><u>(a) make any warranty or representation, express or implied, with respect to the information contained in this document; or</u></p> <p><u>(b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the</u></p>	<p>Add:</p> <p><u>B. The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by Participant:</u></p> <p><u>DISCLAIMER NOTICE</u></p> <p><u>This document was prepared by [insert Participant legal name] as a result of the use of facilities and/or Contractor personnel of the U.S. Department of Energy (DOE), which are managed by [insert Contractor legal name], acting under Contract No. [insert #].</u></p> <p><u>Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person acting on their behalf:</u></p> <p><u>(a) make any warranty or representation, express or implied, with respect to the information contained in this document; or</u></p> <p><u>(b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.</u></p>	<p>Modify:</p> <p><u>B. The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by USER Participant:</u></p> <p><u>DISCLAIMER NOTICE</u></p> <p><u>This document was prepared by [insert Participant legal name] as a result of the use of facilities and/or Contractor personnel of the U.S. Department of Energy (DOE), which are managed by [insert Contractor legal name], acting under Contract No. [insert #].</u></p> <p><u>Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person acting on their behalf:</u></p> <p><u>(a) make any warranty or representation, express or implied, with respect to the information contained in this document; or</u></p> <p><u>(b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:		document.		
31. Article [#]: Export Control				
<i>Generally: Adopting of the "Export Control" language for all four agreements.</i>				
Placing responsibility on each Party and DOE for its own export control compliance and for providing information needed to export or import goods or Technical Data subject to the applicable Agreement.	Modify: The Parties understand that materials and information resulting from the performance of this CRADA may be subject to export control laws and that Each party and DOE is responsible for its own compliance with such laws and regulations governing export control, and agrees, upon written request, to provide reasonable information needed to export or import goods or Technical Data subject to this Agreement, including but not limited to, the applicable Export Control Classification Number (ECCN).	Modify: Each Party and DOE is responsible for its own compliance with laws and regulations governing export control, and agrees, upon written request, to provide reasonable information needed to export or import goods or Technical Data subject to this Agreement, including but not limited to, the applicable Export Control Classification Number (ECCN).	Replace with harmonized language: USER acknowledges that the export of goods or Technical Data may require some form of export control license from the U.S. Government and that failure to obtain such export control license may result in criminal liability under the laws of the United States. Each Party and DOE is responsible for its own compliance with laws and regulations governing export control, and agrees, upon written request, to provide reasonable information needed to export or import goods or Technical Data subject to this Agreement, including but not limited to, the applicable Export Control Classification Number (ECCN).	Replace with harmonized language: USER acknowledges that the export of goods or Technical Data may require some form of export control license from the U.S. Government and that failure to obtain such export control license may result in criminal liability under the laws of the United States. Each Party and DOE is responsible for its own compliance with laws and regulations governing export control, and agrees, upon written request, to provide reasonable information needed to export or import goods or Technical Data subject to this Agreement, including but not limited to, the applicable Export Control Classification Number (ECCN).
