## 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?

**NPUA**<sup>1</sup>, no cost recovery NO =

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

PUA<sup>2</sup>, full cost recovery

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

NO = CRADA<sup>3</sup>, full or partial cost recovery

YES = WFO<sup>4</sup>, full cost recovery

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

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

<sup>&</sup>lt;sup>1</sup> Nonproprietary joint research with DOE Contractor personnel and/or use of DOE Laboratory facilities

<sup>&</sup>lt;sup>2</sup> Proprietary research by Participant and use of DOE Laboratory facilities only

<sup>&</sup>lt;sup>3</sup> Proprietary or nonproprietary joint research with DOE Contractor personnel and permitted use of DOE Laboratory facilities

<sup>&</sup>lt;sup>4</sup> Proprietary or nonproprietary project with DOE Contractor personnel and permitted use of DOE Laboratory facilities

<sup>&</sup>lt;sup>5</sup> 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:				571
1. Title	<u> </u>			
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	169	I .	!	l
Generally: Adopting the "Parties/Preamble" language for all four agreements and harmonizing the language				
a. Harmonizing the format for			WEEN	
the agreements and using "Contractor", "Laboratory", "Participant", "Parties" uniformly throughout each agreement to read, e.g.,:		operator of [insert Labor: under U.S. Department of E Al [insert Participant leg	al name] (Contractor), atory name] (Laboratory), inergy Contract No. [insert #] ND pal name] (Participant)	
		`	ly, Parties)	laa
from PUA for all four agreements.  3. Article [#]: Definitions Generally: Adopting alphabetized	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.  d "Definitions" language for all four ents by the Parties and DOE. How	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 Laboratory involved in this Work for Others Agreement.	The obligations of the Contractor may be transferred to and shall apply to any successor in interest	to any successor in interest to said Contractor continuing the operation of the DOE Non-Proprietary User Facility Laboratory involved in this User Agreement.
a. "Background Intellectual		Exclude	Exclude	Exclude
Property"	"Background Intellectual Property" means the Intellectual Property identified by the Parties in Appendixa SOW, Article [insert #] Background Intellectual Property, which was in existence prior to or is first produced outside of this GRADA Agreement, except that in the case of inventions in those identified items, the inventions must have been conceived			

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

Comments	CRADA	WFO	PUA	NPUA
We recommend:	and Made Marks protected as			
	and Mask Works protected as			
	personal property by Federal law			
	and foreign counterparts, except			
	trade secrets and excludes, for			
	the purposes of this Agreement,			
	Proprietary Information and			
	Protected Project Information.			
k. "Joint Invention"	Add:	Add:	Exclude	Add:
	"Joint Invention" means a Subject	"Joint Invention" means a Subject		"Joint Invention" means a Subject
	Invention by one or more	Invention by one or more		Invention by one or more
		Participant Representatives and		Participant Representatives and
		one or more Contractor		one or more Contractor
	Representatives.	Representatives.		Representatives.
I. "Mask Work"		Exclude	Exclude	Exclude
I Mack Train				
	"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, protected under Federal			
	law.			
m. "Patent"		Add:	Add:	Add:
	"Patent" moons an invention	"Patent" means an invention	"Patent" means an invention	"Patent" means an invention
	"Patent" means an invention patented under Federal law.	patent means an invention patented under Federal law.	patented under Federal law.	patent means an invention patented under Federal law.
n "Detent Counce!"				
n. "Patent Counsel"		Move definition from Article XIV to newly added definition	Move definition from Article VIII to newly added definition	Move definition from Article VIII to newly added definition
Adopt the NPUA definition in all		section modified as follows:	section modified as follows:	section unmodified:
four agreements.	DOE Counsel for Intellectual			
	Property assisting the DOE	"Patent Counsel" means the DOE	"Patent Counsel" means the	"Patent Counsel" means the
	Contracting activity.	Patent Counsel for Intellectual	DOE Patent Counsel for	DOE Counsel for Intellectual
			Intellectual Property assisting the	
		DOE Contracting activity	Facility Operator DOE	Contracting activity.
		which has the administrative	Contracting activity.	

Comments We recommend:	CRADA	WFO	PUA	NPUA
		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)), provided that such Proprietary Information:  a. is not publicly known or becomes publicly known or available from other sources without obligation of confidentiality,  b. has not been made available by the owner to others without obligation of confidentiality, or  c. is not already available without obligation of confidentiality.	information which is developed at	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-is not generally publicly known or becomes publicly known or available from other sources without obligation concerning their-of confidentiality,  b. have has not been made available by the owner to others	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 is not generally publicly known or available from other sources without obligation concerning their of confidentiality,  b. Have has not been made available by the owner to others without obligation concerning

Comments	CRADA	WFO	PUA	NPUA
We recommend:	ONADA			III OA
The recommend			without obligation concerning their of confidentiality, or	their of confidentiality, and or
			c. are is not already available to	c. Are is not already available to the CONTRACTOR or to the
			the Government without	Government-without obligation
			obligation <del>concerning their <u>of</u></del> confidentiality <del>, and</del>	concerning their of confidentiality, and
			d. are marked as "Proprietary Data.".	d. Are marked as "Proprietary Data.".
q. "Protected Project Information"	Modify:	Exclude	Exclude	Exclude
	"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-			
110	Federal entity.			
r. "Representative"	Add:	Add:	Add:	Add:
	"Representative" means an	"Representative" means an	"Representative" means an	"Representative" means an
		employee, contractor, consultant	employee, contractor, consultant	employee, contractor, consultant
		or other legal representative of a	or other legal representative of a	or other legal representative of a
		Party.	Party.	Party.
s. "Service Mark"		N/A	N/A	N/A
t. "Subject Invention"		Move definition from Article XIV to newly added definition	Move definition from Article VIII to newly added definition	Move definition from Article VIII to newly added definition
	"Subject Invention" means any invention of the Contractor or	section modified as follows:	section modified as follows:	section modified as follows:
	Participant conceived or first	"Subject Invention" means any	"Subject Invention" means any	"Subject Invention" means any
	actually reduced to practice in the		invention or discovery of USER	invention or discovery conceived
		Contractor, or, to the	conceived or first actually	or first actually reduced to
		extent the Sponsor is performing any work under this Agreement,	reduced to practice in the course performance of or work under	practice in the <del>course</del> performance of <del>or</del> -work under
		of the Sponsor, conceived in the	this Agreement.	this Agreement.
		course of or under this		
		Agreement, or, in the case of an		
		invention previously conceived by	4	
		the Sponsor, first actually		
		reduced to practice in the course		

Comments We recommend:	CRADA	WFO	PUA	NPUA
ve recommend.		performance of er-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		
u. "Subsidiary"	Add:	country, or unpatented. Add:	Add:	Add:
	"Subsidiary" means a corporation, company, or other entity:  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	"Subsidiary" means a corporation, company, or other entity:  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	"Subsidiary" means a corporation, company, or other entity:  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	"Subsidiary" means a corporation, company, or other entity:  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
	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	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	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	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

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	other entity will be deemed to be			other entity will be deemed to be
				a Subsidiary only so long as such
	ownership or control exists.	ownership or control exists.	ownership or control exists.	ownership or control exists.
v. "Technical Data"	Add:	Add:		Move definition from Article IX to newly added definition section modified as follows:
	information regardless of form or characteristic, of a scientific or technical nature, excluding financial reports, costs analyses, and other information incidental to Agreement administration.	information regardless of form or characteristic, of a scientific or technical nature, excluding financial reports, costs analyses, and other information incidental to Agreement administration.	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	"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.
w. "Trademark"	"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.		Exclude	Exclude
x. "Unlimited Rights"	"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.	Move definition from Article XV to newly added definition section modified as follows:  "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.	works, distribute copies to the public, and perform publicly and display publicly, in any manner	Move definition from Article IX to newly added definition section modified as follows:  "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.
4. Article [#]: Term				
a. Harmonizing the "Term" language in all four agreements	The term of this Agreement is [instant this Agreement is the date on white advance payment required under	ch it is signed by the last of the Pa	rties[, or the receipt of any	The term of this Agreement is [insert # months/years] 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 We	) Ork			uic i diucs.
	ent of Work (SOW)" language for a	all four agreements		
a. We suggest that a "master" or	Modify:	Add:	Modify:	Modify:
an "umbrella" agreement		71441		
approach, with individual SOWs	The Statement of work is		Employee(s), consultant(s), and	CONTRACTOR Contractor will
	attached as Appendix		representative(s) of USER	make available to employees,
streamline/minimize contract			(hereinafter called	consultants and representatives
negotiations and assist in	The work to be performed under	The work to be performed under	"Participant(s)") Participant	of USER (hereinafter called
contract administration for the	this Agreement shall be set forth	this Agreement shall be set forth	Representatives shall be	"Participants") Participant
Parties and DOE.	in one or more Statement of	in one or more Statement of	permitted to use Laboratory	Representatives certain
	Work (SOW).	Work (SOW).	facilities for the purpose of	Laboratory Non-Proprietary User
We also suggest that use of a		E 1 0014/ 1 III	performing the experiment(s)	facilities, which may include
SOW to remove inapplicable	Each SOW shall incorporate by reference the terms of this	Each SOW shall incorporate by reference the terms of this	accepted and approved for	equipment, services, information
provisions in a base agreement		Agreement and be signed by the	performance at Laboratory as	and other material, with or without Laboratory scientist
will also help streamline and/or minimize contract negotiations	Parties.	Parties.	attached to and made a part of	collaboration, for purposes as
and assist in contract	r arties.	<u>r arties.</u>	this Agreement.	described in the Appendix a
administration for the Parties			tino / tgreement.	SOW which is attached to and
and DOE.			This Proprietary User Agreement	made a part of this Agreement.
			shall be incorporated by	
			reference and apply to all such	Additional future Appendices
			experiments described in the	SOWs referencing this
			SOW and any additional future	Agreement may be submitted by
			SOWs authorized for	USER Participant for identifying
			performance at Laboratory	Laboratory facilities and
			facilities which are totally funded	purposes during the term of this
			by <del>USER</del> <u>Participant</u> .	Agreement (Ssee Article II).
			Such additional SOWs will be	Such additional Appendices
			considered to be part of this	SOWs will be considered to be
			Agreement upon the SOW being	part of this Agreement upon
			by signed by the Parties.	acceptance the SOW being
				signed by CONTRACTOR the
			CONTRACTOR Contractor will	Parties.
			retain its <del>employees</del>	
			Representatives assigned to this	Each Appendix SOW shall set
			work on its payroll and will be	forth the Technical Scope of
				Work (TSOW) of a specific
			for the account of DOE in	project, including deliverables, to
			accordance with DOE's pricing policy, which provides for full cost	be performed pursuant to this
			policy, writeri provides for full cost	Ayreement.

