

WORK FOR OTHERS AGREEMENT WITH NON-FEDERAL SPONSORS

WORK FOR OTHERS AGREEMENT NO.
BETWEEN

UCHICAGO ARGONNE, LLC
AS OPERATOR OF ARGONNE NATIONAL LABORATORY
OPERATING UNDER PRIME CONTRACT NO. DE-AC02-06CH11357
FOR THE
U. S. DEPARTMENT OF ENERGY

AND

The obligations of the UCHICAGO ARGONNE, LLC, as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.

LIST OF ARTICLES

ARTICLE I - PARTIES TO THE AGREEMENT

ARTICLE II - TERM OF THE AGREEMENT

ARTICLE III - COSTS

ARTICLE IV - FUNDING AND PAYMENT

ARTICLE V - SOURCE OF FUNDS

ARTICLE VI - PROPERTY

ARTICLE VII - PUBLICATION MATTERS

ARTICLE VIII - LEGAL NOTICE

ARTICLE IX - DISCLAIMER

ARTICLE X - GENERAL INDEMNITY

ARTICLE XI - PRODUCT LIABILITY INDEMNITY

ARTICLE XII - INTELLECTUAL PROPERTY INDEMNITY - LIMITED

ARTICLE XIII - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT

ARTICLE XIV - PATENT RIGHTS

ARTICLE XV - RIGHTS IN TECHNICAL DATA – UNLIMITED RIGHTS

ARTICLE XVI - ASSIGNMENT

ARTICLE XVII - SIMILAR OR IDENTICAL SERVICES

ARTICLE XVIII - EXPORT CONTROL

ARTICLE XIX - TERMINATION

ARTICLE XX - APPLICABLE LAW

GENERAL TERMS AND CONDITIONS

ARTICLE I - PARTIES TO THE AGREEMENT

UCHICAGO ARGONNE, LLC as operator of ARGONNE NATIONAL LABORATORY operating under Prime Contract No. DE-AC02-06CH11357 for the U. S. DEPARTMENT OF ENERGY, hereinafter referred to as the "Laboratory," has been requested by, hereinafter referred to as the "Sponsor," to perform the work on a best effort basis as set forth under Work For Other (WFO) Proposal No. _____, attached hereto as Appendix A. It is understood by the Parties that, except for the intellectual property provisions of this Agreement, the Laboratory is obligated to comply with the terms and conditions of its Agreement with the United States Government (hereinafter called the "Government") represented by the United States Department of Energy (hereinafter called the "Department" or "DOE") when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.

ARTICLE II - TERM OF THE AGREEMENT

The Laboratory estimated period of performance for completion of the Statement of Work is _____ months. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties thereto.

ARTICLE III - COSTS

- A. The Laboratory estimated cost for the work to be performed under this Agreement is _____.
B. The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.

ARTICLE IV - FUNDING AND PAYMENT

The Sponsor shall pay the Laboratory the following advance payment and monthly invoice payments:

- A. Advance Payment. The Sponsor shall advance the following amount at the time shown:

Amount Due Date Due

Upon execution of Agreement

Advance payment shall be recorded in the Laboratory's account until the last three (3) months of the Agreement term at which time it shall be liquidated by charging costs incurred during that period to the advance payment account. Advance payment in excess