32. Article [#]: Disclaimers				
<i>Generally: Adopting harmonized "Disclaimer" language for all four agreements.</i>				
a. We respectfully suggest that a mutual warranty disclaimer with respect to both Results and Furnished Items is common practice and desirable from DOE, Contractor and Participant perspectives.	Modify: NEITHER THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR, NOR PARTICIPANT MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, DATA, OR INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR	Modify: NEITHER THE GOVERNMENT AND THE CONTRACTOR, NOR PARTICIPANT MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, DATA, OR INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED CREATED	Modify: NEITHER THE GOVERNMENT AND CONTRACTOR, NOR PARTICIPANT MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE USER FACILITY FURNISHED HEREUNDER. IN ADDITION, THE GOVERNMENT, CONTRACTOR AND USER MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE RESEARCH OR ANY GOODS, SERVICES,	Modify: NEITHER THE GOVERNMENT AND CONTRACTOR, NOR PARTICIPANT MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE USER FACILITY FURNISHED HEREUNDER. IN ADDITION, THE GOVERNMENT, CONTRACTOR AND USER MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE RESEARCH OR ANY GOODS, SERVICES,

Comments	CRADA	WFO	PUA	NPUA
We recommend:	DEVELOPED CREATED UNDER THIS CRADA AGREEMENT (RESULTS), OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. SUCH RESULTS; <u>THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, DATA OR INTELLECTUAL PROPERTY TO BE FURNISHED HEREUNDER (FURNISHED ITEMS) WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS.</u>	UNDER THIS WORK FOR OTHERS AGREEMENT (RESULTS), OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT SUCH RESULTS; <u>THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA OR INTELLECTUAL PROPERTY TO BE FURNISHED HEREUNDER (FURNISHED ITEMS) WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS.</u>	<u>MATERIALS, PRODUCTS, PROCESSES, INFORMATION, DATA, OR INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED CREATED UNDER THIS AGREEMENT (RESULTS), OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT SUCH RESULTS; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA OR INTELLECTUAL PROPERTY TO BE FURNISHED HEREUNDER (FURNISHED ITEMS) WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS.</u>	<u>MATERIALS, PRODUCTS, PROCESSES, INFORMATION, DATA, OR INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED CREATED UNDER THIS AGREEMENT (RESULTS), OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT SUCH RESULTS; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA OR INTELLECTUAL PROPERTY TO BE FURNISHED HEREUNDER (FURNISHED ITEMS) WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS.</u>
b. We respectfully suggest that a "consequential and incidental" damages disclaimer with respect to both Results and Furnished Items is common practice and desirable from DOE, Contractor and Participant perspectives.	Modify: NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED RESULTS OR FURNISHED ITEMS UNDER THIS CRADA	Modify: NEITHER THE GOVERNMENT, PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED RESULTS OR FURNISHED ITEMS UNDER THIS WORK	Modify: NEITHER THE GOVERNMENT, PARTICIPANT, NOR CONTRACTOR, AND/OR USER SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO USER OF SUCH FACILITIES, RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED SUCH RESULTS OR FURNISHED ITEMS UNDER	Modify: NEITHER THE GOVERNMENT, PARTICIPANT, NOR CONTRACTOR, AND/OR USER SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO USER OF SUCH FACILITIES, RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED SUCH RESULTS OR FURNISHED ITEMS UNDER

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	AGREEMENT.	FOR OTHERS AGREEMENT.	THIS AGREEMENT.	THIS AGREEMENT.
33. Article [#]: Product Liability				
<p>We respectfully request clarification on the DOE's understanding of circumstances in which a court would order the settlement referred to in the current CRADA below:</p> <p>"No settlement for which the Participant would be responsible shall be made without the Participant's consent unless required by final decree of a court of competent jurisdiction."</p>	<p>Adopt modified PUA language:</p> <p>To the extent permitted by US and US State law, if Participant utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then Participant hereby agrees to hold harmless and indemnify Contractor and the Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of Participant, its assignees or licensees, and not directly resulting from the fault or negligence of the Contractor or the Government, or persons acting on their behalf. In respect to this article, neither the Government nor the Contractor shall be considered assignees or licensees of the Participant, as a result of reserved Government and Contractor rights.</p>	<p>Adopt modified PUA language:</p> <p>To the extent permitted by US and US State law, if Participant utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then Participant hereby agrees to hold harmless and indemnify Contractor and the Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of Participant, its assignees or licensees, and not directly resulting from the fault or negligence of the Contractor or the Government, or persons acting on their behalf. In respect to this article, neither the Government nor the Contractor shall be considered assignees or licensees of the Participant, as a result of reserved Government and Contractor rights.