		111-0		1
Comments	CRADA	WFO	PUA	NPUA
We recommend:				
			recovery.	The scope of work TSOW shall
				not be considered proprietary
				information and shall be publicly
				releasable.
				Toloadasie.
				The Parties agree that an initiual
				abstract of the work to be
				performed the TSOW shall be a
				deliverable under this
				Agreement.
6. Article [#]: Costs				
Generally: Putting "Costs" detail				
a. In the base:	Replace detailed cost language			No change.
	in the base with:	in the base with:	in the base with:	
			0 1 1 00 1	E 1 B 1 311 31
				Each Party will bear its own costs
	such SOW.	such SOW.	such SOW.	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 langu	lage to the extent applicable.			N/A
Cost identification:		Modify:	Modify:	
		,.		
	The Participant's estimated	The Contractor Participant's	The Participant's estimated cost	
		estimated cost for the work to be	of the work, described in Article I	
		performed under this Agreement	above-is \$[insert #; > 0].	
		is \$[insert #; > 0].		
	provided through the			
	<u>eC</u> ontractor's contract with DOE,			
	is $[insert #; > or = 0]$ , subject to			
	available funding.			-
Provisions relating to exceeding	Moaity:	Modify:	Add:	
estimated costs:	Noither Party shall have an	The Contractor has no Neither	Neither Party shall have an	
		Party shall have an obligation to	obligation to continue or	
	complete performance of its work		complete performance of its work	
	at a contribution cost in excess of		at a cost in excess of its	
	its estimated <del>contribution cost</del> as		estimated cost as contained in	
		estimated cost as contained in	this article, including any	
			subsequent amendment.	

I CDAILA	WFO	PUA	NPUA
CRADA	WFO	FUA	NFOA
subsequent amendment	subsequent amendment <del>(s)</del>		
cascoquerii ameriamenii			
Each Party agrees to provide at	The Contractor Each Party		
	agrees to provide at least [insert	Each Party agrees to provide at	
other Party if the actual cost to	#] days' notice to the Sponsor	least [insert #] days' notice to the	
		other Party if the actual cost to	
	exceed its estimated cost.	exceed its estimated cost.	
etails in SOW			
	Replace detailed cost language	Replace detailed cost language	[RESERVED]
			[KEOEKVED]
Costs for a specific SOW are	Costs for a specific SOW are	Costs for a specific SOW are	
		specified in such SOW	
Include language consistent	Modify current language in	Modify current language in	N/A
		PUA Article III Billing and	
	to SOW:	follows and move to SOW:	
		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
	300		
	Modify current language in	Tarticipant .	
	The Sponsor Participant hereby		
	the funding it brings to this		
	l •		
	Agreement <u>, including this SOW</u> .		
	If the Work for Others this		
	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.  Stails in SOW.  Replace detailed cost language in the base with:  Costs for a specific SOW are specified in such SOW Include language consistent with current CRADA guidelines.	subsequent amendment.  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.  **The Contractor Each Party agrees to provide at least [insert #] days' notice to the Spensor other Party if the actual cost to complete performance will exceed its estimated cost.  **Replace detailed cost language in the base with:  **Costs for a specific SOW are specified in such SOW**  Include language consistent with current CRADA guidelines.  **Modify current language in WFO Article IV. Funding and Payment as follows and move to SOW:  1. Replace "Sponsor" with "Participant" 2. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Agreement" with "SOW"  **Modify current language in WFO Article V. Source of Funds as follows and move to SOW:  1. Replace "Sponsor Participant hereby warrants and represents that, if the funding it brings to this Agreement has been secured through other agreements, such other agreements on not have any terms and conditions (including intellectual property)	subsequent amendment.  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.  **Each Party agrees to provide at least [insert #] days' notice to the Spenser other Party if the actual cost to complete performance will exceed its estimated cost.  **Each Party agrees to provide at least [insert #] days' notice to the Spenser other Party if the actual cost to complete performance will exceed its estimated cost.  **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.  **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.  **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.  **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.  **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.  **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.  **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.  **Each Party agrees to provide at least [insert #] days' notice to the other Party if the actual cost to some performance will exceed its estimated cost.  **Each Party agrees to provide at least [insert #] days' notice to the other Party if the actual cost in underpleted in the base with:  **Costs for a specific SOW are specified in such SOW  **Modify current language in the base with:  **Costs for a specific SOW ar

Comments We recommend:	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 Requir			··-	1
Moving "supervision and control"	[RESERVED]	[RESERVED]	Modify:	Modify:
language and "employee"			LICED and Dantisin and	LICEDs and Dantisia and
language to Article relating to			USERs and Participants	USERs and Participants
Personnel Relationships.				Participant and its
Making references to Parties			Representatives are subject to the administrative and technical	Representatives are subject to the administrative and technical
and facility consistent across all			supervision and control of	supervision and control of
four agreements			CONTRACT; and will comply	CONTRACT; and will comply
lour agreements				with all applicable rules of
			CONTRACTOR Contractor and	CONTRACTOR Contractor and
				DOE with regard to admission to
				and use of the User Facility
				Laboratory, including safety,
			operating and health-physics	operating and health-physics
			procedures, environment	procedures, environment
			protection, access to information,	protection, access to information,
			hours of work, and conduct.	hours of work, and conduct.
			As a precondition to using	As a precondition to using
			<u>Laboratory facilities</u> , <del>Participants</del>	Laboratory facilities, Participants
				Participant Representatives shall
			execute any and all documents	execute any and all documents
				required by CONTRACTOR
				Contractor acknowledging and
			agreeing to comply with such	agreeing to comply with such
				applicable rules of
				CONTRACTOR Contractor,
			-	which documents shall be subject
			to Article [#insert number] Conflict of Terms of this	to Article [#insert number] Conflict of Terms of this
			Agreement Participants will not be considered employees of	Agreement. Participants will not be considered employees of
				CONTRACTOR for any purpose.
9. Article [#]: Laboratory Site A	ccess Safety and Health		OCITITION OF OR TOTALLY PURPOSE.	OCITATION OF CITY Purpose.
Harmonizing language between		[RESERVED]	Modify:	Modify:
PUA and NPUA.	<del>-</del>	<u>-</u>		
			As a precondition to using	As a precondition to using
Making references to Parties			CONTRACTOR User Facilities,	CONTRACTOR facilities,

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

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CINADA	W1 0	I OA	NI OA
Tre recentification.			scheduling usage of the <del>User</del>	scheduling usage of the <del>User</del>
				Facilities Laboratory facilities and
				equipment needed for or involved
			under this Agreement.	under this Agreement.
11. Article [#]: Personnel Relati	tionships			
	Modify language currently in	Add:	Extract out of PUA Art. XI	Extract out of NPUA Article XI
Relationships" language for all	CRADA Article XXIII		Personnel Relationships and	Personnel Relationships and
four agreements	Assignment of Personnel and		Art. VII Indemnity and Liability	Article VII Indemnity and
	place in new Personnel		and put in a new Article	Liability and put in a new
	Relationship Article as follows:		modified as follows:	Article modified as follows:
	Fook Portula movi agaign	Foob Portula Benracentatives will	Participanta Fach Partula	Participanta Fach Partyla
	Each Party's may assign personnel to the other Party's	Each Party's Representatives will remain employees or	Representatives will remain	Participants Each Party's Representatives will remain
	facility as part of this CRADA to	representatives of that Party at all		employees or representatives of
	participate in or observe the			the USER-that Party at all times
	research to be performed under	the work under this Agreement,	during their participation in the	during their participation in the
	this CRADA. Such personnel	and shall not be considered	work under this Agreement, and	work under this Agreement, and
	assigned by the assigning Party	employees of the other Party or	shall not be considered	shall not be considered
	Representatives will remain	DOE for any purpose.	employees of CONTRACTOR	employees of CONTRACTOR
	employees or representatives of	<del></del>	the other Party or DOE for any	the other Party or DOE for any
	that Party at all times during their	Participant Representatives shall	purpose.	purpose.
	participation in the work under	be subject to the administrative		
	this Agreement, and shall not	and technical supervision and	Participants Representatives	Participants Representatives
	during the period of such	control of Contractor during and	shall be subject to the	shall be subject to the
	assignments be considered	in connection with the Participant		administrative and technical
	employees of the receiving Party	Representatives activities under	supervision and control of	supervision and control of
	the other Party or DOE for any	this Agreement.	CONTRACTOR Contractor	CONTRACTOR Contractor
	purpose.			during and in connection with the
	The receiving Party shall have	Each Party shall be responsible	Participant's Representatives activities under this Agreement.	Participant's Representatives activities under this Agreement.
	the right to exercise routine	for the acts or omissions of its	activities under this Agreement.	activities under this Agreement.
	Participant Representatives shall	Representatives.	USER Each Party shall be	USER Each Party shall be
	be subject to the administrative	Ttoprocontativos.	responsible for the acts or	responsible for the acts or
	and technical <del>supervisory</del>		omissions of <del>Participants</del> its	omissions of <del>Participants its</del>
	supervision and control of such		Representatives.	Representatives.
	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.			

Comments We recommend:	CRADA	WFO	PUA	NPUA
	Each Party shall be responsible for the acts or omissions of its Representatives.			
12. Article [#]: Third-Party Cor				
Propagating harmonized references to Parties and facility.	[RESERVED]	[RESERVED]	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	[RESERVED]
13. Article [#]: Property and M. Generally: Moving "Property and	aterials I Materials" details, if applicable, to	o SOW	require the insertion of specific terms and conditions into such contracts.	
a. In the base:	Adding:	Adding:	Modify:	Modify:
	Disposition of Property and Materials for a specific SOW are specified in such SOW.	Disposition of Property and Materials for a specific SOW are specified in such SOW.	"Laboratory facility" 3. Replace "CONTRACTOR" with "Contractor"	<ol> <li>Replace "USER" with         "Participant"</li> <li>Replace "USER Facility" with         "Laboratory facility"</li> <li>Replace "CONTRACTOR"         with "Contractor"</li> <li>Modify the third sentence as         follows:</li> </ol>
			agree in a SOW, all such property furnished by USER Participant or equipment and test apparatus provided by USER Participant will be removed by USER Participant within sixty	Unless the Parties otherwise agree in a SOW, 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 We recommend:	CRADA	WFO	PUA	NPUA
TVO TOCCHIMIONA.			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:	Modify:	Move from WFO Article VI Property to this section of the SOW:	N/A	N/A
	CRADA SOW shall become the property of the Participant or the	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].		
	it.  Such property is identified in Appendix, Statement of work shall be owned as follows: [insert	No Federal funds will be used to purchase property or equipment for this agreement.		
	list].  Personal property shall be disposed of as directed by the owner at the owner's expense.	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		
	All jointly funded property shall be owned by the Government.	property or equipment.		
	Move from CRADA Article XXVI: Records and Accounting			

