One of the objectives of Argonne is to serve as a center where investigators can pursue research and development work related to the broad field of energy. To this end, Argonne is particularly interested in cooperating with qualified faculty members, investigators, and students from universities, research laboratories, and other institutions who will perform research work under Argonne guidance alongside regular employees.

This Agreement, effective as of       (hereinafter “Effective Date”), is between UChicago Argonne, LLC (hereinafter "UChicago"), an Illinois not‑for‑profit corporation, operator of Argonne National Laboratory (hereinafter "Argonne"), under Prime Contract No. DE‑AC02‑06CH11357 with the United States Government, represented by the U.S. Department of Energy (DOE) (hereinafter "Department") and       of       (hereinafter "Guest"). The Guest will access and use the facilities and information of Argonne as an appointee from a small business, nonprofit or educational institution funded under a contractual arrangement with the U.S. Government (Contract No.       with       ).

In consideration of the mutual benefits arising from this Agreement, including those accruing to Argonne as a result of its association with the Guest and to the Guest as a result of his/her access to Argonne facilities and association with its staff, the parties agree as follows:

# 1. General Terms and Conditions

The general terms and conditions governing the Guest’s access to, and use of, the facilities and information of Argonne shall be in accordance with Attachment A.

# 2. Discoveries and Inventions

The intellectual property terms of the U.S. Government contractual arrangement under which the Guest receives funding, referenced above, shall apply with respect to any invention, discovery or improvement made or conceived by the Guest during the period of association with Argonne, as well as with respect to any copyright in any data or computer software first produced by the Guest during the association with Argonne.

# 3. Patents and Publications

The following provisions shall apply:

a. The Guest shall furnish the duly authorized representatives of Argonne and/or the Department with complete information on every invention, discovery, or improvement arising from or related to work of Argonne and made or conceived by the Guest during the period of association with Argonne.

b. The Guest shall waive any claim for a pecuniary award or compensation under the Atomic Energy Acts of 1946 and 1954, as they may be amended from time to time, with respect to such invention, discovery, or improvement.

c. The Guest shall treat proprietary data or other technical, business, or financial data in the form of recorded information which the Guest receives or is given access to pursuant to the association by the Guest with cArgonne, in accordance with any restrictive legend contained thereon, unless other use is specifically authorized in writing by the Department. The obligations with respect to such data shall continue after termination of this association.

# 4. Relationship

It is understood that Argonne shall not be obligated to pay any salary or expenses of the Guest arising from this Agreement, and the parties recognize and expressly agree that the relationship established by this Agreement or any renewal thereof shall not be that of employer and employee or that of principal and agent.

# 5. Term and Termination

The term of this appointment is one (1) year from the Effective Date and such appointment may be extended for additional one-year periods. Either party may terminate this Agreement at any time by giving written notice to the other party. Unless terminated sooner, this Agreement shall continue in effect for the duration of this appointment and all future extensions.

**UChicago Argonne, LLC,**

**Operator of Argonne National Laboratory**

# Argonne Division Director

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date: |        | By: |        |   |
|  |  |  | Print name | Signature |

# Guest Signature

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date: |        | By: |        |   |
|  |  |  | Print name | Signature |
|  |  |  |  |  |
|  |  |  |        |        |
|  |  |  | Title (If Guest is a student, indicateundergraduate, graduate, or post-doctorate) | Department/Division at Organization |

# Organization's Consent and Waiver

The foregoing Agreement of       (Guest) is hereby consented to and approved this       day of       and all rights under any prior agreement are hereby waived to the extent of any conflict with such agreement.

Name of Organization

|  |  |  |
| --- | --- | --- |
| By: |        |        |
|  | Print name | Printed Name of Signatory |

# ATTACHMENT A

**General Terms and** **Conditions**

# 1. Terms of Access

The Guest may have access to the unrestricted areas of Argonne in order to carry out discussions with members of the staff, to use books, periodicals, and documents in the libraries, and to attend lectures, seminars, and colloquia on the same basis as employees of Argonne.

This access may include participation in specifically identified work under the direction and/or control of Argonne. Argonne may request the Guest to furnish a brief report regarding any such participation or use of facilities. The performance of the work will be under the general administrative supervision and control of Argonne.

Guests collaborating with Argonne are subject to particular restrictions related to Foreign Government Talent Recruitment Programs, as defined and detailed in United States Department of Energy Order 486.1. By signing a Guest Researcher Agreement, a Guest is certifying that they are not participating in a foreign government talent recruitment program from a country of risk.  If a Guest is personally receiving compensation from a foreign government–run or –funded program, that information must be promptly disclosed to COI@anl.gov.  Examples of compensation include cash, salary, research funding or equipment (unless under an approved DOE Agreement), reimbursed expenses (unless for DOE-approved travel), honorific title/award, honorarium, promised or anticipated future compensation, or other types of remuneration or consideration.  Foreign government entities include country, regional, or local level foreign governments, and foreign government –run or –funded corporations, national laboratories, or universities.

# 2. Rules and Regulations

The Guest must conform to the rules and regulations of Argonne, including those for security, health, and environment and safety, on the same basis as employees of Argonne.

# 3. Liability

The Guest hereby agrees on behalf of the Guest, his/her heirs, administrators, executors, and assigns to release the Department, Argonne, the UChicago and its Board of Trustees, and the officers, agents, and employees of the foregoing from all liability for any personal injuries to the Guest which may arise out of the Guest’s access to Argonne and the use of its facilities. The Guest further hereby covenants and agrees that neither the Guest nor the Guest’s heirs, administrators, executors, or assigns will bring any suit in a court of law or equity or before any administrative agency for any such injury (including injury causing death) against any of the aforementioned parties.