</p>	<p>Modify:</p> <p>To the extent permitted by US and US State law, if USER Participant utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER Participant hereby agrees to hold harmless and indemnify CONTRACTOR Contractor and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of USER Participant, its assignees or licensees, and not directly resulting from the fault or negligence of the Contractor or the Government, or persons acting on their behalf. In respect to this article, neither the Government nor the Contractor shall be considered assignees or licensees of the Participant, as a result of reserved Government and Contractor rights.</p>	<p>Modify:</p> <p>To the extent permitted by US and US State law, if USER Participant utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER Participant hereby agrees to hold harmless and indemnify CONTRACTOR Contractor and the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including reasonable attorney fees, for injury to or death of persons, or damage to or destruction of property, as a result of or arising out of such utilization of the work by or on behalf of USER Participant, its assignees or licensees, and not directly resulting from the fault or negligence of the Contractor or the Government, or persons acting on their behalf. In respect to this article, neither the Government nor the Contractor shall be considered assignees or licensees of the Participant, as a result of reserved Government and Contractor rights.</p>
34. Article [#]: General Indemnity				
	[RESERVED]	No change.	<p>Modify:</p> <p>To the extent permitted by US and US State law, USER Participant hereby agrees to indemnify and hold harmless CONTRACTOR Contractor and</p>	<p>Modify:</p> <p>To the extent permitted by US and US State law, USER Participant hereby agrees to indemnify and hold harmless CONTRACTOR Contractor and</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:			<p>the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including <u>reasonable</u> attorney fees, for injury to or death of persons, or damage to or destruction of property, arising out of the performance of this Agreement or arising out of the use of the services performed, materials supplied or information given hereunder by any persons including the USER, and not directly resulting from the fault or negligence of the Contractor or the United States Government, or persons acting on their behalf, to the extent such liability, claims, or damages are caused by or <u>contributed by the negligence or intentional misconduct of Participant or its employees or representatives during and as a result of the performance of the work under this Agreement, and not directly resulting from the fault or negligence of the Government, the Department, the Contractor, or persons acting on their behalf.</u></p>	<p>the United States Government, their officers, agents and employees from any and all liability, claims, damages, costs and expenses, including <u>reasonable</u> attorney fees, for injury to or death of persons, or damage to or destruction of property, to the extent such liability, claims, or damages is <u>are</u> caused by or contributed to <u>by</u> the negligence or intentional misconduct of USER-Participant or its employees or representatives during <u>and as a result of</u> the performance of the work under this Agreement, <u>and not directly resulting from the fault or negligence of the Government, the Department, the Contractor, or persons acting on their behalf.</u></p>
35. Article [#]: Patent and Copyright Indemnity-Limited				
Harmonizing language between the WFO, PUA, and NPUA.	[RESERVED]	<p>Modify:</p> <p>To the extent permitted by US and US State law, the Sponsor Participant shall <u>fully</u> indemnify the Government and the Contractor and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, or copyright, or other</p>	<p>Modify:</p> <p>To the extent permitted by US and US State law, USER Participant shall fully indemnify the Government and CONTRACTOR-Contractor and their officers, agents, and employees for infringement of any United States patent or copyright arising out of any acts</p>	<p>Modify:</p> <p>To the extent permitted by US and US State law, USER Participant shall fully indemnify the Government and CONTRACTOR-Contractor and their officers, agents, and employees for infringement of any United States patent or copyright arising out of any acts</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:		intellectual property arising out of any acts required or directed or performed by the Sponsor Participant to be performed under this the Agreement to the extent such acts are not already normally performed at the facility Laboratory.	required or directed or performed by USER Participant under the Agreement to the extent such acts are not normally performed at the facility Laboratory.	required or directed or performed by USER Participant under the Agreement to the extent such acts are not normally performed at the facility Laboratory.
