

ACKNOWLEDGEMENT OF REQUIREMENTS, OBLIGATIONS, AND RESPONSIBILITIES OF USERS AT THE ENVIRONMENTAL MOLECULAR SCIENCES LABORATORY

As a condition of having onsite or remote access to and use of Environmental Molecular Sciences Laboratory (EMSL) equipment, services, information, and other material consistent with the terms and conditions of the Non-Proprietary User Agreement (User Agreement) and as part of the acceptance procedure for EMSL User Proposals, each User shall acknowledge the requirements, obligations, and responsibilities of User as required by the terms and conditions of the User Agreement previously executed by User Entity. User acknowledgement is indicated by clicking the "Acknowledged" button at the end of this page.

ACKNOWLEDGEMENT For Non-Proprietary Use of EMSL

_____, (User), acknowledges and represents that User is an employee or official representative of _____ (User Entity), and will be accessing and using EMSL equipment, services, information, and other material in compliance with the terms and conditions of the User Agreement (Activity) between User Entity and the Battelle Memorial Institute, Pacific Northwest Division (Battelle) acting in its capacity as the operating contractor of the Pacific Northwest National Laboratory (PNNL) which is partially comprised of EMSL, a United States Department of Energy (DOE) designated user facility.

User hereby acknowledges personal understanding that User's access to and use of EMSL equipment, services, information, and other material for engaging in the Activity is expressly conditioned upon User's compliance with the User Agreement terms and conditions that include but are not limited to:

1. User will complete all site access requirements imposed by Battelle including but not limited to executing documents and completing training before accessing or using EMSL equipment, services, information, and other material.
2. User shall take all reasonable precautions in activities carried out under the User Agreement to protect the safety and health of others and to protect the environment. User must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the DOE and Battelle, including the specific requirements of EMSL covered by the User Agreement. In the event that User fails to comply with said regulations and requirements, Battelle may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of User's activities at EMSL.
3. User will remain an employee or representative of the User Entity at all times during their participation in the Activity conducted under the User Agreement and shall not be considered an employee of Battelle or DOE for any purpose. User shall be subject to the administrative and technical supervision and control of Battelle during and in connection with the Activity conducted under the User Agreement.
4. User shall abide by and comply with all applicable rules, regulations, and requirements of DOE and Battelle applicable to the Activity including but not limited to the rules, regulations, and requirements pertaining to security, safety, operating and health-physics procedures, hours of work, and conduct. User shall monitor and adhere to EMSL communications about

safe laboratory practices and training requirements via the PNNL Integrated Operations System (IOPS). User shall register or be registered in IOPS prior to entering workspaces unescorted or conducting any work in furtherance of the Activity.

5. User shall not ship equipment, tooling, test apparatus, or materials necessary to perform the Activity to EMSL or PNNL without first consulting with and obtaining the approval of the cognizant EMSL host or the User Support Office. Such equipment, tooling, test apparatus, or materials will remain the property of User Entity and must be removed from EMSL within 60 days after termination or expiration of the User Agreement.
6. Any equipment that becomes integrated into EMSL shall be the property of the Government. Any material supplied by User may be damaged, consumed or lost. User Entity will be required to return EMSL and equipment utilized in furtherance of the Activity to its original condition except for normal wear and tear.
7. User understands and acknowledges that: (a) the Activity is subject to the priority of Battelle's work for the Government and on a non-priority basis in regard to other users; (b) Battelle shall have sole responsibility and discretion for allocating and scheduling usage of EMSL equipment, services, information, and other material involved in or needed for the Activity; (c) Battelle shall release once per fiscal year or upon request a limited set of proposal information to the U.S. Department of Energy Office of Science (SC), which will be publicly disseminated as part of their SC user facility user projects/experiments database on the SC website at <http://science.energy.gov>. This information will include your name, institutional affiliation(s), project title(s), and (optionally) the proposal abstract.
8. User understands the scope of the Activity defined by the proposal that is applicable to the User Agreement and will not access or use EMSL equipment, services, information, and other material for purposes other than the Activity.
9. User Entity may elect to retain all right, title, and interest in and to any invention or discovery conceived or first reduced to practice by the User in the course of or under the User Agreement, or any patent application or patent thereon and the Government has certain rights therein as specified in the User Agreement. User will disclose any invention or discovery conceived or first reduced to practice in furtherance of the User Agreement to User Entity, Battelle, and DOE.
10. Battelle may elect to retain all right, title, and interest in and to any invention or discovery conceived or first reduced to practice by Battelle employees in the course of or under the User Agreement, or any patent application or patent thereon consistent with the PNNL operating contract and the Government has certain rights therein. Battelle will disclose any invention or discovery conceived or first reduced to practice in furtherance of the Activity to User Entity and DOE.
11. Subject to the terms of the User Agreement, User Entity retains the right to use any Technical Data as defined in the User Agreement that is first produced in the performance of the User Agreement and the Government has certain rights therein as specified in the User Agreement. EMSL's data management policy for technical data is available on the website: http://www.emsl.pnnl.gov/about/reports/data_policy.jsp.

12. User will not knowingly include any copyrightable material furnished or delivered under the User Agreement without an appropriate license or without the consent of the copyright owner, unless User Entity obtains specific written approval of the DOE Contracting Officer to do so.
13. For articles, presentations, or publications of any kind generated pursuant to the User Agreement, User will:
 - a. Comply with the Legal Notice requirements specified in the User Agreement for each report or publication arising from work conducted under the User Agreement.
 - b. Notify, in advance of publication submission, any Battelle employees at EMSL who are listed as co-authors on articles, presentations, or publications resulting from collaborations with EMSL users. If Battelle employees are listed as co-authors, User must notify and provide the Battelle employee with a copy of the manuscript or presentation prior to publication submission so that the document(s) can be reviewed and processed through the PNNL document clearance system. In no event will User's notice to the Battelle employee be any less than 14 days before public release.
 - c. Provide to the EMSL User Support Office (via the EMSL User Portal) copies or reprints of the articles, presentations, or publications.
 - d. Submit to the EMSL User Support Office (via the EMSL User Portal) summaries of research results for use in highlights or EMSL's Annual Report.
14. User cannot use the name of Battelle or the United States Government or their employees in any promotional activity, such as advertisements, with reference to any product or service resulting from the User Agreement, without prior written approval of the Government and Battelle.
15. The Activity will terminate and User's access to EMSL equipment, services, information, and other material will be revoked if the User Agreement is terminated for any reason. Also, failure to comply with any Battelle or DOE policies, procedures, rules, or regulations may result in expulsion from EMSL and a denial of access to EMSL.
16. Although the User shall not be entitled to obtain access to any Restricted Data or other classified information pursuant to the User Agreement, failure to properly safeguard any such classified information that may come to User in connection with the User Agreement may result in civil and/or criminal liability under applicable laws of the United States.
17. User acknowledges that the export of goods or Technical Data as defined in the User Agreement may require some form of export control license from the U.S. Government and that failure to obtain such export control license may result in criminal liability under the laws of the United States.
18. User agrees to follow all requirements for extending or closing out the approved Activity, to include, at a minimum, a written summary of the work performed with EMSL resources at the completion of the Activity. In addition, User agrees to participate in requested User satisfaction surveys as they pertain to the Activity.
19. The rules, regulations, and requirements of DOE and Battelle applicable to the Activity are subject to change without notice and User agrees to comply with any such changes.