THE UNIVERSITY OF CHICAGO
OPERATOR OF
ARGONNE NATIONAL LABORATORY

GUEST AGREEMENT

This Agreement, effective as of _____ (hereinafter "Effective Date"), is between The University of Chicago (hereinafter "University"), an Illinois not-for-profit corporation, operator of Argonne National Laboratory (hereinafter "Argonne"), under Prime Contract No. W-31-109-ENG-38 with the United States Government, represented by the U.S. Department of Energy (hereinafter "Department") and _____ of _____ (hereinafter "Guest").

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.

For any discovery or invention conceived or first reduced to practice by employees of the University working at Argonne under the terms of its Prime Contract, the University shall furnish the Department with complete information thereon and the University 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," the University, 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 or employee-like person at Argonne (as defined in the above 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 the University as appropriate is an important part of the work under the Prime Contract.

Therefore, 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. 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 unclassified books, periodicals and documents in the libraries, and to attend unclassified lectures, seminars and colloquia on the same basis as employees of Argonne.

Upon arrangement with the appropriate Division Director 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.

2. Rules and Regulations

The Guest must conform to the rules and regulations of Argonne as they may be amended, including those for security, health, environment and safety, on the same basis as employees of Argonne.

3. Relationship

It is understood that Argonne shall not be obligated to pay any salaries 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. Pursuant to the terms of the above Class Advance Waiver, Argonne shall treat the Guest the same as its own employees for purposes of distribution of royalties from inventions.

4. Liability

The Guest hereby agrees on behalf of the Guest, his/her heirs, administrators, executors and assigns to release the Department, Argonne, the University 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 it 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.

5. Patents and Publications

The Guest shall perform the following:

a. Furnish the duly authorized representatives of Argonne 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 Act 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 the University as and when requested without compensation, but 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 University expense, by proper 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 pursuant to the association by the Guest with Argonne in accordance with any restrictive legend contained thereon, unless 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 association by the Guest with Argonne arising from or related to work of Argonne without prior written authorization of the Department and Argonne.

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 the University, patent approval for release and publication shall be secured from the Argonne's Patent Counsel prior to any such release or publication.

6. Term and Termination

Either party may terminate this Agreement at any time by giving written notice to the other party. Unless terminated sooner, this Agreement shall continue in effect for the duration of this appointment and all future extensions. The term of this appointment is one (1) year from the Effective Date and such appointment may be extended for additional one-year periods.

The University of Chicago
Operator of Argonne National Laboratory

Date _____ By _____
ANL Division Director

This Agreement is given in consideration of:

_____my access to and use of the facilities and information of Argonne as a guest appointee from a public or private organization. (When this line is checked, a representative from your home institution with authority to bind the organization must also execute the agreement in the "ORGANIZATION'S CONSENT AND WAIVER" on page 5.)

_____my access to and use of the facilities and information of Argonne as a guest appointee from a small business, nonprofit or educational institution funded under a contractual arrangement with the U.S. Government (Contract No. _____ with _____). For such guest appointee, the Patent and Publications terms of 5 c., d., f. and g. of this Agreement shall not apply and the intellectual property terms of the U.S. Government contract shall apply. (When this line is checked, a representative from your home institution with authority to bind the organization must also execute the agreement in the "ORGANIZATION'S CONSENT AND WAIVER" on page 5.)

_____my access to and use of the facilities and information of Argonne as a guest appointee in a private capacity, e.g., self-employed.

Date _____ _____
Guest Signature

ORGANIZATION'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.

_____
Name of Organization

By_____
Signature

_____
Printed Name of Signatory