36. Article [#]: Exclusions				
Harmonizing as applicable.	Add: The liability and indemnity provisions in [Product Liability] shall not apply unless Participant shall have been informed as soon as practicable by Contractor or the Government of the suit or action alleging such liability or infringement, and such indemnity shall not apply to a claimed liability or infringement that is settled without the consent of Participant unless required by a court of competent jurisdiction.	Add: The liability and indemnity provisions in [Product Liability, General Indemnity, and Patent and Copyright Indemnity-Limited] shall not apply unless Participant shall have been informed as soon as practicable by Contractor or the Government of the suit or action alleging such liability or infringement, and such indemnity shall not apply to a claimed liability or infringement that is settled without the consent of Participant unless required by a court of competent jurisdiction.	Modify: The liability and indemnity provisions in paragraphs B, C and D above [Product Liability, General Indemnity, and Patent and Copyright Indemnity-Limited] shall not apply unless USER Participant shall have been informed as soon as practicable by CONTRACTOR Contractor or the Government of the suit or action alleging such liability or infringement, and such indemnity shall not apply to a claimed liability or infringement that is settled without the consent of USER Participant unless required by a court of competent jurisdiction.	Modify: The liability and indemnity provisions in paragraphs B, C and D above [Product Liability, General Indemnity, and Patent and Copyright Indemnity-Limited] shall not apply unless USER Participant shall have been informed as soon as practicable by CONTRACTOR Contractor or the Government of the suit or action alleging such liability or infringement, and such indemnity shall not apply to a claimed liability or infringement that is settled without the consent of USER Participant unless required by a court of competent jurisdiction.
37. Article [#]: Notice and Assistance Regarding Patent and Copyright Infringement				
Deleting this contractual obligation. Trial rules provide sufficient protection to the Government and Contractor.	N/A	Delete: The Sponsor shall report to the Department and the Contractor, promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the Department and the Contractor, when requested by the	Delete: a. USER shall report to the Government, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which USER has knowledge. b. In the event of any claim or suit against the Government on account of any alleged patent or	N/A

Comments	CRADA	WFO	PUA	NPUA
We recommend:		Department or the Contractor, all evidence and information in the possession of the Sponsor pertaining to such claim.	copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, USER shall furnish to the Government when requested by the Government, all evidence and information in possession of USER pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where USER has agreed to indemnify the Government.	
38. Article [#]: Similar or Identical Services				
Adopting WFO language as modified in all four agreements	Add: <u>The Government and/or Contractor shall have the right to perform similar or identical services in a SOW for other participants as long as the Participant's Proprietary Information is not utilized, and subject to Participant's valid patent and copyrights. Participant shall have the right to perform similar or identical services in a SOW for other parties, subject to the Government and Contractor's valid patent and copyrights.</u>	Modify: <u>The Government and/or Contractor shall have the right to perform similar or identical services in the Statement of Work-a SOW for other Sponsors participants as long as the Sponsor's Participant's Proprietary Information is not utilized, and subject to Participant's valid patent and copyrights. Participant shall have the right to perform similar or identical services in a SOW for other parties, subject to the Government and Contractor's valid patent and copyrights.</u>	Add: <u>The Government and/or Contractor shall have the right to perform similar or identical services in a SOW for other participants as long as the Participant's Proprietary Information is not utilized, and subject to Participant's valid patent and copyrights. Participant shall have the right to perform similar or identical services in a SOW for other parties, subject to the Government and Contractor's valid patent and copyrights.</u>	Add: <u>The Government and/or Contractor shall have the right to perform similar or identical services in a SOW for other participants as long as the Participant's Proprietary Information is not utilized, and subject to Participant's valid patent and copyrights. Participant shall have the right to perform similar or identical services in a SOW for other parties, subject to the Government and Contractor's valid patent and copyrights.</u>
39. Article [#]: Assignment				
	[RESERVE]	Modify: Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by	[RESERVE]	[RESERVE]

Comments	CRADA	WFO	PUA	NPUA
We recommend:		the other Party to this Agreement, provided, the Contractor may transfer it to the Department-DOE , or its designee, with notice of such transfer to the Sponsor Participant , and the Contractor shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement.		