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

Comments	CRADA	WFO	PUA	NPUA
We recommend:	ORADA	3	l oA	III OA
We recommend:	transfer any product, and to	transfer any product, and to		transfer any product, and to
	practice and have practiced any	practice and have practiced any		practice and have practiced any
	method. All licenses granted to	method. All licenses granted to		method. All licenses granted to
	Contractor and to Participant in	Contractor and to Participant in		Contractor and to Participant in
	this Article will include the right of			this Article will include the right of
		the grantee to grant revocable or		the grantee to grant revocable or
	irrevocable sublicenses to its	irrevocable sublicenses to its		irrevocable sublicenses to its
	Subsidiaries, such sublicenses to			Subsidiaries, such sublicenses to
	include the right of the	include the right of the		include the right of the
	sublicensed Subsidiaries	sublicensed Subsidiaries		sublicensed Subsidiaries
	correspondingly to sublicense	correspondingly to sublicense		correspondingly to sublicense
	other Subsidiaries.	other Subsidiaries.		other Subsidiaries.
c. Add requirement to seek	Add:	Add:	N/A	Add:
written permission from other		- 10-01		- 155
party prior to invoking the	Both parties agree that they will	Both parties agree that they will		Both parties agree that they will
CREATE Act.	not invoke the Cooperative	not invoke the Cooperative		not invoke the Cooperative
	Research and Technology	Research and Technology		Research and Technology
	Enhancement (CREATE) Act of	Enhancement (CREATE) Act of		Enhancement (CREATE) Act of
	2004, 35 U.S.C. Section 103(c),	2004, 35 U.S.C. Section 103(c),		2004, 35 U.S.C. Section 103(c),
	without first seeking prior written	without first seeking prior written		without first seeking prior written
	permission from the other party.	permission from the other party.		permission from the other party.
15. Article [#.B]: Patent Rights	- Contractor's Rights			
a. Providing Contractor with	Add:	Add:	[RESERVED]	Add:
rights to own Contractor				
Inventions, subject to a license	Subject to the provisions herein,	Subject to the provisions herein,		Subject to the provisions herein,
granted to Participant.	including a license granted to the	including a license granted to the		including a license granted to the
	Participant of the scope set forth	Participant of the scope set forth		Participant of the scope set forth
	above, Contractor may elect to	above, Contractor may elect to		above, Contractor may elect to
	obtain the entire right, title and	obtain the entire right, title and		obtain the entire right, title and
	interest in any patent application	interest in any patent application		interest in any patent application
	filed in any country on a	filed in any country on a		filed in any country on a
	Contractor Invention and in any	Contractor Invention and in any		Contractor Invention and in any
	resulting patent secured by	resulting patent secured by		resulting patent secured by
	Contractor.	Contractor.		Contractor.
16. Article [#.C]: Patent Rights		I	I	
	•	Modify:	Modify:	Modify:
between the four agreements on	language:			
Participant Inventions, and add				
		Subject to the provisions of	With respect to any USER	Subject to the provisions herein,
rights to own Participant's	including a license granted to the			including a license granted to the
		Subject Invention reported and	inventions of any Participants,	Contractor of the scope set forth
granted to Contractor.		elected in accordance with	reported and elected in	above, USER Participant may
		paragraph 4 of this article herein,	accordance with paragraph (C) of	
	interest in any patent application	including a license granted to the	this clause Subject to the	title <u>and interest</u> to any USER

Comments	CRADA	WFO	PUA	NPUA
We recommend:	ONADA	W 0	104	IN OA
vvo rocomment.	filed in any country on a	Contractor of the scope set forth	provisions herein, <del>USER</del>	Invention in any patent
	Participant Invention and in any	above, the Sponsor Participant	Participant may elect to obtain	application filed in any country on
	resulting patent secured by	may elect to obtain the entire	the entire right, title and interest	a Participant Invention and in any
	Participant.	right, title, and interest throughout		resulting patent secured by
	<u>- a.n.o.pa.m.</u>		any country on a Subject	USER within one year of
			Invention and in any resulting	reporting the subject invention to
		application filed in any country on		DOE-Participant.
			Participant.	
		and in any resulting patent		
		secured by the <del>Sponsor</del>		
		Participant.	The Participant shall file a US	
			patent application within a	
	The Participant shall file a US	The Participant shall file a US	reasonable period of time.	The USER Participant shall file a
	patent application within a	patent application within a	·	US patent application within a
	reasonable period of time.	reasonable period of time.	Where appropriate, the filing of	reasonable period of time.
			patent applications by USER	
	Where appropriate, the filing of		Participant is subject to DOE	Where appropriate, the filing of
	patent applications by Participant		security regulations and	patent applications by USER
	is subject to DOE security		requirements.	Participant is subject to DOE
	regulations and requirements.	DOE and other Government		security regulations and
		security regulations and		requirements.
		requirements.		
b. Adding Authorization and	Add:	Add:	Add:	Add:
Consents, Alternate I clause	The Government authorizes and	The Government authorizes and	The Government authorizes and	The Government authorizes and
provided for in 48 CFR 52.227-	consents to all use and	consents to all use and	consents to all use and	consents to all use and
1.	manufacture of any invention	manufacture of any invention	manufacture of any invention	manufacture of any invention
	described in and covered by a	described in and covered by a	described in and covered by a	described in and covered by a
	United States patent in the	United States patent in the	United States patent in the	United States patent in the
	performance of this contract or	performance of this contract or	performance of this contract or	performance of this contract or
47 Auticle (# DI: Detent Bighte	any subcontract at any tier.	any subcontract at any tier.	any subcontract at any tier.	any subcontract at any tier.
17. Article [#.D]: Patent Rights	- Joint Invention Rights Adopt modified NPUA	A 4 4 .	IDECEDVEDI	BA a differen
a. Harmonizing language between on Joint Inventions	l •	Add:	[RESERVED]	Modify:
between on Joint Inventions	language:	Any Joint Invention shall be		For Subject Inventions conceived
	Each Party shall have the option	owned exclusively by Participant,		or first actually reduced to
	to elect and retain title to its	subject to a license granted to		practice under this Agreement
	undivided rights in Joint	the Contractor of the scope set		that are joint Subject Inventions
	Inventions.	forth above.		made by CONTRACTOR and
	<u></u>	TOTAL ADOVO.		USER, each Each Party shall
	Any Joint Invention will be jointly	The Contractor assigns all right,		have the option to elect and
	owned, and title to all patents	title and interest in such Joint		retain title to its undivided rights
	issued on it will be joint, all	Inventions to Participant, its		in such joint Subject Joint
	• • •	successors and assigns, together	-	Inventions.
	to preparation, prosecution and	with the right to seek protection	<del>-</del>	
L	p p and and			

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CRADA	WFO	PUA	NFOA
we recommend.	maintenance) will be jointly	by obtaining patent rights.		Any Joint Invention will be jointly
	shared (except as provided	by obtaining patent rights.		owned, and title to all patents
		Participant will remain the		
		Participant will remain the		issued on it will be joint, all
	the right to license and assign its	exclusive owner of such Joint		expenses (including those related
	ownership interest in the joint	Inventions whether or not		to preparation, prosecution and
	patent to third parties without	Participant seeks patent		maintenance) will be jointly
	need for consent from or	protection.		shared (except as provided
	accounting to the other party.			below), and each party will have
		The Contractor and Contractor's		the right to license and assign its
	Where one party elects not to	Representative will give		ownership interest in the joint
	share equally in the expenses for			patent to third parties without
	a Joint Invention, the other party	assistance in connection with the		need for consent from or
	will have the right to seek or	preparation and prosecution of		accounting to the other party.
	maintain such protection for such	any patent application for any		
	Joint Invention at its own	Joint Invention, and will cause to		Where one party elects not to
	expense and will have full control	be executed all assignments and		share equally in the expenses for
	over its preparation, prosecution	other instruments and documents		a Joint Invention, the other party
	and maintenance, even though	as Participant may consider		will have the right to seek or
	title to any issuing patent will be	necessary or appropriate to carry		maintain such protection for such
	joint.	out the intent of this Article.		Joint Invention at its own
				expense and will have full control
	Each party agrees to give the			over its preparation, prosecution
	other party reasonable			and maintenance, even though
	assistance in obtaining patent			title to any issuing patent will be
	protection and in preparing and			joint.
	prosecuting any patent			<u> </u>
	application filed by the other			Each party agrees to give the
	party in connection with Joint			other party reasonable
	Inventions, and will cause to be			assistance in obtaining patent
	executed all appropriate			protection and in preparing and
	assignments and other			prosecuting any patent
	instruments and documents.			application filed by the other
	motiamento ana accumento.			party in connection with Joint
				Inventions, and will cause to be
				executed all appropriate
				assignments and other
40 Autista III El Datará Di Li	Construction and Similar			instruments and documents.
18. Article [#.E]: Patent Rights		ha - 1°C -	IDEOEDVED!	BA - JPC -
	Adopt modified harmonized	Modify:	[RESERVED]	Modify:
and NPUA to the extent	language:	L		
appropriate on allocation of		The Sponsor Participant agrees		USER Participant agrees to
rights.	The Parties acknowledge that	to <u>timely</u> assign to <del>either the</del>		timely assign to the Government,
	DOE may obtain title to each	Contractor or the Government, as		if requested, the entire right, title,
	Subject Invention reported under	if requested by the Contractor,		and interest in any country to

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
		the entire right, title, and interest		each USER Participant Invention
	application or applications are not			where USER Participant:
		Invention of the Sponsor		
		Participant Invention and to each		(a1) Ddoes not elect to retain
	issued Patents are not	Subject Invention of the		such rights; or (b2) Ffails to
		Contractor Contractor Invention		timely have a patent application
	CRADA.	where the Sponsor Participant:		filed in that country on the <del>USER</del> Participant Invention or decides
	Participant agrees to timely	(1) does not elect pursuant to this		not to continue prosecution or not
		article to retain such rights; or (2)		to pay the maintenance fees
		elects to obtain title to a Subject		covering the Participant
		Invention-pursuant to paragraph		invention; or (e3) Aat any time,
	each Participant Invention where			no longer desires to retain title.
		application filed in that country on		no longer deemed to retain title.
		the Subject Invention or decides		
		not to continue prosecution or not		
	rights; or (2) fails to timely have a			
		covering the Subject Invention;		
		or (3) at any time, no longer		
		desires to retain title.		
	continue prosecution or not to	desires to retain title.		
	pay the maintenance fees			
	covering the Participant			
	Invention; or (3) at any time, no			
h. Olavit izaz lazaz za az	longer desires to retain title.	B4 = 416 ···	NI/A	BA a differen
b. Clarifying language on	N/A	Modify:	N/A	Modify:
providing a copy of patent				
application		Upon written request, The		Upon written request, USER
		Sponsor Participant shall provide		Participant shall provide the
		the Government a copy of any		Government a copy of any patent
		patent-application filed on a		application filed on a Participant
		Subject Invention by Participant		Invention by USER Participant
		within 6 months promptly after		promptly after such written
		such written request is received		request is received and after
		and after such application is filed,		such application is filed, including
		including its serial number and		its serial number and filing date.
		filing date.		
c. Harmonizing language on Government license	Modify:	Modify:	N/A	Modify:
	The Parties acknowledge that	With respect to any Subject		USER Participant hereby grants
	hereby grants to the Government			to the Government a
		Participant obtains title, the		nonexclusive, nontransferable,
	nontransferable,	Sponsor Participant hereby		irrevocable, paid-up license to
		grants to the Government a		practice or have practiced for by

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
		nonexclusive, nontransferable,		or on behalf of the United States
		irrevocable, paid-up license to		Government the USER
		practice or have practiced by or		Participant Invention made under
	- · · <b>/</b> · · · · · · · · · · · · · · · · · · ·	on behalf of the <del>United States</del>		said project throughout the world.
	CRADA throughout the world.	Government the Subject		
		Invention throughout the world.		
	Upon request, Tthe Parties agree			
	to execute a Confirmatory			
	License to affirm the			
	Government's retained license.			
d. Harmonizing language to be included in patent application	Modify:	Modify:	N/A	Modify:
specification:	The Parties Participant agrees to	The Sponsor Participant agrees		USER Participant agrees to
		to include, within the specification		include, within the specification of
		of any U.S. patent applications		any U.S. patent applications and
		and any patent issuing thereon		any patent issuing thereon
	Ppatent issuing thereon	covering a Subject Participant		covering a <del>USER</del> <u>Participant</u>
		Invention, the following		Invention, the following
		statement:		statement:
	Invention, the following			
	statement:			
	"The Government has rights in	"The Government has rights in		"The Government has rights in
	Tthis invention was made under a	this invention pursuant to		this invention pursuant to a
	CRADA (identify CRADA	Agreement [insert #] between		USER Agreement [insert #]
		[insert Participant legal name]		between [insert Participant legal
	[insert #] between <del>(name the</del>	and [insert Contractor legal		name] and [insert Contractor
	Participant) [insert Participant	name], which manages and		legal name], which manages and
	legal name] and [insert	operates [insert Laboratory		operates [insert Laboratory
	Contractor legal name], which	name] for the US Department of		name] for the US Department of
	manages and operates (name	Energy."		Energy."
	the laboratory) operated for the			
	United States US Department of			
	Energy. The Government has			
	certain rights in this invention."			
e. Harmonizing language on	Move from Article XX: Reports	N/A	N/A	Modify:
utilization	on Intellectual Property Use			
	and add to this Article			Upon written request, USER
	modified as follows:			Participant agrees to submit
	Haran witten near 11 The			periodic reports to DOE no more
	Upon written request, The			frequently than annually on the
	Participant agrees to submit, for a			utilization of <del>USER Participant</del>
	period of years from the date of termination or completion			Inventions or on efforts to obtain
	pate of termination of completion			such utilization that are being

