TITLE OF CRADA

STEVENSON-WYDLER (15 U.S.C. 3710)

SHORT FORM MODEL COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (hereinafter “CRADA”) No. NFE-1X-0XXXX

between

UT-Battelle, LLC
under its U.S. Department of Energy Contract No. DE-AC05-00OR22725
(hereinafter “Contractor”)

and

Participant (hereinafter “Participant”)

both being hereinafter jointly referred to as the “Parties” or singularly as a “Party.”

ARTICLE I: DEFINITIONS

A. "Government" means the United States of America and agencies thereof.
B. "DOE" means the Department of Energy, an agency of the United States of America.
C. "Contracting Officer" means the DOE employee administering DOE's contract with the Contractor.
D. "Generated Information" means information produced in the performance of this CRADA.
E. "Proprietary Information" means information which is developed at private expense outside of this CRADA, is marked as Proprietary Information, and embodies: (1) trade secrets or (2) commercial or financial information which is considered privileged or confidential under the Freedom of Information Act [5 USC 552 (b) (4)].
F. "Protected CRADA Information" means Generated Information which is marked as being Protected CRADA Information by a Party to this CRADA and which would have been Proprietary Information had it been obtained from a nonfederal entity.
G. "Subject Invention" means any invention of the Contractor or Participant conceived or first actually reduced to practice in the performance of work under this CRADA.
H. "Intellectual Property" means Patents, Trademarks, Copyrights, Mask Works, Protected CRADA Information and other forms of comparable property rights protected by Federal Law and other foreign counterparts.
I. "Background Intellectual Property” means the Intellectual Property identified by the Parties in Appendix B, Background Intellectual Property, which was in existence prior to or is first produced outside of this CRADA, except that in the case of inventions in those identified items, the inventions must have been conceived outside of this CRADA and not first actually reduced to practice under this CRADA to qualify as Background Intellectual Property. Licensing of Background Intellectual
Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the Parties. Background Intellectual Properties are not Subject Inventions.

ARTICLE II: STATEMENT OF WORK
Appendix A is the Statement of Work.

ARTICLE III: TERM, FUNDING AND COSTS
A. The work to be performed under this CRADA shall be completed within ??? (XX) months from the effective date. (See also Article XVIII.)
B. The Participant's estimated contribution is $XX,XXX, subject to available funding. The Government's estimated contribution, which is provided through the Contractor's contract with DOE, is $XX,XXX, subject to available funding.

ARTICLE IV: PERSONAL PROPERTY
There will be no jointly funded property. Personal property produced or acquired under this CRADA shall be disposed of as directed by the owner at the owner's expense.

ARTICLE V: DISCLAIMER:
THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE, OR DEVELOPED UNDER THIS CRADA, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

ARTICLE VI: HOLD HARMLESS
Except for any liability resulting from any negligent acts or omissions of Contractor, Participant agrees to hold harmless the Government and the Contractor for all damages, costs and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees, which was derived from the work performed under this CRADA.

ARTICLE VII: PROPRIETARY INFORMATION
Each Party agrees to not disclose Proprietary Information provided by the other Party to anyone other than the providing Party for a period of three (3) years from receipt of such Proprietary Information without the written approval of the providing Party, except to Government employees who are subject to 18 USC 1905, even after termination (see Article XIX).

ARTICLE VIII: OBLIGATIONS AS TO PROTECTED CRADA INFORMATION
Each Party may designate and mark as Protected CRADA Information any qualifying Generated Information produced by its employees. The Parties agree not to further disclose such Protected CRADA Information for a period of five (5) years from the date it is produced except for internal use.
ARTICLE IX: CESSATION OF OBLIGATIONS REGARDING PROTECTED AND PROPRIETARY INFORMATION

The obligations relating to the disclosure in Articles VII and VIII shall end: if any such information becomes inadvertently publicly known; or it is independently developed by another who did not have access to it under this CRADA.