40. Article [#]: Disputes

a. Harmonizing language between the four agreements.	<p>Adopt language from PUA and NPUA as modified.</p> <p><u>The Parties will attempt to jointly resolve all disputes arising under this Agreement. If the Parties are unable to jointly resolve a dispute within a reasonable period of time, either Party may contact the Laboratory's Technology Transfer Ombudsman (TTO) to provide assistance. The TTO may work directly to resolve the dispute or, upon mutual agreement of the Parties, contact a third party neutral mediator to assist the Parties in coming to a nonbinding resolution. The costs of the mediator's services will be shared equally by the Parties. In the event that an agreement is not reached with the aid of the ombudsman or mediator, the Parties may agree to have the dispute addressed by neutral evaluation. The decision rendered by the neutral evaluator shall be nonbinding on the Parties, and any costs incurred there from shall be divided equally between the Parties.</u></p>	<p>Adopt language from PUA and NPUA as modified.</p> <p><u>The Parties will attempt to jointly resolve all disputes arising under this Agreement. If the Parties are unable to jointly resolve a dispute within a reasonable period of time, either Party may contact the Laboratory's Technology Transfer Ombudsman (TTO) to provide assistance. The TTO may work directly to resolve the dispute or, upon mutual agreement of the Parties, contact a third party neutral mediator to assist the Parties in coming to a nonbinding resolution. The costs of the mediator's services will be shared equally by the Parties. In the event that an agreement is not reached with the aid of the ombudsman or mediator, the Parties may agree to have the dispute addressed by neutral evaluation. The decision rendered by the neutral evaluator shall be nonbinding on the Parties, and any costs incurred there from shall be divided equally between the Parties.</u></p>	<p>Modify:</p> <p>The pParties will attempt to jointly resolve all disputes arising under this aAgreement. If the pParties are unable to jointly resolve a dispute within a reasonable period of time, either pParty may contact the LLaboratory's Technology Transfer Ombudsman (TTO) to provide assistance. The TTO may work directly to resolve the dispute or, upon mutual agreement of the pParties, contact a third party neutral mediator to assist the pParties in coming to a nonbinding resolution. The costs of the mediator's services will be shared equally by the pParties. In the event that an agreement is not reached with the aid of the ombudsman or mediator, the pParties may agree to have the dispute addressed by neutral evaluation. The decision rendered by the neutral evaluator shall be nonbinding on the pParties, and any costs incurred there from shall be divided equally between the pParties.</p>	<p>Modify:</p> <p>The pParties will attempt to jointly resolve all disputes arising under this aAgreement. If the pParties are unable to jointly resolve a dispute within a reasonable period of time, either pParty may contact the LLaboratory's Technology Transfer Ombudsman (TTO) to provide assistance. The TTO may work directly to resolve the dispute or, upon mutual agreement of the pParties, contact a third party neutral mediator to assist the pParties in coming to a nonbinding resolution. The costs of the mediator's services will be shared equally by the pParties. In the event that an agreement is not reached with the aid of the ombudsman or mediator, the pParties may agree to have the dispute addressed by neutral evaluation. The decision rendered by the neutral evaluator shall be nonbinding on the pParties, and any costs incurred there from shall be divided equally between the pParties.</p>
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Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	Upon mutual agreement, the Parties may request a final decision by the DOE Contracting Officer. Absent resolution, either Party may seek relief in a court of competent jurisdiction.	Upon mutual agreement, the Parties may request a final decision by the DOE Contracting Officer. Absent resolution, either Party may seek relief in a court of competent jurisdiction.	Upon mutual agreement, the Parties may request a final decision by the DOE Contracting Officer. Absent resolution, either Party may seek relief in a court of competent jurisdiction.	Upon mutual agreement, the Parties may request a final decision by the DOE Contracting Officer. Absent resolution, either Party may seek relief in a court of competent jurisdiction.