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	of this CRADA and upon request			made by USER Participant or its
	of DOE, a nonproprietary periodic			licensees or assignees.
	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.			
19. Article [#.F]: Patent Rights	- March-in Rights and US Prefer	rence Requirements		
	uses as they now exist for the CRA		reements, coupled with Governme	ent March-In Rights, provides the
	with assurance that there will be s			J 11,7 P
a. Harmonizing March-in Rightts			[RÉSERVED]	Modify:
language between CRADA,		XIV(3)(B)(6) with the following:		
WFO, and NPUA.	The Parties acknowledge that	(-)(-)(-)		USER The Parties acknowledges
,	DOE has certain mMarch-in	The Parties acknowledge that		that the DOE has certain March-
	<u>Rights</u> to any Subject Inventions			in Rights to any USER Subject
	in accordance with 48 CFR	to any Subject Inventions in		Inventions elected by the
	27.304-1(g) and 15 U.S.C.	accordance with 48 CFR 27.304-		Participant in accordance with 48
	3710a(b)(1)(B) and (C).	1(g) and 15 U.S.C.		C.F.R. 27.304-1(g) and 15 U.S.C
		3710a(b)(1)(B) and (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	Delete CRADA Article XXII U.S.	Modify language from Article	N/A	USER Participant acknowledges
current application of US	Competitiveness.	XIV(3)(B)(5) as follows:		that the DOE has certain March-
Preference requirements to	_			in Rights to any USER Subject
assure substantial benefit to the	Keep CRADA annotations	Notwithstanding any other		Inventions elected by the
US economy and US	guiding DOE laboratories to	provision of this article, the		Participant in accordance with 48
competitiveness.	give, in their selection of	Sponsor Participant agrees that		C.F.R. 27.304-1(g) and that the
	CRADA partners, preference to	neither it nor any assignee will		USER Participant is subject to
	business units located in the	grant to any person the exclusive		the requirements with respect to
	United States which agree to	right to use or sell any Subject		preference for U.S. industry
	substantially manufacture	Invention in the United States		pursuant to 35 U.S.C. § 204 to
	resulting technologies in the	unless such person agrees that		any USER Participant Inventions
	United States.	any products embodying the		elected by the USER Participant
		Subject Invention or produced		
		through the use of the Subject		
		Invention will be manufactured		

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CRADA	WFO	PUA	NPUA
vve recommend.		substantially in the United States.		
		Substantially in the Officed States.		
		However, in individual cases, the		
		requirement for such an		
		agreement may be waived by		
		DOE upon a showing by the		
		Sponsor Participant 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			In a second	
Harmonizing language	[RESERVED]	Modify:	Modify:	Modify:
			LIGER B. VI.	
		In addition to the rights of the	USER Participant agrees to and	USER Participant agrees to and
		Parties with respect to inventions	does hereby grant to the	does hereby grant to the
		or discoveries conceived or first	Government an irrevocable,	Government a nonexcluvie,
		actually reduced to practice in the course of or under this		nontransferable, irrevocable, an irrevocable, nonexclusive paid-up
		Agreement, the Sponsor	and to any inventions or discoveries, regardless of when	license in and to any inventions
		Participant agrees to and does	conceived or actually reduced to	or discoveries, regardless of
		hereby grant to the Government	practice or acquired by <del>USER</del>	when conceived or actually
		an irrevocable, nonexclusive	Participant, which at any time	reduced to practice or acquired
		paid-up license in and to any	through completion of this	by <del>USER</del> <u>Participant</u> , which <u>at</u>
		inventions or discoveries,	Agreement, are owned or	any time through completion of
		•	controlled by <del>USER</del> <u>Participant</u>	this Agreement, are owned or
		first actually reduced to practice	and are incorporated in the User	controlled by Participant and are
		or acquired by the Sponsor	Laboratory Ffacility as a result of	incorporated in the User
		Participant, which at any time	this Agreement to such an extent	Laboratory facility as a result of
		through completion of this	that the User-Laboratory Ffacility	this Agreement to such an extent
		Agreement, are owned or	is not restored to the condition	that the <u>Laboratory</u> facility is not
		controlled by the Sponsor	existing prior to the Agreement	restored to the condition existing
		Participant and are incorporated		prior to the Agreement
		in the <u>Laboratory</u> facility as a	(1) to practice or to have	
		result of this Agreement to such	practiced by or for the	(1) to practice or to have
		an extent that the <u>Laboratory</u>	Government at the user	practiced by or for the
		facility is not restored to the	Laboratory Ffacility, and	Government at the <u>Laboratory</u>
		condition existing prior to the	(2) to transfer such licenses with	facility, and
		Agreement	(2) to transfer such licenses with	

Comments	CRADA	WFO	PUA	NPUA
We recommend:	0101071	0	1 5/1	111 671
We recommend:		<ol> <li>(1) to practice or to have practiced by or for the Government at the Laboratory facility, and</li> <li>(2) to transfer such licenses with the transfer of the that Laboratory facility.</li> <li>The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the</li> </ol>	the transfer of that User Laboratory Ffacility.  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.	(2) to transfer such licenses with the transfer of that Laboratory facility.  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.
		enforceability, validity or scope		
		of, or title to, any rights or patents		
		herein licensed.		
21. Article [#.G]: Patent Rights	- Invention Identification, Discle	osures and Reports		
	Modify:	Modify:	Modify:	Modify:
	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	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,	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.	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.
	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.	Agreement, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Sponsor.	A. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and	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
	These disclosures should be in sufficiently complete technical detail to convey a clear understanding, to the extent known at the time of 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	after the inventor first discloses the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing Party	the Subject Invention in writing to the person(s) responsible for Patent matters of the disclosing Party.
	disclosure, of the nature, purpose, and operation of the Subject Invention. The disclosure		If USER-Participant wishes to elect title to the Subject	If USER Participant wishes to elect title to the Invention, a notice of election should be

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
		<u>Party</u>	Invention, a notice of election to	submitted with the report or
	actual or potential statutory bars;		the Subject Invention should be	within one year of such date of
		The report shall identify the	submitted with the report or	reporting.
		contract and inventor and shall	within one year of such date of	
		be sufficiently complete in	reporting of the Subject	B. The Contractor shall report
		technical detail and appropriately	Invention.	Subject Inventions it makes in
		illustrated by sketch or diagram		accordance with the procedures
		to convey to one skilled in the art		set forth in contract [insert #].
		to which the invention pertains a	Subject Inventions it makes in	
	or potential statutory bar that	clear understanding to the extent		C. Requests for extension of time
		known at the time of disclosure,	set forth in contract [insert #].	for election and reporting under
		of the nature, purpose, operation,		subparagraphs A and B may be
		and the physical, chemical,		
		biological, or electrical	for election and reporting under	good cause shown in writing.
		characteristics of the invention.	subparagraphs A and B may be	
	under 35 U.S.C. 205.	L	granted by Patent Counsel for	
		The report should also include	good cause shown in writing.	
		any election of invention rights		
	election should be submitted with	<del>under this article.</del>		
	the report or within one year of	KB 21 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
		If Participant wishes to elect title		
		to the Invention, a notice of		
		election should be submitted with		
		the report or within one year of		
	accordance with the procedures set forth in contract [insert #].	such date of reporting.		
		When an invention is reported		
	C. Requests for extension of time			
		be presumed to have been made		
		in the manner specified in		
		Section (a)(1) and (2) of 42		
		U.S.C. 5908.		
	good cadde onlown in writing.	3.0.0.0000.		
		B. The Contractor shall report		
		Subject Inventions it makes in		
		accordance with the procedures		
		set forth in contract [insert #]		
		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		

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 Dat	ta Rights	,		
	Modify:	Adopt language from CRADA	Adopt language from CRADA	Adopt language from CRADA
language in all four agreements			modified as follows:	modified as follows:
	The Parties agree that they shall			
	have no obligations of	The Parties agree that they shall	The Parties agree that they shall	The Parties agree that they shall
	nondisclosure or limitations on		have no obligations of	have no obligations of
	their use of, and the Government		nondisclosure or limitations on	nondisclosure or limitations on
	shall have unlimited rights in, all		their use of, and the Government	their use of, and the Government
	Generated Information Technical		shall have unlimited rights in, all	shall have unlimited rights in, all
	Data produced and information	Technical Data produced and	Technical Data produced and	Technical Data produced and
	provided by the Parties under this		information provided by the	information provided by the
	CRADA a SOW, except for			Parties under a SOW, except for
	(a) information which is	(a) information which is	(a) information which is	(a) information which is
	marked as being Copyrighted		marked as being Copyrighted or	marked as being Copyrighted or
	(subject to Article XIII) or as	as Proprietary Information, or	as Proprietary Information, or	as Proprietary Information, or
	Protected CRADA Project			
	Information (subject to Article VIII	(b) information that discloses an	(b) information that discloses an	(b) information that discloses an
	B) or as Proprietary Information	invention which may later be the	invention which may later be the	invention which may later be the
	(subject to Article VII B), or	subject of a U.S. or foreign	subject of a U.S. or foreign	subject of a U.S. or foreign
		Patent application.	Patent application.	Patent application.
	(b) information that discloses an			
	invention which may later be the			
	subject of a U.S. or foreign			
	Patent application.			
23. Article [#.B]: Technical Dat	ta Rights - Deliverables			
Moving to SOW and modifying	Modify:	Modify:	Modify:	Modify:
as indicated:				
			USER Participant agrees to	USER Participant agrees to
	the following deliverables:		furnish to DOE or	furnish to DOE or
			CONTRACTOR Contractor those	CONTRACTOR_Contractor those
	(1) an initial abstract suitable for	information, if any, which is	data, if any, which are	data, if any, which are
	public release at the time the			

