

Bilateral DOE Laboratory Utilization Agreement

No. _____

BETWEEN

Battelle Memorial Institute, Pacific Northwest Division (“CONTRACTOR A”)

Facility Operator of **Pacific Northwest National Laboratory**

under U.S. Department of Energy (hereinafter “DOE”)

Contract No. DE-AC05-76RL01830

AND

_____ (“CONTRACTOR B”)

Facility Operator of _____ **Laboratory**

under DOE Prime Contract No. DE-AC _____

(Collectively, “the Parties”)

ARTICLE I. FACILITIES AND SCOPE OF WORK

A Contractor’s facilities (including equipment, services, information and other materials--(hereinafter “Host Facility”)) will be made available to employees and consultants (hereinafter “Participants”) of the other Party solely for carrying out the Prime Contracts of the Parties. An additional funding agreement (e.g., an Integrated Contractor Order) for funding transfer may be necessary if goods and services are provided by one Party at cost to the other Party.

ARTICLE II. TERM OF THE AGREEMENT

This Agreement shall have a term of five (5) years from the effective date. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties. Unless terminated in accordance with the terms herein, this Agreement shall automatically renew on a year-to-year basis after the initial five-year term.

ARTICLE III. INTELLECTUAL PROPERTY RIGHTS

With regard to patent and technical data rights, Participants will follow their Party’s Prime Contract when working at a Host Facility. However, if the work performed by a Participant at the Host Facility is subject to an agreement with a third party (for example, WFOA or CRADA), the intellectual property provisions of that third party agreement shall supersede this section.

ARTICLE IV. LABORATORY SITE ACCESS, SAFETY AND HEALTH

As a precondition to using a Host Facility, Participants must complete all of the Host Facility’s Site Access documents and requirements. Participants shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Participants must comply, or risk immediate expulsion, with all applicable safety, health, access to information, security and environmental regulations and the requirements of the DOE and Host Facility.

ARTICLE V: TERMINATION

Either Party may terminate this Agreement for any reason at any time by giving not less than thirty (30) days prior written notice to the other Party. Notice will be deemed made as of the day of receipt. The obligations of any clause of this Agreement, which by their nature extend beyond its termination, shall remain in full force and effect until fulfilled.

FOR CONTRACTOR A:

BY: Bruce Simanton

TITLE: Contracts Manager

DATE: _____

FOR CONTRACTOR B:

BY: _____

TITLE: _____

DATE: _____