41. Article [#]: Project Management				
<i>Generally: Identifying a project manager for each SOW in all four agreements</i>				
a. In the base:	<p>Move from CRADA Article ____: Project Management (A) and (C) and modify as follows:</p> <p>A. Each Party shall assign and identify in writing a project manager prior to the start of the CRADA a SOW.</p> <p>Either Party may change its project manager by providing written notification to the other Party.</p> <p>Each project manager shall be responsible for coordinating all matters relating to this CRADA, any Statement of Work hereunder, a SOW, and all other related matters between the Parties.</p> <p>All communications between the Parties relating to this CRADA a SOW shall take place between the project managers.</p> <p>C. The Parties will use reasonable efforts to manage the disclosure of Proprietary Information or Protected CRADA Project Information through the project managers or their designees; however, failure to do so will not cause any marked Proprietary Information or any</p>	<p>Add:</p> <p><u>Each Party shall assign and identify in writing a project manager prior to the start of a SOW.</u></p> <p><u>Either Party may change its project manager by providing written notification to the other Party.</u></p> <p><u>Each project manager shall be responsible for coordinating all matters relating to a SOW, and all other related matters between the Parties.</u></p> <p><u>All communications between the Parties relating to a SOW shall take place between the project managers.</u></p> <p><u>The Parties will use reasonable efforts to manage the disclosure of Proprietary Information through the project managers or their designees; however, failure to do so will not cause any marked Proprietary Information to lose the protection afforded herein.</u></p>	<p>Add:</p> <p><u>Each Party shall assign and identify in writing a project manager prior to the start of a SOW.</u></p> <p><u>Either Party may change its project manager by providing written notification to the other Party.</u></p> <p><u>Each project manager shall be responsible for coordinating all matters relating to a SOW, and all other related matters between the Parties.</u></p> <p><u>All communications between the Parties relating to a SOW shall take place between the project managers.</u></p> <p><u>The Parties will use reasonable efforts to manage the disclosure of Proprietary Information through the project managers or their designees; however, failure to do so will not cause any marked Proprietary Information to lose the protection afforded herein.</u></p>	<p>Add:</p> <p><u>Each Party shall assign and identify in writing a project manager prior to the start of a SOW.</u></p> <p><u>Either Party may change its project manager by providing written notification to the other Party.</u></p> <p><u>Each project manager shall be responsible for coordinating all matters relating to a SOW, and all other related matters between the Parties.</u></p> <p><u>All communications between the Parties relating to a SOW shall take place between the project managers.</u></p> <p><u>The Parties will use reasonable efforts to manage the disclosure of Proprietary Information through the project managers or their designees; however, failure to do so will not cause any marked Proprietary Information to lose the protection afforded herein.</u></p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	marked Protected CRADA Project Information to lose the protection afforded by Articles VII and VIII herein.			
b. In the SOW	Move from CRADA Article ____: Project Management (B) and modify as follows: B. Project managers for this CRADA SOW are as follows: for CONTRACTOR [insert] for PARTICIPANT [insert]	Add: Project managers for this <u>SOW</u> are as follows: for CONTRACTOR [insert] for PARTICIPANT [insert]	Add: Project managers for this <u>SOW</u> are as follows: for CONTRACTOR [insert] for PARTICIPANT [insert]	Add: Project managers for this <u>SOW</u> are as follows: for CONTRACTOR [insert] for PARTICIPANT [insert]
42. Article [#]: Notices Language				
Adopting harmonized notice language in all four agreements	Modify: Any communications required by this CRADA Agreement , if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by verified facsimile. Address changes shall be given in accordance with this article and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this CRADA Agreement . B. The addresses, telephone numbers, and facsimile numbers for the Parties are as follows:	Add: Any communications required by this Agreement, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by verified facsimile. Address changes shall be given in accordance with this article and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this Agreement. B. The addresses, telephone numbers, and facsimile numbers for the Parties are as follows:	Add: Any communications required by this Agreement, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by verified facsimile. Address changes shall be given in accordance with this article and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this Agreement. B. The addresses, telephone numbers, and facsimile numbers for the Parties are as follows:	Add: Any communications required by this Agreement, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by verified facsimile. Address changes shall be given in accordance with this article and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this Agreement. B. The addresses, telephone numbers, and facsimile numbers for the Parties are as follows:
43. Article [#]: Termination				
Generally: Adopting of "Termination" language for all four agreements.				