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	CRADA an SOW is approved by		(1) essential to the performance	(a) specified to be delivered in
	*	of work by the Contractor	of work by <del>DOE or</del>	Appendices,
		personnel or	CONTRACTOR Contractor	(hd) acceptial to the montenance
	(2) other abstracts (final when	(2) necessary for the health and	personnel or	(b1) essential to the performance of work by CONTRACTOR
	work is complete, and others as substantial changes in scope and	(2) necessary for the health and	(2) necessary for the health and	Contractor personnel or
		performance of the work.	safety of such personnel in the	personner of
	dollars occur),	performance of the work.	performance of the work.	(e2) necessary for the health and
	(3) a final report, upon	The Sponsor Participant agrees	performance of the work.	safety of such personnel in the
		that the Contractor will provide to	Upon completion or termination	performance of the work <u>or</u>
		the Department DOE a	of the project, USER Participant	
		nonproprietary description of the	agrees to deliver to DOE and	(3) specified to be delivered in a
		work performed under this the	CONTRACTOR Contractor a	SOW.
		Agreement.	non-proprietary report describing	
	report of the Participant's in-kind		the work performed under the	Upon completion or termination
	contributions to the project, if		Agreement.	of the project, <del>USER Participant</del>
	applicable;			agrees to deliver to DOE and
	(5) - (1) (1) (1) (1) (1) (1)			CONTRACTOR Contractor a
	(5) other topical/periodic reports,			non-proprietary report describing
	when the nature of research and magnitude of dollars justify; and			the work performed under this the
	magnitude of dollars justily, and			Agreement.
	(6) first produced computer			
	software in source and			
	executable object code format as			
	defined within the Statement of			
	Work a SOW or elsewhere within			
	the CRADA Agreement			
	documentation.			
	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/).			
	(Intp.//www.doe.gov/fd/).			
	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			

Comments	CRADA	WFO	PUA	NPUA
We recommend:	OKADA	******	IOA	NI OA
	of Scientific and Technical			
	Information.			
	C. The Participant agrees to			
	provide the above information to			
	the Contractor to enable full			
	compliance with paragraph B of			
	this article.			
	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			
	CRADAAgreement.			
	Therefore, the Participant shall			
	respond to the Contractor's			
	reasonable requests, during the			
	term of this CRADA Agreement			
	and for a period of years [2 to 5 years would be			
	reasonable] thereafter for			
	pertinent information.			
24. Article [#.Cl: Technical Dat	ta Rights - Copyrightable Materia	als		
			[RESERVED]	Modify:
		y.	[	
	A. The Parties may assert	Participant may assert copyright		USER Participant agrees to, and
		in any of its <del>Generated</del>		does hereby grant to the
	Generated Information first	Information first produced		Government, and to its officers,
	produced Technical Data.	Technical Data, and may also		agents, servants and employees
	1,00,00	require the Contractor, at the		acting within the scope of their
		Participant's expense, to register		duties:
		copyright and assign copyright in		
		any Generated Information first		a. A-a royalty-free, nonexclusive,
		produced Technical Data		irrevocable license to reproduce,
		produced by the Contractor		translate, publish, use, and
		which the Participant wishes to		dispose of and to authorize
		copyright.		others so to do, all copyrightable
	Information first produced	Subject to the other provisions of		material first
	<u>Technical Data</u> will be negotiated by the Parties.]	this article, and to the extent that		produced or composed in the
		copyright is asserted, the		performance of this Agreement by <del>USER Participant, its</del>
	C. For Generated Information first			employees or any individual or
	O. 1 OI <del>Obnerated Information</del> <u>Ilist</u>	Government reserves for itself a		employees of any individual of

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	produced Technical Data, the	royalty-free, worldwide,		concern specifically employed or
	Parties acknowledge that the	irrevocable, non-exclusive		assigned to originate and prepare
	Government has for itself	license for Governmental		such material; and
	and others acting on its behalf, a	purposes to publish, disclose,		
	royalty-free, nontransferable,	distribute, translate, duplicate,		b. A-a license as aforesaid under
	nonexclusive, irrevocable	exhibit, prepare derivative works,		any and all copyrighted or
	worldwide Copyright license to	and perform any such data		copyrightable works not first
	reproduce, prepare derivative	assigned to Participant.		produced or composed by USER
	works, distribute copies to the			Participant in the performance of
	public, and perform publicly and			this Agreement but which are
	display publicly, by or on behalf			incorporated in the material
	of the Government, all			furnished or delivered under the
	Copyrightable works produced in			Agreement, provided that such
	the performance of this CRADA			license shall be only to the extent
	Agreement, subject to the			USER Participant now has, or
	restrictions this CRADA			prior to completion or final
	Agreement places on publication			settlement of the Agreement may
	of Proprietary Information and			acquire, the right to grant such
	Protected CRADA Project			license without becoming liable to
	Information. (DOE has a			pay compensation to others
	responsibility to disseminate			solely because of such grant.
	scientific and technical			,
	information, by 42 U.S.C.			USER Participant agrees that it
	2051(d), 42 U.S.C. 2161(b), and			will not knowingly include any
	42 U.S.C. 2166(b).)			copyrightable material furnished
				or delivered under this
	D. For all Copyrighted computer			Agreement without a license as
	software first produced in the			provided for in [subparagraph I
	performance of this CRADA			(b) hereof], or without the
	Agreement, the Party owning the			consent of the copyright owner,
	Copyright will provide the source			unless it obtains specific written
	code, an expanded abstract as			approval of the Contracting
	described in Appendix, the			Officer for the inclusion of such
	executable object code and the			copyrighted materials.
	minimum support documentation			1,7 0
	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 <del>Generated</del>			
	Information first produced			

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	Technical Data in paragraph C of			
	this article.			
	E. The Contractor and the			
	Participant agree that, with			
	respect to any Copyrighted			
	computer software first produced			
	in the performance of this			
	CRADA Agreement, 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 such 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.			
	Before requiring licensing under			
	this paragraph E, DOE shall			
	furnish the Contractor/Participant			
	written notice of its intentions to			
	require the Contractor/Participant			
	require the contractor/i articipant			

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	to grant the stated license, and			
	the Contractor/Participant shall			
	be allowed 30 days (or such			
	longer period as may be			
	authorized by the <del>cognizant</del>			
	responsible 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.			
	The Controctor/Porticinent of all			
	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."			
	701.00, Appeals.			
	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. <b>a Rights – Proprietary Informati</b>	<u> </u>		
	Modify:		[OPTION: remove Proprietary	[OPTION: remove Proprietary
			I	provisions above if this option
	A. Each Party agrees to not			chosen]
		agree not to disclose properly	_	-
		marked Proprietary	The Participant shall not bring	The Participant shall not bring
	anyone other than the CRADA	Information without written	Proprietary Information into the	Proprietary Information into the
		approval of the <del>Sponsor</del>	Laboratory facility except at	Laboratory facility except at
	without written approval of	Participant, except to	Participant's own risk.	Participant's own risk.
	the providing Party, except to	Government employees		

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

Comments	CRADA	WFO	PUA	NPUA
We recommend:			1 571	5/1
			Agreement.	
	(4) to existing or potential		, and the second	
	licensees, affiliates, customers,		The Government shall have	
	or suppliers of the Parties in		Unlimited Rights in any Technical	
	support of commercialization of		Data (including Proprietary	
	the technology with the same		Information) which are not	
	protection in place. Disclosure of		removed from the Laboratory	
	the Participant's Protected		facility by or before termination of	
	CRADA Project Information		the Agreement.	
	under this subparagraph shall			
	only be done with the		The Government shall have	
	Participant's consent; or		<u>u</u> Unlimited <u>r</u> Rights in any	
			Technical Data (including	
	(5) as mutually agreed by the		Proprietary Information) which	
	Parties in advance.		are incorporated into the USER	
			<u>Laboratory</u> <u>fF</u> acility under the	
			Agreement to such extent that	
			the USER Laboratory fFacility or	
			equipment is not restored to the	
			condition existing prior to such	
OO Audiala EUI Taa dagaa ula			incorporation.	
26. Article [#]: Trademarks	December 16 and 15 and 15	IDEOEDVED!	IDEOEDVEDI	IDEOEDVED!
		[RESERVED]	[RESERVED]	[RESERVED]
	Otherwise, Modify:			
	1. Replace "this CRADA" with "a			
	SOW".			
27. Article [#]: Mask Works	0000			
	Reserve if applicable.	[RESERVED]	[RESERVED]	[RESERVED]
	Otherwise, Modify:	•		•
	1. Replace "this agreement" with			
	"a SOW".			
28. Article [#]: Cost of Intellect	· · ·			
a. Harmonizing to the extent	Modify:	[RESERVED]	[RESERVED]	Add:
applicable.				
	Each Party shall be responsible			Each Party shall be responsible
	for payment of all costs relating to			for payment of all costs relating to
	Copyright, Trademark, and			Copyright[, Trademark, and
	Mask Work filing; U.S. and			Mask Work ]filing; U.S. and
	foreign Patent application filing			foreign Patent application filing
	and prosecution; and all costs			and prosecution; and all costs
	relating to maintenance fees for			relating to maintenance fees for
	U.S. and foreign Patents			U.S. and foreign Patents

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	hereunder which are solely			hereunder which are solely
	owned by that Party. <u>Unless</u>			owned by that Party. Unless
	otherwise agreed to by the			otherwise agreed to by the
	Parties, costs for the protection of			Parties, costs for the protection of
	jointly owned intellectual property			jointly owned intellectual property
	shall be equally shared by the			shall be equally shared by the
	Parties.			Parties.
	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.			
29. Article [#]: Publications				
	s" language for CRADA, WFO and	NPUA.		
<ul> <li>a. Harmonizing the language</li> </ul>		Modify:	[RESERVED]	Modify Article XIII(A):
currently used in CRADA, WFO	follows:			Publications as follows:
and NPUA.		Unless otherwise agreed by the		
		Parties in a SOW,		Unless otherwise agreed by the
	Parties in a SOW,			Parties in a SOW,
		A. The publishing Party shall		
		provide the other Party aday		A. USER and CONTRACTOR
	,	period in which to review and		The Parties will provide each
		comment on proposed		other copies of articles of any
		<del>publications that either disclose</del>		publication of information
	beyond days will provide each			generated Technical Data first
		research findings generating in		produced pursuant to this
	publication of Technical Data first			Agreement a SOW for review
	produced pursuant to a SOW for			and comment [insert #] days prior
		(as defined in paragraph 1.B of		to publication.
		Article XV). The Parties will		
		provide each other copies of		
	B. The non-publishing Party may			B. The non-publishing Party may
	request a reasonable delay in	Technical Data first produced		request a reasonable delay in
		pursuant to a SOW for review		publication if the proposed
		and comment [insert #] days prior		publication relates to its Subject
		to publication.		Inventions or its Proprietary
	Information.	D. The control of the		Information.
		B. The non-publishing Party may		
	C. The publishing Party shall not			C. The publishing Party shall not
	publish or otherwise disclose	publication if the proposed		publish or otherwise disclose