ARTICLE X: RIGHTS IN DATA

The Parties and the Government shall have unlimited rights and each of them shall have the right to use all Generated Information produced or information provided to the Parties under this CRADA which is not marked as being Protected CRADA Information or Proprietary Information.

ARTICLE XI: REPORTS AND ABSTRACTS

The Parties agree to produce the following deliverables: (1) an initial abstract suitable for public release; and (2) a final report to include a list of Subject Inventions. It is understood that the Contractor has the responsibility to provide this information at the time of its completion to the contracting officer and the DOE Office of Scientific and Technical Information. Use of the name of the other Party or its employees in any promotional activity, with reference to this CRADA, requires written approval (responses to customer survey forms and solicitations for success stories are considered written approval) of the other Party.

ARTICLE XII: RIGHTS TO SUBJECT INVENTIONS

A. Each Party shall have the first option to retain title to any Subject Inventions solely made by its employees during the work under this CRADA. The Parties agree to disclose to each other each and every Subject Invention, which may be patentable or otherwise protectable under the Patent Act. The Parties acknowledge that the Contractor and Participant will disclose Subject Inventions to the 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. All Subject Invention disclosures shall be marked as confidential under 35 U.S.C. 205 and the Parties agree to protect such disclosures from public disclosure for a period of three (3) years from the date of disclosure by one Party to the other. If a Party elects not to retain title to any such Subject Invention of its employees, then the other Party shall have the option of electing to retain title to such Subject Inventions under this Agreement.

B. The Parties acknowledge that the DOE may obtain title to each Subject Invention reported under this Article for which a patent application is not filed, a patent application is not prosecuted to issuance, or any issued patent is not maintained by any Party to this CRADA. The Government shall retain a nonexclusive, non-transferable, irrevocable, paid-up license to practice, or to have practiced, for or on its behalf all Subject Inventions under this CRADA throughout the world.

C. For Subject Inventions conceived or first actually reduced to practice under this CRADA which are joint Subject Inventions made by the Contractor and the Participant, title to such Subject Inventions shall be jointly owned by the Contractor and the Participant.

D. The Participant has the option, for six (6) months after the date of disclosure of a Subject Invention to the Participant by the Contractor, to choose, for reasonable compensation, an exclusive license to Contractor’s Subject Invention(s) in the field of use of Field Of Use. The U.S. Competitiveness Article (Article XV) shall apply to all such license agreements.
ARTICLE XIII: REPORTS OF INTELLECTUAL PROPERTY USE
The Parties agree to submit, for a period of three (3) years and, upon request of DOE, a non-proprietary report no more frequently than annually on the efforts to utilize any Intellectual Property arising under the CRADA.

ARTICLE XIV: DOE MARCH-IN RIGHTS
The Parties acknowledge that the DOE has certain march-in rights to any Subject Inventions in accordance with 48 CFR 27.304-I(g).

ARTICLE XV: U. S. COMPETITIVENESS
The Parties agree that a purpose of this CRADA is to provide substantial benefit to the U.S. economy. In exchange for the benefits received under this CRADA, the Parties therefore agree to the following: (1) products embodying Intellectual Property developed under this CRADA shall be substantially manufactured in the United States; and (2) processes, services, and improvements thereof which are covered by Intellectual Property developed under this CRADA shall be incorporated into the Participant's manufacturing facilities in the United States either prior to, or simultaneously with, implementation outside the United States. Such processes, services, and improvements, when implemented outside the U.S., shall not result in reduction of the use of the same processes, services, or improvements in the United States.

ARTICLE XVI: FORCE MAJEURE
Neither Party will be liable for unforeseeable events beyond its reasonable control.

ARTICLE XVII: DISPUTES
The Parties will attempt to resolve any differences between them which may arise during the course of this CRADA. In the event that a dispute cannot be resolved between the Parties, the dispute may be resolved by a court of competent jurisdiction.