a. Harmonizing the termination language in all four agreements, with the exception that in the NPUA, the language relating to costs and Proprietary	Replace with modified PUA language: <u>Either Party may terminate this Agreement, or a particular SOW,</u>	Replace with modified PUA language: <u>Either Party may terminate this Agreement, or a particular SOW,</u>	Modify: Either Party may terminate this Agreement, or a particular SOW, for any reason at any time by	Modify: Either Party may terminate this Agreement, or a particular SOW, for any reason at any time by

Comments	CRADA	WFO	PUA	NPUA
<p>We recommend:</p> <p>Information is inapplicable and should be excluding.</p>	<p><u>for any reason at any time by giving not less than thirty (30) days prior written notice to the other Party, provided that each Party shall recover payment for the costs incurred by one Party on behalf of the other prior to termination and for termination costs, if any, but in no event shall Participant's cost responsibility exceed the total cost to Participant as described in Article [# Costs].</u></p> <p><u>Notice will be deemed made as of the day of receipt.</u></p> <p><u>The obligations of any clause of this Agreement, which by its nature extend beyond its termination, including any obligations under Article [#], Proprietary Information, shall remain in full force and effect until fulfilled.</u></p>	<p><u>for any reason at any time by giving not less than thirty (30) days prior written notice to the other Party, provided that each Party shall recover payment for the costs incurred by one Party on behalf of the other prior to termination and for termination costs, if any, but in no event shall Participant's cost responsibility exceed the total cost to Participant as described in Article [# Costs].</u></p> <p><u>Notice will be deemed made as of the day of receipt.</u></p> <p><u>The obligations of any clause of this Agreement, which by its nature extend beyond its termination, including any obligations under Article [#], Proprietary Information, shall remain in full force and effect until fulfilled.</u></p>	<p>giving not less than thirty (30) days prior written notice to the other Party, provided that CONTRACTOR each Party shall recover payment for the costs incurred by CONTRACTOR one Party on behalf of USER the other prior to termination and for termination costs, if any, but in no event shall Participant's cost responsibility exceed the total estimated cost to the Participant as described above in Article [# Costs].</p> <p><u>Notice will be deemed made as of the day of receipt.</u></p> <p><u>The obligations of any clause of this Agreement, which by its nature extend beyond its termination, including any obligations under Article [#], Proprietary Information, shall remain in full force and effect until fulfilled.</u></p>	<p>giving not less than thirty (30) days prior written notice to the other Party.</p> <p>Notice will be deemed made as of the day of receipt.</p> <p>The obligations of any clause of this Agreement, which by its nature extend beyond its termination, shall remain in full force and effect until fulfilled.</p>
44. Article [#]: Waiver				
Adopting waiver language in all four agreements	<p>No change:</p> <p>The failure of the Contractor or the Participant at any time to enforce any provisions of this agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such right or remedy or of the right of the Contractor or the Participant thereafter to enforce each and every provision, right, or remedy.</p>	<p>Add:</p> <p><u>The failure of the Contractor or the Participant at any time to enforce any provisions of this agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such right or remedy or of the right of the Contractor or the Participant thereafter to enforce each and every provision, right, or remedy.</u></p>	<p>Add:</p> <p><u>The failure of the Contractor or the Participant at any time to enforce any provisions of this agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such right or remedy or of the right of the Contractor or the Participant thereafter to enforce each and every provision, right, or remedy.</u></p>	<p>Add:</p> <p><u>The failure of the Contractor or the Participant at any time to enforce any provisions of this agreement or to exercise any right or remedy shall not be construed to be a waiver of such provisions or of such right or remedy or of the right of the Contractor or the Participant thereafter to enforce each and every provision, right, or remedy.</u></p>
45. Article [#]: Force Majeure				
Adopting force majeure language in all four agreements	<p>Modify:</p> <p>No failure or omission by the</p>	<p>Add:</p> <p>No failure or omission by the</p>	<p>Add:</p> <p>No failure or omission by the</p>	<p>Add:</p> <p>No failure or omission by the</p>