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CRADA	WFO	PUA	NPUA
vo recommend.	such Subject Inventions or	publication relates to its Subject		such Subject Inventions or
	Proprietary Information, except	Inventions or its Proprietary		Proprietary Information, except
	as provided by law.	Information.		as provided by law.
	as provided by law.	miorination.		as provided by law.
	Disputes if any shall be resolved	C. The publishing Party shall not		Disputes, if any, shall be resolved
	in accordance with Article [#],	publish or otherwise disclose		in accordance with Article [#],
	Disputes.	such Subject Inventions or		Disputes.
	<u> </u>	Proprietary Information identified		<u> </u>
		by the other Party, except as		
		provided by law.		
		provided by law.		
		Disputes, if any, shall be resolved		
		in accordance with Article [#],		
		Disputes.		
b. Allowing for an "opt out" by	Add SOW Option:	Add SOW Option:	N/A	Add SOW Option:
the Parties in the SOW if				
circumstances warrant.	The Parties agree that no pre-	The Parties agree that no pre-		The Parties agree that no pre-
	publication review is required for	publication review is required for		publication review is required for
If the Parties agree in advance	this particular SOW and that	this particular SOW and that		this particular SOW and that
there will be no Subject	Article [#], Publications, shall not	Article [#], Publications, shall not		Article [#], Publications, shall not
Inventions or Proprietary	apply for purposes of this SOW.	apply for purposes of this SOW.		apply for purposes of this SOW.
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.				
30. Article [#]: Use of Names a				
	of Names and Legal Notice" langu		1	
	Move Article XII(B) and modify	Add:	Add:	Move from Article XIII(B) and
relating to obtaining prior written	as tollows:			modify as follows:
approval for use of name.	A E control on the Health of the	A E control on the Health of	A F control on the little in	A F contra non-librate in
	A. Except as provided below in	A. Except as provided below in	A. Except as provided below in	A. Except as provided below in
	Article [#], Use of Names and	Article [#], Use of Names and	Article [#], Use of Names and	Article [#], Use of Names and
	Legal Notice,	Legal Notice, B., the Parties	Legal Notice, B., the Parties	Legal Notice, B., USER the
	B. The the Parties agree that	agree that neither will use the	agree that neither will use the	Parties agree that neither will not
	neither will use the name of the	name of the other Party or the	name of the other Party or the Government or their employees	use the name of CONTRACTOR
	other Party or the Government or its their employees in any	in any promotional activity, such	in any promotional activity, such	the other Party or the United Statements Government or their
	promotional activity, such as	as advertisements, with	as advertisements, with	employees in any promotional
	advertisements, with reference to		reference to this Agreement,	activity, such as advertisements,
	any product or services resulting	without prior written approval of	without prior written approval of	with reference to <del>any product or</del>
	from this CRADA this Agreement		the other Party or the	service resulting from this
L	monn uno orandata	and denot I dity of Government,	and during a drive	oor vide resulting <del>nom</del> tins

Comments We recommend:	CRADA	WFO	PUA	NPUA
vve regeriment.	without prior written approval of the other Party or Government, respectively.	respectively.	Government, respectively.	Agreement, without prior written approval of the <u>other Party or</u> Government <del>and</del> CONTRACTOR, respectively.
b. Adopting the "DISCLAIMER NOTICE" language across all	Add:	Modify:	Add:	Modify:
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		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	B. The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by Participant:  DISCLAIMER NOTICE	B. The following legal notice shall be affixed to each report or publication resulting from this Agreement which may be distributed by USER Participant:  DISCLAIMER NOTICE
requirements for Laboratories and/or agreements.	[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],	DISCLAIMER NOTICE  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],	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 #].  Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person	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 #].  Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person
	acting on their behalf:  (a) make any warranty or representation, express or implied, with respect to the information contained in this document; or  (b) assume any liabilities with respect to the use of, or damages	#].  Neither [insert Contractor legal name], DOE, the U.S. Government, nor any person acting on their behalf:  (a) make any warranty or representation, express or	acting on their behalf:  (a) make any warranty or representation, express or implied, with respect to the information contained in this document; or  (b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.	acting on their behalf:  (a) make any warranty or representation, express or implied, with respect to the information contained in this document; or  (b) assume any liabilities with respect to the use of, or damages resulting from the use of any information contained in the document.

Comments We recommend:	CRADA	WFO	PUA	NPUA
		document.		
31. Article [#]: Export Control		<del></del>		-
	ort Control" language for all four ag	reements.		
	Modify:	Modify:	Replace with harmonized	Replace with harmonized
Party and DOE for its own			language:	language:
export control compliance and		Each Party and DOE is		
or providing information needed		responsible for its own	USER acknowledges that the	USER acknowledges that the
o export or import goods or		compliance with laws and	export of goods or Technical	export of goods or Technical
echnical Data subject to the	this CRADA may be subject to	regulations governing export	Data may require some form of	Data may require some form o
applicable Agreement.	export control laws and that	control, and agrees, upon written	export control license from the	export control license from the
	e <u>E</u> ach party <u>and DOE</u> is	request, to provide reasonable	U.S. Government and that failure	
	responsible for its own	information needed to export or	to obtain such export control	to obtain such export control
	compliance with such laws and	import goods or Technical Data	license may result in criminal	license may result in criminal
	regulations governing export	subject to this Agreement,	liability under the laws of the	liability under the laws of the
	control, and agrees, upon written		United States. Each Party and	United States. Each Party and
		applicable Export Control	DOE is responsible for its own	DOE is responsible for its own
		Classification Number (ECCN).	compliance with laws and	compliance with laws and
	import goods or Technical Data		regulations governing export	regulations governing export
	subject to this Agreement,		control, and agrees, upon written	
	including but not limited to, the		request, to provide reasonable	request, to provide reasonable
	applicable Export Control		information needed to export or	information needed to export o
	Classification Number (ECCN).		import goods or Technical Data	import goods or Technical Data
			subject to this Agreement,	subject to this Agreement,
			including but not limited to, the	including but not limited to, the
			applicable Export Control	applicable Export Control
			Classification Number (ECCN).	Classification Number (ECCN)
32. Article [#]: Disclaimers				
	"Disclaimer" language for all four			
	Modify:	Modify:	Modify:	Modify:
mutual warranty disclaimer				
		NEITHER THE GOVERNMENT	NEITHER THE GOVERNMENT	NEITHER THE GOVERNMEN
furnished Items is common		AND THE, CONTRACTOR,	AND, CONTRACTOR, NOR	AND, CONTRACTOR, NOR
ractice and desirable from		NOR PARTICIPANT MAKE NO	PARTICIPANT MAKE NO	PARTICIPANT MAKE NO
OOE, Contractor and Participant		EXPRESS OR IMPLIED	EXPRESS OR IMPLIED	EXPRESS OR IMPLIED
erspectives.	EXPRESS OR IMPLIED	WARRANTY AS TO THE	WARRANTY AS TO THE	WARRANTY AS TO THE
		CONDITIONS OF THE	CONDITIONS OF THE USER	CONDITIONS OF THE USER
		RESEARCH OR ANY GOODS,	FACILITY FURNISHED	FACILITY FURNISHED
	RESEARCH OR ANY GOODS,	SERVICES, MATERIALS,	HEREUNDER. IN ADDITION,	HEREUNDER. IN ADDITION,
	SERVICES, MATERIALS,	PRODUCTS, PROCESSES,	THE GOVERNMENT,	THE GOVERNMENT,
		INFORMATION, DATA, OR	CONTRACTOR AND USER	CONTRACTOR AND USER
		INTELLECTUAL PROPERTY,	MAKE NO EXPRESS OR	MAKE NO EXPRESS OR
	,	GENERATED INFORMATION,	IMPLIED WARRANTY AS TO	IMPLIED WARRANTY AS TO
	CENEDATED INICODMATION	OD DDODLICT MADE OD	THE DECEMBER OF ANY	THE DECEMBER OF ANY

OR PRODUCT MADE OR

<del>DEVELOPED</del> CREATED

THE RESEARCH OR ANY

GOODS, SERVICES,

GENERATED INFORMATION,

OR PRODUCT MADE OR

THE RESEARCH OR ANY

GOODS, SERVICES,

Comments	CRADA	WFO	PUA	NPUA
We recommend:	OKADA			IN OA
	<del>DEVELOPED</del> CREATED	UNDER THIS WORK FOR	MATERIALS, PRODUCTS,	MATERIALS, PRODUCTS,
	UNDER THIS CRADA	OTHERS AGREEMENT	PROCESSES, INFORMATION,	PROCESSES, INFORMATION,
	AGREEMENT (RESULTS), OR	(RESULTS), OR THE	DATA, OR INTELLECTUAL	DATA, OR INTELLECTUAL
	THE OWNERSHIP,	OWNERSHIP,	PROPERTY <del>, GENERATED</del>	PROPERTY <del>, GENERATED</del>
	MERCHANTABILITY, OR	MERCHANTABILITY, OR	INFORMATION, OR PRODUCT	INFORMATION, OR PRODUCT
	FITNESS FOR A PARTICULAR	FITNESS FOR A PARTICULAR	MADE OR DEVELOPED	MADE OR DEVELOPED
	PURPOSE OF THE RESEARCH	PURPOSE OF THE RESEARCH	CREATED UNDER THIS	CREATED UNDER THIS
	OR RESULTING PRODUCT.	OR RESULTING PRODUCT	AGREEMENT (RESULTS), OR	AGREEMENT (RESULTS), OR
	SUCH RESULTS;	SUCH RESULTS;	THE OWNERSHIP,	THE OWNERSHIP,
		THAT THE GOODS, SERVICES,		MERCHANTABILITY, OR
	MATERIALS, PRODUCTS,	MATERIALS, PRODUCTS,	<u> </u>	FITNESS FOR A PARTICULAR
		,	PURPOSE OF THE RESEARCH	
	DATA OR INTELLECTUAL	OR DATA OR INTELLECTUAL	OR RESULTING PRODUCT	OR RESULTING PRODUCT
		PROPERTY TO BE FURNISHED		SUCH RESULTS;
	HEREUNDER (FURNISHED	HEREUNDER (FURNISHED		THAT THE GOODS, SERVICES,
	ITEMS) WILL ACCOMPLISH	ITEMS) WILL ACCOMPLISH	MATERIALS, PRODUCTS,	MATERIALS, PRODUCTS,
	INTENDED RESULTS OR ARE		1	PROCESSES, INFORMATION,
	SAFE FOR ANY PURPOSE	SAFE FOR ANY PURPOSE	OR-DATA OR INTELLECTUAL	OR DATA OR INTELLECTUAL
	INCLUDING THE INTENDED	INCLUDING THE INTENDED	PROPERTY TO BE FURNISHED	
	PURPOSE; OR THAT ANY OF	PURPOSE; OR THAT ANY OF	HEREUNDER (FURNISHED	HEREUNDER (FURNISHED
	THE ABOVE WILL NOT	THE ABOVE WILL NOT	ITEMS) WILL ACCOMPLISH	ITEMS) WILL ACCOMPLISH
	INTERFERE WITH PRIVATELY			INTENDED RESULTS OR ARE
	OWNED RIGHTS OF OTHERS.	OWNED RIGHTS OF OTHERS.	SAFE FOR ANY PURPOSE	SAFE FOR ANY PURPOSE
			INCLUDING THE INTENDED	INCLUDING THE INTENDED
				PURPOSE; OR THAT ANY OF
			THE ABOVE WILL NOT INTERFERE WITH PRIVATELY	THE ABOVE WILL NOT INTERFERE WITH PRIVATELY
				OWNED RIGHTS OF OTHERS.
b. We respectfully suggest that	Modify:	Modify:	Modify:	Modify:
a "consequential and incidental"	Modify.	iwiddiry.	woully.	wiodity.
damages disclaimer with	NEITHER THE GOVERNMENT,	NEITHED THE COVEDNMENT	NEITHER THE GOVERNMENT,	NEITHER THE GOVERNMENT,
respect to both Results and	THE PARTICIPANT, NOR THE	PARTICIPANT, NOR THE,	PARTICIPANT, NOR	PARTICIPANT, NOR
Furnished Items is common	CONTRACTOR SHALL BE	CONTRACTOR SHALL BE	CONTRACTOR, AND/OR USER	
practice and desirable from	LIABLE FOR SPECIAL,	LIABLE FOR SPECIAL,	SHALL NOT BE LIABLE FOR	SHALL NOT BE LIABLE FOR
DOE, Contractor and Participant	,	CONSEQUENTIAL, OR	SPECIAL, CONSEQUENTIAL,	SPECIAL, CONSEQUENTIAL,
	INCIDENTAL DAMAGES		OR INCIDENTAL DAMAGES	OR INCIDENTAL DAMAGES
	ATTRIBUTED TO SUCH	ATTRIBUTED TO SUCH	ATTRIBUTED TO USER OF	ATTRIBUTED TO USER OF
	RESEARCH OR RESULTING	RESEARCH OR RESULTING	SUCH FACILITIES. RESEARCH	
	PRODUCT, INTELLECTUAL	PRODUCT, INTELLECTUAL	OR RESULTING PRODUCT.	OR RESULTING PRODUCT.
	PROPERTY. GENERATED	PROPERTY, GENERATED		INTELLECTUAL PROPERTY.
	INFORMATION, OR PRODUCT	INFORMATION, OR PRODUCT	,	GENERATED INFORMATION,
	MADE OR DEVELOPED	MADE OR DELIVERED	OR PRODUCT MADE OR	OR PRODUCT MADE OR
	RESULTS OR FURNISHED	RESULTS OR FURNISHED	DELIVERED-SUCH RESULTS	DELIVERED-SUCH RESULTS
	ITEMS UNDER THIS CRADA	ITEMS UNDER THIS WORK	OR FURNISHED ITEMS UNDER	
	IIIO OITORI	III THO THE CITE OF THE COURT	CITT ON THE PROPERTY OF THE PR	ONDER

