

**THE UNIVERSITY OF CHICAGO
OPERATOR OF
ARGONNE NATIONAL LABORATORY**

TEMPORARY STAFF MEMBER AGREEMENT

In consideration of the grant of access to the Argonne National Laboratory facilities by The University of Chicago (hereinafter "University"), operator of Argonne National Laboratory (hereinafter "Argonne"), under Prime Contract No. W-31-109-ENG-38 with the United States Government (hereinafter "Government"), represented by the U.S. Department of Energy (hereinafter "Department"), the compensation paid me, and the use of such facilities upon express authorization by Argonne, and in recognition of the fact that Argonne is engaged in the performance of energy research and development for the Government, and that one of the approved objectives of Argonne is to stimulate and encourage the participation of qualified investigators in energy research and development, I hereby agree that:

1. Terms of Access

My rights of access shall be limited to such areas of Argonne as are designated by the Laboratory Director and the appropriate Division Director of Argonne.

Access to Argonne shall include performance of such research and investigation as are mutually agreed upon, observation of work in progress and participation therein to the extent authorized by the appropriate Division Director, discussions with the members of the scientific staff, use of unclassified books, periodicals and documents in the libraries of Argonne and attendance at certain lectures, seminars and colloquia of Argonne.

Upon express recommendation of the appropriate Argonne Division Director, I may have access to specified classified documents necessary to my investigations, provided that I have a security clearance in effect, and upon express authorization by the appropriate Division Director, may use certain specified experimental facilities.

If requested by Argonne, I will furnish a brief report regarding my activities under this Agreement.

2. Compensation

I will receive compensation for my services during my term at Argonne as specified in the offer of employment and as may be changed by subsequent action of Argonne during the period of this appointment, and that I will make no other claim for any work performed for the benefit of Argonne.

3. Rules and Regulations

I will observe and conform to all Argonne rules and regulations, including security, health, environment and safety rules presently in effect or as amended.

4. Relationship

The relationship established by this agreement shall be that of employer and employee.

5. Security

I agree to observe and be bound by all laws, rules and regulations of Argonne and of the United States Government applicable to the work being carried on by Argonne and to the disclosure of information with respect thereto.

6. Patents and Publications

I agree to perform the following:

- a. To 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 me during the period of my association with Argonne.
- b. To 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. To assign worldwide, free from any obligation, all my right, title and interest 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 me.
- d. To assist upon request in every proper way, in obtaining and enforcing patents on such invention, discovery or improvement in any and all countries, and to execute all documents as may be requested in connection therewith. So long as I am associated with Argonne, such assistance shall be without additional charge for my time. After termination of my association, such assistance shall be at Government or University expense, by proper arrangement.
- e. To treat proprietary data or other technical, business or financial data in the form of recorded information which I receive or to which I am given access pursuant to my association 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 my association.
- f. To not mark, register or otherwise assert any claim to copyright in any data or computer software first produced during my association 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 my association with Argonne, I may desire to publish, within the limits of security requirements,

information regarding scientific or technical developments made in the course of my 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 Argonne's Patent Counsel prior to any such release or publication.

7. Services for Another Organization

I agree not to perform consultant or other comparable services for another contractor of the Department or for another organization in the energy research and development field unless approved in advance by the appropriate Division Director.

8. Term and Termination

This Agreement is effective as of _____ ("Effective Date").

Either Argonne or I may terminate this Agreement at any time by giving written notice. 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.

It is understood that termination of this Agreement shall not affect any of my obligations arising hereunder.

This Agreement is given in consideration of:

_____ my access to and use of the facilities and information of Argonne as a temporary staff member 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" section on page 4.)

_____ my access to and use of the facilities and information of Argonne as a temporary staff member in a private capacity, e.g., self-employed.

Date

Signature

ORGANIZATION'S CONSENT AND WAIVER

The foregoing Agreement of _____ 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

**THE UNIVERSITY OF CHICAGO
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AGREEMENT COVERING INVENTIONS, DISCOVERIES AND IMPROVEMENTS

In recognition of the fact that The University of Chicago (hereinafter "University") as operator of Argonne National Laboratory (hereinafter "Argonne") is engaged in the performance of Prime Contract No. W-31-109-ENG-38 with the United States Government (hereinafter "Government"), represented by the U.S. Department of Energy (hereinafter "Department"), I hereby agree:

1. To 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 me during the period of my association with Argonne.
2. To 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.
3. To assign worldwide, free from any obligation, all my right, title and interest 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 me.
4. That the judgment of the Department on all such matters shall be accepted as final.
5. To assist upon request in every proper way, in obtaining and enforcing patents on such invention, discovery or improvement in any and all countries, and to execute all documents as may be requested in connection therewith. So long as I am associated with Argonne, such assistance shall be without additional charge for my time. After termination of my association, such assistance shall be at Government or University expense, by proper arrangement.
6. To treat proprietary data or other technical, business or financial data in the form of recorded information which I receive or to which I am given access pursuant to my association 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 my association.
7. To not mark, register or otherwise assert any claim to copyright in any data or computer software first produced during my association with Argonne arising from or related to work of Argonne without prior written authorization of the Department and Argonne.

8. It is recognized that during the course of and subsequent to my association with Argonne, I may desire to publish, within the limits of security requirements, information regarding scientific or technical developments made in the course of my 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 Argonne's Patent Counsel prior to any such release or publication.
9. This Agreement is given in consideration of my employment by Argonne.

Date

Signature

Inventions and Reporting Information

1. Comply with all Divisional requirements with respect to maintaining adequate lab notebooks as a record of your scientific work and keep your Division Director and supervisor informed regarding inventions, discoveries and any improvements thereof.
2. If you have conceived or developed an invention, report it orally or in writing to Argonne's Patent Counsel. The preferred invention reporting method is to complete the invention reporting web form at www.anl.gov/invent. Argonne's Patent Counsel may subsequently contact you to obtain further information as necessary.
3. Prompt reporting of inventions is important. This is especially so if you plan to disclose an invention in a report or paper since its publication may be delayed if the invention is not reported early enough to permit adequate processing in advance of publication. The Information and Publishing Division refers all reports and papers to Argonne's Patent Counsel for patent clearance prior to publication.
4. Argonne's Patent Counsel will attempt to assess the patentability, as well as the importance to the University of patenting your invention. If your invention is deemed patentable, Argonne's Patent Counsel will then prepare and submit an Invention Report of the invention to the Department and decide whether to elect title and file United States and foreign patent applications. If the University does not elect to retain title, then the Department has the right to do so. A patent application will then be prepared by an Argonne or Department attorney and submitted to you through your Division Director for approval and for signing the formal papers, including an assignment to either the University or the Department. After the application is filed, you and each Argonne co-inventor will receive a Patent Award from Argonne.
5. If the University does not wish to elect or maintain an invention, such may be released to the inventor(s) under certain conditions.