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 (hereinafter the "Department") and       (hereinafter "Guest"). The Guest, an undergraduate student attending       and employed by       (the “Employer”) to access and use the facilities and information of Argonne as an employee of the Employer to assist with research at Argonne funded under a contractual arrangement with the U.S. Government (Contract No.       with the Employer).

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. UChicago shall provide Guest with any training or information deemed necessary or appropriate by UChicago to help Guest conform to UChicago’s procedures, rules and regulations, including those for security, health, and environment and safety.

The parties acknowledge that the combined maximum number of hours the Guest can work per week as an employee of the Employer is 19.5 hours during any academic period while classes in which the Guest is enrolled are in session. In any other week, the combined maximum is 40 hours or as may otherwise be provided under applicable state and federal laws and regulations. Included when determining the combined maximum number of hours, are the hours the Guest works at Argonne under this Agreement, as well as the hours the Guest works in any other position he or she may have with the Employer.

# 2. Discoveries and Inventions

The intellectual property terms of the U.S. Government contractual arrangement referenced above, under which the Guest’s research is funded, 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 UChicago 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 Argonne, 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 UChicago 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 between the Guest and UChicago 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

If the appointment is for the duration of the Guest’s current academic year (which includes the fall, winter and/or spring quarters or semesters, as applicable), the term of this Agreement shall be from the Effective Date until the end of the Guest’s academic year. If the appointment is for the duration of the Guest’s current summer quarter or summer semester, the term of this Agreement shall be from the Effective Date until the end of the summer quarter/semester. This Agreement may be extended to subsequent academic quarters/semesters or years in succession, provided the Guest remains a registered undergraduate student at       and employee of the Employer.

Either party may terminate this Agreement and the appointment at any time by giving written notice to the other party. This Agreement and the appointment shall terminate automatically in the event the Guest is no longer registered as an undergraduate student at       or ceases to be employed by the Employer to perform work at Argonne. Unless terminated sooner as set forth above, this Agreement shall continue in effect for the duration of this appointment and all future extensions.

**UChicago Argonne, LLC,**

**Operator of Argonne National Laboratory**

**UChicago Argonne, LLC Division Director**

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

**Guest Signature**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date: |        | By: |        |   |
|  |  |  | Print name | Signature |
|  |  |  |  |  |
|  |  |  |        |        |
|  |  |  | Contact Name and Phone Number at Employer | Department/Division at Employer |

**Employer'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. The Employer’s signature below certifies that the signatory is authorized to execute this Agreement on behalf of the Employer and that Guest is an employee of the Employer, employed as a research assistant to assist with the research under the U.S. Government contract specified in paragraph 2, page 1, of the foregoing Agreement.

Name of Employer

|  |  |  |
| --- | --- | --- |
| By: |   |        |
|  | Signature | 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, UChicago, University of Chicago and its Board of Trustees, Board of Governors 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.