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

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CNADA	WIO	FOA	NFOA
vve recommend.			the United States Government,	the <del>United States</del> -Government,
			their officers, agents and	their officers, agents and
			employees from any and all	employees from any and all
			liability, claims, damages, costs	liability, claims, damages, costs
			and expenses, including	and expenses, including
			reasonable attorney fees, for	reasonable attorney fees, for
			injury to or death of persons, or	injury to or death of persons, or
			damage to or destruction of	damage to or destruction of
			property, <del>arising out of the</del>	property, to the extent such
			performance of this Agreement or	
			arising out of the use of the	are caused by or contributed to
			services performed, materials	by-the negligence or intentional
			supplied or information given	misconduct of USER Participant
			hereunder by any persons	or its employees or
			including the USER, and not	representatives during and as a
			directly resulting from the fault or	result of the performance of the
			negligence of the Contractor or	work under this Agreement, and
			the United States Government, or	not directly resulting from the
			persons acting on their behalf, to	fault or negligence of the
			-	Government, the Department, the
			damages are caused by or	Contractor, or persons acting on
			contributed by the negligence or	their behalf.
			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.	
25 Article [#]: Potent and Con-	right Indomnity Limited		uien Denan.	
35. Article [#]: Patent and Copy Harmonizing language between	·	Modify	Modify:	Modify:
the WFO, PUA, and NPUA.	[KESEKVED]	Modify:	wicumy.	widdii y.
ine WI O, FOA, and NEOA.		To the extent permitted by US	To the extent permitted by US	To the extent permitted by US
		and US State law, the Sponsor	and US State law, <del>USER</del>	and US State law, <del>USER</del>
		Participant shall fully indemnify	Participant shall fully indemnify	Participant shall fully indemnify
		the Government and the	the Government and	the Government and
		Contractor and their officers,	CONTRACTOR Contractor and	CONTRACTOR Contractor and
		agents, and employees <del>against</del>	their officers, agents, and	their officers, agents, and
		liability, including costs, for	employees for infringement of	employees for infringement of
		infringement of any United States		any United States patent or
		patent, or copyright, or other		copyright arising out of any acts
		paterit, or other	popyright ansing out of any acts	popyright anomy out of any acts

Comments	CDADA	MEO	DUA	NDUA
Comments	CRADA	WFO	PUA	NPUA
We recommend:		intellectual property evision and the	noncina don dina ata don ponta nasa d	no surino di cui dino ete di cui no sufo uso e d
				required or directed or performed
			by <del>USER Participant under the</del>	by <del>USER</del> <u>Participant</u> under the
		performed by the Sponsor	Agreement to the extent such	Agreement to the extent such
		Participant to be performed under		acts are not normally performed
			at the <del>facility</del> <u>Laboratory</u> .	at the facility Laboratory.
		such acts are not <del>already</del>		
		normally performed at the facility		
		<u>Laboratory</u> .		
36. Article [#]: Exclusions				1
Harmonizing as applicable.	Add:	Add:	Modify:	Modify:
	The liability and indemnity	The liability and indemnity	The liability and indemnity	The liability and indemnity
	provisions in [Product Liability]	provisions in [Product Liability,	provisions in <del>paragraphs B, C</del>	provisions in <del>paragraphs B, C</del>
	shall not apply unless Participant	General Indemnity, and Patent		and D above [Product Liability,
	shall have been informed as		General Indemnity, and Patent	General Indemnity, and Patent
	soon as practicable by Contractor	shall not apply unless Participant	and Copyright Indemnity-Limited	and Copyright Indemnity-Limited]
				shall not apply unless <del>USER</del>
	action alleging such liability or	soon as practicable by Contractor		Participant shall have been
	infringement, and such indemnity		informed as soon as practicable	informed as soon as practicable
			by CONTRACTOR Contractor or	by CONTRACTOR Contractor or
	liability or infringement that is	infringement, and such indemnity		the Government of the suit or
	settled without the consent of	shall not apply to a claimed	action alleging such liability or	action alleging such liability or
II I	Participant unless required by a			infringement, and such indemnity
II I	court of competent jurisdiction.		shall not apply to a claimed	shall not apply to a claimed
			liability or infringement that is	liability or infringement that is
			settled without the consent of	settled without the consent of
				USER Participant unless required
			by a court of competent	by a court of competent
			jurisdiction.	jurisdiction.
37. Article [#]: Notice and Assis	stance Regarding Patent and Co		12	<u> </u>
			Delete:	N/A
obligation. Trial rules provide				
sufficient protection to the		The Sponsor shall report to the	a. USER shall report to the	
Government and Contractor.			Government, promptly and in	
Covernment and Contractors			reasonable written detail, each	
		, i ,	notice or claim of patent or	
		has knowledge.	knowledge.	
		The Sponsor shall furnish to the	b. In the event of any claim or	
		Department and the Contractor.	suit against the Government on	
1			account of any alleged patent or	
		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,	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	

Comments We recommend:	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 Identi	ical Services			
Adopting WFO language as modified in all four agreements	The Government and/or	Modify: The Government and/or	Add: The Government and/or	Add: The Government and/or
39. Article [#]: Assignment	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	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	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	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
39. Article [#]: Assignment	[RESERVE]	Modify:	[RESERVE]	[RESERVE]
		Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by		[INLOCK V L]

O a manufactura de la compactica de la c	CDADA	MEO	DILA	NDUA
Comments	CRADA	WFO	PUA	NPUA
We recommend:		the other Death to the		
		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		Adopt language from PUA and	Modify:	Modify:
between the four agreements.	NPUA as modified.	NPUA as modified.		
			<del>.</del>	The <del>p</del> Parties will attempt to jointly
	The Parties will attempt to jointly			resolve all disputes arising under
		resolve all disputes arising under		this aAgreement. If the pParties
		this Agreement. If the Parties are		are unable to jointly resolve a
	unable to jointly resolve a dispute	unable to jointly resolve a dispute	dispute within a reasonable	dispute within a reasonable
	within a reasonable period of	within a reasonable period of	period of time, either pParty may	period of time, either <del>p</del> Party may
	time, either Party may contact the	time, either Party may contact the	contact the <u>lL</u> aboratory's	contact the I <u>L</u> aboratory's
	Laboratory's Technology	<u>Laboratory's Technology</u>	Technology Transfer	Technology Transfer
	Transfer Ombudsman (TTO) to	Transfer Ombudsman (TTO) to	Ombudsman (TTO) to provide	Ombudsman (TTO) to provide
	provide assistance. The TTO	provide assistance. The TTO	assistance. The TTO may work	assistance. The TTO may work
	may work directly to resolve the	may work directly to resolve the	directly to resolve the dispute or,	directly to resolve the dispute or,
	dispute or, upon mutual	dispute or, upon mutual	upon mutual agreement of the	upon mutual agreement of the
	agreement of the Parties, contact	agreement of the Parties, contact	Parties, contact a third party	Parties, contact a third party
	a third party neutral mediator to	a third party neutral mediator to	neutral mediator to assist the	neutral mediator to assist the
	assist the Parties in coming to a	assist the Parties in coming to a	₽Parties in coming to a	pParties in coming to a
	nonbinding resolution. The costs			
	of the mediator's services will be			
	shared equally by the Parties. In	shared equally by the Parties. In	shared equally by the pParties. In	shared equally by the pParties. Ir
	the event that an agreement is			
	not reached with the aid of the		not reached with the aid of the	not reached with the aid of the
	ombudsman or mediator, the			
	Parties may agree to have the			pParties may agree to have the
	dispute addressed by neutral		dispute addressed by neutral	dispute addressed by neutral
	evaluation. The decision	evaluation. The decision	evaluation. The decision	evaluation. The decision
		rendered by the neutral evaluator	rendered by the neutral evaluator	rendered by the neutral evaluator
	shall be nonbinding on the			
	Parties, and any costs incurred		Parties, and any costs incurred	<u>PP</u> arties, and any costs incurred
	there from shall be divided			
	equally between the Parties.	equally between the Parties.	equally between the pParties.	equally between the pParties.

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CRADA	WFO	PUA	NPOA
vvo rocemmena.	Upon mutual agreement, the	Upon mutual agreement, the	Upon mutual agreement, the	Upon mutual agreement, the
	Parties may request a final	Parties may request a final	PParties may request a final	Parties may request a final
		decision by the DOE Contracting		decision by the DOE Contracting
			Officer. Absent resolution, either	Officer. Absent resolution, either
		Party may seek relief in a court of		Party may seek relief in a court
	competent jurisdiction.	competent jurisdiction.	of competent jurisdiction.	of competent jurisdiction.
41. Article [#]: Project Manag		<u> </u>	pri competent juncaiotion.	or competent junctions.
	t manager for each SOW in all four a	areements		
a. In the base:	Move from CRADA Article:		Add:	Add:
	Project Management (A) and	. 1941		
		Each Party shall assign and	Each Party shall assign and	Each Party shall assign and
		identify in writing a project	identify in writing a project	identify in writing a project
	A. Each Party shall assign and	manager prior to the start of a	manager prior to the start of a	manager prior to the start of a
		SOW.	SOW.	SOW.
	manager prior to the start of the			
		Either Party may change its	Either Party may change its	Either Party may change its
		project manager by providing	project manager by providing	project manager by providing
	Either Party may change its	written notification to the other	written notification to the other	written notification to the other
	, , ,	Party.	Party.	Party.
	written notification to the other	<u>. G </u>	<del>- 5</del>	<del></del>
		Each project manager shall be	Each project manager shall be	Each project manager shall be
		responsible for coordinating all	responsible for coordinating all	responsible for coordinating all
	Each project manager shall be	matters relating to a SOW, and	matters relating to a SOW, and	matters relating to a SOW, and
			all other related matters between	all other related matters between
		the Parties.	the Parties.	the Parties.
	any Statement of Work	<u></u>	<u></u>	<u></u>
		All communications between the	All communications between the	All communications between the
		Parties relating to a SOW shall	Parties relating to a SOW shall	Parties relating to a SOW shall
		take place between the project	take place between the project	take place between the project
		managers.	managers.	managers.
	All communications between the			
		The Parties will use reasonable	The Parties will use reasonable	The Parties will use reasonable
		efforts to manage the disclosure	efforts to manage the disclosure	efforts to manage the disclosure
		of Proprietary Information	of Proprietary Information	of Proprietary Information
		through the project managers or	through the project managers or	through the project managers or
	C. The Parties will use	their designees; however, failure	their designees; however, failure	their designees; however, failure
	reasonable efforts to manage the		to do so will not cause any	to do so will not cause any
				marked Proprietary Information to
	Information or Protected CRADA		lose the protection afforded	lose the protection afforded
	Project Information through the	herein.	herein.	herein.
	project managers or their			
	designees; however, failure to do			
	so will not cause any marked			
	Proprietary Information or any			