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	Contractor or the Participant in the performance of any obligation under this <u>CRADA Agreement</u> shall be deemed a breach of this <u>CRADA Agreement</u> or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the purpose of this <u>CRADA Agreement</u> , shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.	Contractor or the Participant in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.	Contractor or the Participant in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays	Contractor or the Participant in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays
46. Article [#]: Conflict of Terms				
Adopting harmonized conflict of terms language in all four agreements	Move from Article XXIX: Entire CRADA and Modifications to this Article modified as follows: A. This <u>CRADA Agreement</u> with its appendixes, including <u>SOWs</u> , contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or agreements relating hereto have been merged into this document	Add: A. This Agreement with its appendixes, including <u>SOWs</u> , contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or agreements relating hereto have been merged into this document and are thus superseded in totality by this Agreement. This Agreement shall not be effective	Modify: A. This Agreement with its appendixes, including <u>SOWs</u> , contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or agreements relating hereto have been merged into this document and are thus superseded in totality by this Agreement. This Agreement shall not be effective	Modify: This Agreement constitutes the primary document which governs the work described in the attached Appendices. A. This Agreement with its appendixes, including <u>SOWs</u> , contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	<p>and are thus superseded in totality by this CRADA Agreement. This CRADA Agreement shall not be effective until approved by DOE.</p> <p>B. Any agreement to materially change any terms or conditions of this CRADA Agreement or the appendixes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.</p> <p>Move from Article ____: Order of Precedence to this Article modified as follows:</p> <p>C. In the event of a conflict between the provisions of the appendixes individual SOWs and those of this Agreement, this Agreement shall prevail.</p>	<p>until approved by DOE.</p> <p><u>B. Any agreement to materially change any terms or conditions of this Agreement or the appendixes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.</u></p> <p><u>C. In the event of a conflict between the provisions of individual SOWs and those of this Agreement, this Agreement shall prevail.</u></p>	<p>until approved by DOE.</p> <p><u>B. Any agreement to materially change any terms or conditions of this Agreement or the appendixes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.</u></p> <p><u>C. In the event of any conflict between the terms provisions of this document individual SOWs and any other document issued by either Party, the terms of this document those of this Agreement, this Agreement shall prevail.</u></p>	<p><u>agreements relating hereto have been merged into this document and are thus superseded in totality by this Agreement. This Agreement shall not be effective until approved by DOE.</u></p> <p><u>B. Any agreement to materially change any terms or conditions of this Agreement or the appendixes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.</u></p> <p><u>C. In the event of any conflict between the terms provisions of this document individual SOWs and any other document issued by either Party, the terms of this document those of this Agreement, this Agreement shall prevail.</u></p>
47. Signatures				
a. Harmonizing language between the four agreements	<p>Modify: In witness whereof, the Parties hereto have executed this Agreement:</p> <p>FOR THE CONTRACTOR: BY: TITLE: DATE:</p> <p>FOR THE PARTICIPANT: BY: TITLE: DATE:</p>	<p>Modify: In witness whereof, the Parties hereto have executed this Agreement:</p> <p>FOR CONTRACTOR: NAME BY: TITLE: DATE:</p> <p>FOR SPONSOR PARTICIPANT: NAME BY: TITLE: DATE:</p>	<p>Modify: In witness whereof, the Parties <u>hereto have executed this Agreement:</u></p> <p>FOR THE CONTRACTOR: BY: TITLE: DATE:</p> <p>FOR THE USER PARTICIPANT: BY: TITLE: ADDRESS: TELEPHONE: DATE:</p>	<p>Modify: In witness whereof, the Parties <u>hereto have executed this Agreement:</u></p> <p>FOR THE CONTRACTOR: BY: TITLE: DATE:</p> <p>FOR THE USER PARTICIPANT: BY: TITLE: ADDRESS: TELEPHONE: DATE:</p>
48. Statement of Work (SOW) No. <u>[insert #]</u>				
	Include CRADA Foreign Entity, Background IP, and Abstract attachments, if applicable.	[RESERVED]	[RESERVED]	RESERVED]