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 "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 by       , a funding arrangement that does not include funds from the U.S. Government.

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

For any discovery or invention conceived or first reduced to practice by employees of UChicago working at Argonne under the terms of its Prime Contract, UChicago shall furnish the Department with complete information thereon and UChicago shall have the right to elect to take title thereto. Furthermore, pursuant to the Department's "Class Advance Waiver of U.S. and Foreign Rights for Inventions Made by Particular Individuals at DOE National Laboratories," UChicago, as operator of Argonne, shall have the right to elect title to inventions conceived or made (first actually reduced to practice) by employee-like persons during their period of association with Argonne and arising from or related to the work of Argonne, thereby facilitating the consolidation of ownership of inventions, and making the licensing and commercialization of technology more viable. The undersigned as a Guest (and an employee-like person at Argonne as defined in the referenced Class Advance Waiver) recognizes that the making of inventions or discoveries and the transferring of all rights to such inventions or discoveries to the Department or UChicago as appropriate is an important part of the work under the Prime Contract. Nevertheless, pursuant to the terms of the Class Advance Waiver, Argonne shall treat the Guest the same as its own employees for purposes of distribution of royalties from inventions.

**3. Patents and Publications**

The Guest shall perform the following:

a. 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. 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. Assign worldwide, free from any obligation, all of the rights, title, and interest of the Guest in such invention, discovery or improvement arising from or related to work of Argonne to the Department or to UChicago as and when requested without compensation, and without cost to the Guest.

d. Assist upon request in every way proper in obtaining and enforcing patents on such invention, discovery, or improvement in any and all countries, including executing all documents as may be requested in connection therewith. So long as the Guest is associated with Argonne, such assistance shall be without additional charge for time. After termination of this association, such assistance shall be at Government or UChicago expense, by formal arrangement.

e. 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.

f. Not mark, register, or otherwise assert any claim to copyright in any data or computer software first produced during the Guest’s association with Argonne arising from or related to work of Argonne without prior written authorization of the Department and UChicago.

g. It is recognized that during the course of and subsequent to the association by the Guest with Argonne, the Guest may desire to publish, within the limits of security requirements, information regarding scientific or technical developments made in the course of the association. In order that public disclosure of such information will not adversely affect the patent and data interests of the Department or UChicago, patent approval for release and publication shall be secured from Argonne’s Patent Counsel prior to any such release or publication.

# 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 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, 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 |
|  |  |  |  |  |
|  |  |  |  |        |
|  |  |  |  | Employing 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 funding arrangement 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 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.