Comments	CRADA	WFO	PUA	NPUA
We recommend:	CNADA	W1 0	IOA	NI OA
vvo rocomment.	marked Protected <del>CRADA</del>			
	Project Information to lose the			
	protection afforded by Articles VII			
	and VIII herein.			
b. In the SOW		Add:	Add:	Add:
	Project Management (B) and			
	modify as follows:	Project managers for this SOW	Project managers for this SOW	Project managers for this SOW
		are as follows:	are as follows:	are as follows:
	B. Project managers for this	for CONTRACTOR [insert]	for CONTRACTOR [insert]	for CONTRACTOR [insert]
	CRADA SOW are as follows:	for PARTICIPANT [insert]	for PARTICIPANT [insert]	for PARTICIPANT [insert]
	for CONTRACTOR [insert]	. ,	. ,	
	for PARTICIPANT [insert]			
42. Article [#]: Notices Langua	ge			
	Modify:	Add:	Add:	Add:
language in all four agreements				
			Any communications required by	
	this <del>CRADA <u>Agreement</u>, if given</del>	this Agreement, if given by	this Agreement, if given by	this Agreement, if given by
	by postage prepaid first class	postage prepaid first class	postage prepaid first class	postage prepaid first class
	U.S. Mail or other verifiable	U.S. Mail or other verifiable	U.S. Mail or other verifiable	U.S. Mail or other verifiable
	means addressed to the Party to		means addressed to the Party to	means addressed to the Party to
	receive the communication,	receive the communication,	receive the communication,	receive the communication,
	shall be deemed made as of the	shall be deemed made as of the	shall be deemed made as of the	shall be deemed made as of the
	day of receipt of such	day of receipt of such	day of receipt of such	day of receipt of such
		communication by the addressee,		
			or on the date given if by verified	
	facsimile. Address changes shall			facsimile. Address changes shall
	be given in accordance with this	be given in accordance with this	be given in accordance with this	be given in accordance with this
	article and shall be effective	article and shall be effective	article and shall be effective	article and shall be effective
	thereafter. All such	thereafter. All such	thereafter. All such	thereafter. All such
	communications, to be	communications, to be	communications, to be	communications, to be
				considered effective, shall include
	the number of this CRADA	the number of this Agreement.	the number of this Agreement.	the number of this Agreement.
	Agreement.	5		
	D. The addresses talantan	B. The addresses, telephone	B. The addresses, telephone	B. The addresses, telephone
	B. The addresses, telephone	-	numbers, and facsimile numbers	numbers, and facsimile numbers
	numbers, and facsimile numbers	ior the Parties are as follows:	for the Parties are as follows:	for the Parties are as follows:
42 Autiolo [#], Toursingtion	for the Parties are as follows:			
	tion" language for all four agreeme			
a. Harmonizing the termination	Replace with modified PUA	Replace with modified PUA	Modify:	Modify:
language in all four agreements,	language:	language:		
with the exception that in the			Either Party may terminate this	Either Party may terminate this
NPUA, the language relating to	Either Party may terminate this	Either Party may terminate this	Agreement, or a particular SOW,	Agreement, or a particular SOW,
costs and Proprietary	Agreement, or a particular SOW,	Agreement, or a particular SOW,	for any reason at any time by	for any reason at any time by

Comments	CRADA	WFO	PUA	NPUA
	CRADA	W 0	FUA	NFOA
We recommend: Information is inapplicable and should be excluding.	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	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].  Notice will be deemed made as of the day of receipt.  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.	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	giving not less than thirty (30) days prior written notice to the other Party.  Notice will be deemed made as of the day of receipt.  The obligations of any clause of
44. Article [#]: Waiver			<u> </u>	
Adopting waiver language in all four agreements	No change:	Add:	Add:	Add:
_	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.	provisions or of such right or remedy or of the right of the Contractor or the Participant thereafter to enforce each and	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.	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.
45. Article [#]: Force Majeure				
Adopting force majeure language in all four agreements	Modify:	Add:	Add:	Add:
	No failure or omission by the	No failure or omission by the	No failure or omission by the	No failure or omission by the

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	Contractor or the Participant in	Contractor or the Participant in	Contractor or the Participant in	Contractor or the Participant in
			the performance of any obligation	
	under this CRADA Agreement	under this Agreement shall be	under this Agreement shall be	under this Agreement shall be
	shall be deemed a breach of this	deemed a breach of this	deemed a breach of this	deemed a breach of this
	CRADA Agreement or create any	Agreement or create any liability	Agreement or create any liability	Agreement or create any liability
	liability if the same shall arise	if the same shall arise from any	if the same shall arise from any	if the same shall arise from any
	from any cause or causes	cause or causes beyond the	cause or causes beyond the	cause or causes beyond the
	beyond the control of the	control of the Contractor or the	control of the Contractor or the	control of the Contractor or the
	Contractor or the Participant,	Participant, including but not	Participant, including but not	Participant, including but not
	including but not limited to the	limited to the following, which, for	limited to the following, which, for	limited to the following, which, for
	following, which, for the purpose	the purpose of this Agreement,	the purpose of this Agreement,	the purpose of this Agreement,
ı	of this CRADA Agreement, shall	shall be regarded as beyond the	shall be regarded as beyond the	shall be regarded as beyond the
	be regarded as beyond the	control of the Party in question:	control of the Party in question:	control of the Party in question:
	control of the Party in question:	Acts of God, acts or omissions of	Acts of God, acts or omissions of	Acts of God, acts or omissions of
	· ·	any government or agency	any government or agency	any government or agency
	any government or agency	thereof, compliance with	thereof, compliance with	thereof, compliance with
	thereof, compliance with	requirements, rules, regulations,	requirements, rules, regulations,	requirements, rules, regulations,
	requirements, rules, regulations,	or orders of any governmental		or orders of any governmental
				authority or any office,
	authority or any office,	department, agency, or	department, agency, or	department, agency, or
	department, agency, or	instrumentality thereof, fire,	instrumentality thereof, fire,	instrumentality thereof, fire,
	instrumentality thereof, fire,	storm, flood, earthquake,	storm, flood, earthquake,	storm, flood, earthquake,
	storm, flood, earthquake,	accident, acts of the public	accident, acts of the public	accident, acts of the public
	accident, acts of the public	enemy, war, rebellion,	enemy, war, rebellion,	enemy, war, rebellion,
	enemy, war, rebellion,	insurrection, riot, sabotage,	insurrection, riot, sabotage,	insurrection, riot, sabotage,
	insurrection, riot, sabotage,	invasion, quarantine, restriction,	invasion, quarantine, restriction,	invasion, quarantine, restriction,
	invasion, quarantine, restriction,	transportation embargoes, or	transportation embargoes, or	transportation embargoes, or
	transportation embargoes, or	failures or delays in	failures or delays	failures or delays
	failures or delays in	transportation.	lalidies of delays	lalidies of delays
	transportation.			
46. Article [#]: Conflict of Term				
	Move from Article XXIX: Entire	A .d .d .	84 - dif	BA = 4:6
	CRADA and Modifications to	Add:	Modify:	Modify:
0 0		A This Assessment with its	A This Assessment with its	This Assessment sometitutes the
agreements	this Article modified as		A. This Agreement with its	This Agreement constitutes the
	follows:		appendixes, including SOWs,	primary document which governs
	A TI : ODADA A		contains the entire agreement	the work described in the
	A. This CRADA Agreement with		between the Parties with respect	attached Appendices.
	its appendixes, including SOWs,	to the subject matter hereof, and	to the subject matter hereof, and	
	contains the entire agreement	all prior representations or		A. This Agreement with its
		agreements relating hereto have	agreements relating hereto have	appendixes, including SOWs,
	1	been merged into this document	been merged into this document	contains the entire agreement
	all prior representations or	and are thus superseded in	and are thus superseded in	between the Parties with respect
		totality by this Agreement. This		to the subject matter hereof, and
	been merged into this document	Agreement shall not be effective	Agreement shall not be effective	all prior representations or

Comments	CRADA	WFO	PUA	NPUA
We recommend:				
	and are thus superseded in	until approved by DOE.	until approved by DOE.	agreements relating hereto have
	totality by this <del>CRADA</del>			been merged into this document
		B. Any agreement to materially	B. Any agreement to materially	and are thus superseded in
		change any terms or conditions	change any terms or conditions	totality by this Agreement. This
	until approved by DOE.	of this Agreement or the	of this Agreement or the	Agreement shall not be effective
		appendixes shall be valid only if	appendixes shall be valid only if	until approved by DOE.
	B. Any agreement to materially	the change is made in writing,	the change is made in writing,	
			executed by the Parties hereto,	B. Any agreement to materially
		and approved by DOE.	and approved by DOE.	change any terms or conditions
	appendixes shall be valid only if			of this Agreement or the
	the change is made in writing,	C. In the event of a conflict	C. In the event of any conflict	appendixes shall be valid only if
	executed by the Parties hereto,	between the provisions of	between the terms provisions of	the change is made in writing,
	and approved by DOE.	individual SOWs and those of	this document individual SOWs	executed by the Parties hereto,
		this Agreement, this Agreement	and any other document issued	and approved by DOE.
	Move from Article: Order of	shall prevail.	by either Party, the terms of this	
	Precedence to this Article			C. In the event of any conflict
	modified as follows:		Agreement, this Agreement shall	
				this document individual SOWs
	C. In the event of a conflict			and <del>any other document issued</del>
	between the provisions of the			by either Party, the terms of this
	appendixes individual SOWs and			document those of this
	those of this Agreement, this Agreement shall prevail.			Agreement, this Agreement shall prevail.
47. Signatures	rigicement shan prevail.			provan.
a. Harmonizing language	Modify:	Modify:	Modify:	Modify:
between the four agreements	In witness whereof, the Parties	In witness whereof, the Parties	In witness whereof, the Parties	In witness whereof, the Parties
between the roar agreements	hereto have executed this	hereto have executed this	hereto have executed this	hereto have executed this
	Agreement:	Agreement:	Agreement:	Agreement:
	Agreement.	rigicomoni.	rgreement.	rgreement.
	FOR THE CONTRACTOR:	FOR CONTRACTOR:	FOR THE CONTRACTOR:	FOR THE CONTRACTOR:
	BY:	NAME BY:		BY:
	TITLE:	TITLE:	TITLE:	TITLE:
	DATE:	DATE:	DATE:	DATE:
	_			
	FOR THE PARTICIPANT:	FOR SPONSOR PARTICIPANT:	FOR THE USER PARTICIPANT:	FOR THE USER PARTICIPANT:
	BY <u>:</u>	NAME BY:	BY:	BY:
	TITLE <u>:</u>	TITLE:	TITLE:	TITLE:
	DATE <u>:</u>	DATE:	ADDRESS:	ADDRESS:
			TELEPHONE: DATE:	TELEPHONE: DATE:
48. Statement of Work (SOW)				
	Include CRADA Foreign Entity,	[RESERVED]	[RESERVED]	RESERVED]
	Background IP, and Abstract			
	attachments, if applicable.			