ARTICLE XVIII: ENTIRE CRADA AND MODIFICATIONS
This document and its appendices represent the entire agreement reached between the Parties in performing the research described in the Statement of Work (Appendix A) and shall not be effective until approved by DOE and both Parties. Any agreement to materially change any terms or conditions to either this CRADA or the appendices shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.

ARTICLE XIX: TERMINATION
This CRADA may be terminated by either Party with thirty (30) days’ written notice to the other Party. Each Party will be responsible for its own costs as a result of this termination. The obligations of any article of this CRADA which were intended to survive the expiration of the period of performance, such as confidentiality, use and/or on-disclosure obligations, shall also survive any termination of this CRADA.
IN WITNESS WHEREOF, the Parties have caused this CRADA to be duly executed in their respective names by their duly authorized representatives.

For Contractor:

By: ______________________________

Name: ___________________________ Michael J. Paulus

Title: ___________________________ Director, Technology Transfer

Date: ______________________________

For Participant:

By: ______________________________

Name: ___________________________ Name

Title: ___________________________ Title

Date: ______________________________
Appendix A

Statement of Work

for

CRADA No. NFE-1X-0XXXX

with

Participant1

for

Title of Project

Purpose and Background
[State the purpose of the CRADA.
Provide background information, such as the nature of the problem, results of previous studies, if any.
Describe the expected goals or accomplishments and benefits of the project.
Provide a statement of the desired results/products.]

Scope of Work
[Describe the technical objective(s) of the CRADA.
Break down the work by tasks
Under each task:

• Describe the objective for the task;
• Define the task responsibilities for each Party (CRADAs must be collaborative, and therefore the Statement of Work needs to clearly demonstrate the collaborative nature of the project and there must be task participation shown for each Party); and
• List the completion date (by Project Month—number of months after the effective date of the CRADA) for each task.
• The last task should be shown as completion of a CRADA Final Report]
**Estimated Cost and Source of Support**

The contributions by each Party are specified in CRADA Article III.B: TERM, FUNDING AND COSTS. The flow of funds is summarized below for each Project Year (PY), inclusive of any applicable Federal Administrative Charges (FAC)*.

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<th>PY 1</th>
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</table>

*FAC is mandated by Section 3137 of the Strom Thurmond National Defense Authorization Act of 1999 (Public Law 105-261); does not apply if there are no funds-in from Participant(s).

**Deliverables**

In addition to the minimum deliverables shown in Article XI of the CRADA, the following will be delivered: [List any additional milestones or deliverables and the Project Month in which each milestone or deliverable is due.]

**Schedule**

The duration of this project is [State the period of performance in months or years, i.e., 6 months or 2 years. As a reminder, projects tend to start slowly especially since there are multiple approvals and notifications that must occur, and accounts have to be opened, before work starts. In addition, all work including the final report must be completed within the period of performance. Please factor in these items when developing your schedule and include review time of the report by the partner.]

**Program Management**

The principal investigators for this CRADA are ORNL Principal Investigator (Contractor) and Participant Principal Investigator (Participant). [State here any plans or requirements for program management or reporting to keep the project on track, such as periodic meetings between the PIs, monthly, quarterly, yearly, etc. reports, and the like.]
Appendix B

BACKGROUND INTELLECTUAL PROPERTY

This Appendix B provides the Contractor and the Participant the opportunity to identify their interests in Background Intellectual Property. The purpose of this listing is to make clear what is and what is not Generated Information.

Licensing of Background Intellectual Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the Parties.

Contractor’s Background Intellectual Property:

[List BIP here, including name of invention/copyright, internal ID number, status of intellectual property protection, etc., or state “None.”]

Participant’s Background Intellectual Property:

[List BIP here, including name of invention/copyright, internal ID number, status of intellectual property protection, etc., or state “None.”]

Each Party has used reasonable efforts to list all relevant Background Intellectual Property, but Intellectual Property may exist that is not identified. Neither Party shall be liable to the other Party because of failure to list Background Intellectual Property.