Non-Proprietary User Agreement

BETWEEN

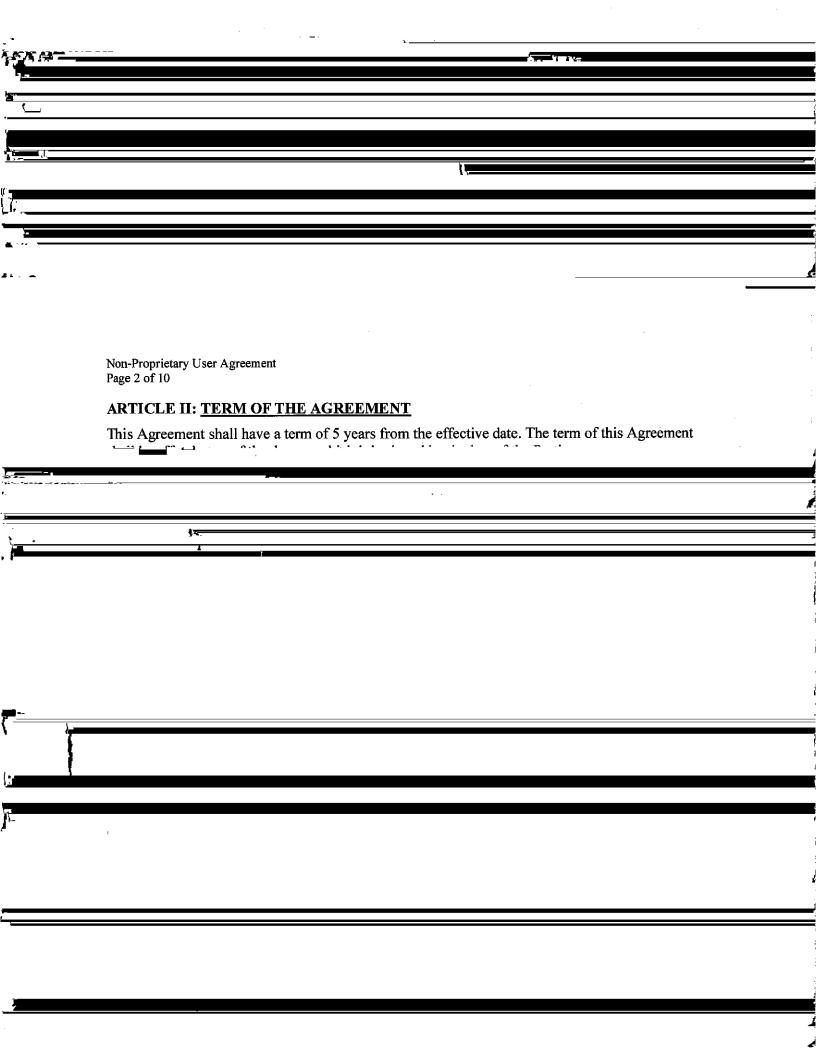BROOKHAVEN SCIENCE ASSOCIATES, LLC
(" CONTRACTOR")
which operates Brookhaven National Laboratory ("Brookhaven, or Laboratory"), Upton, New
York 11973, under Contract No. DE-SC0012704 ("Prime Contract") with the United States
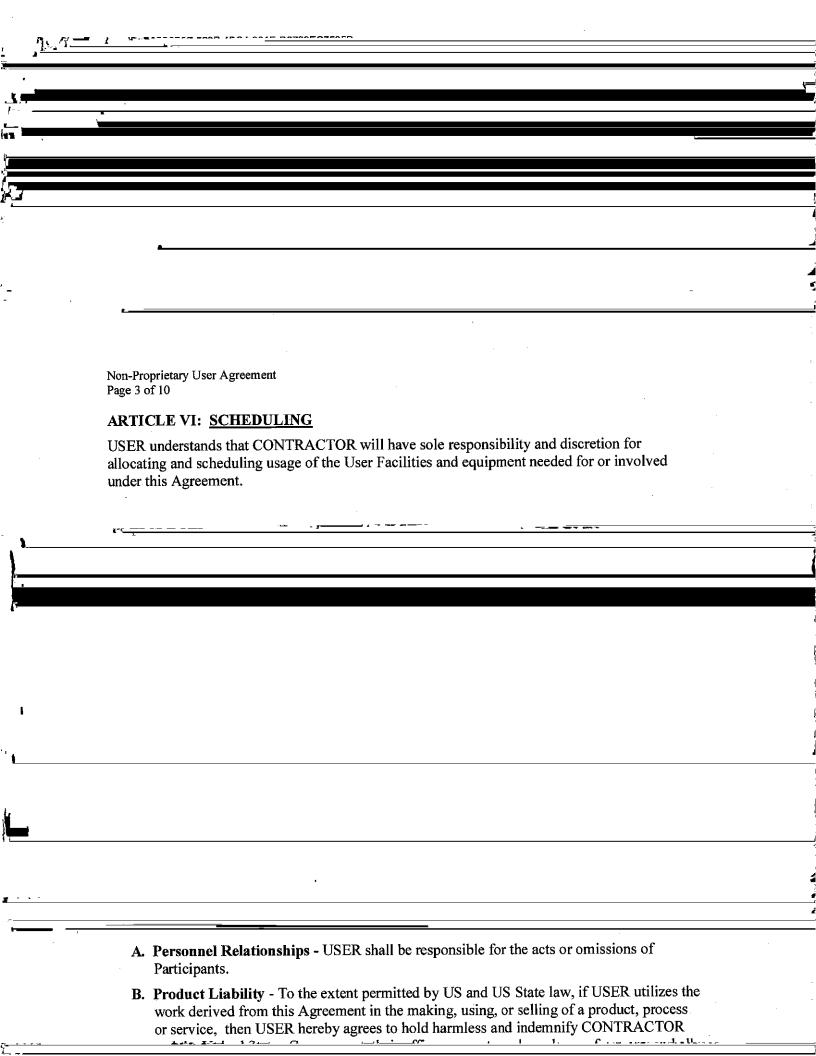Government as represented by the U.S. Department of Energy ("DOE"),

AND

"Suffolk County Community College" ("USER")
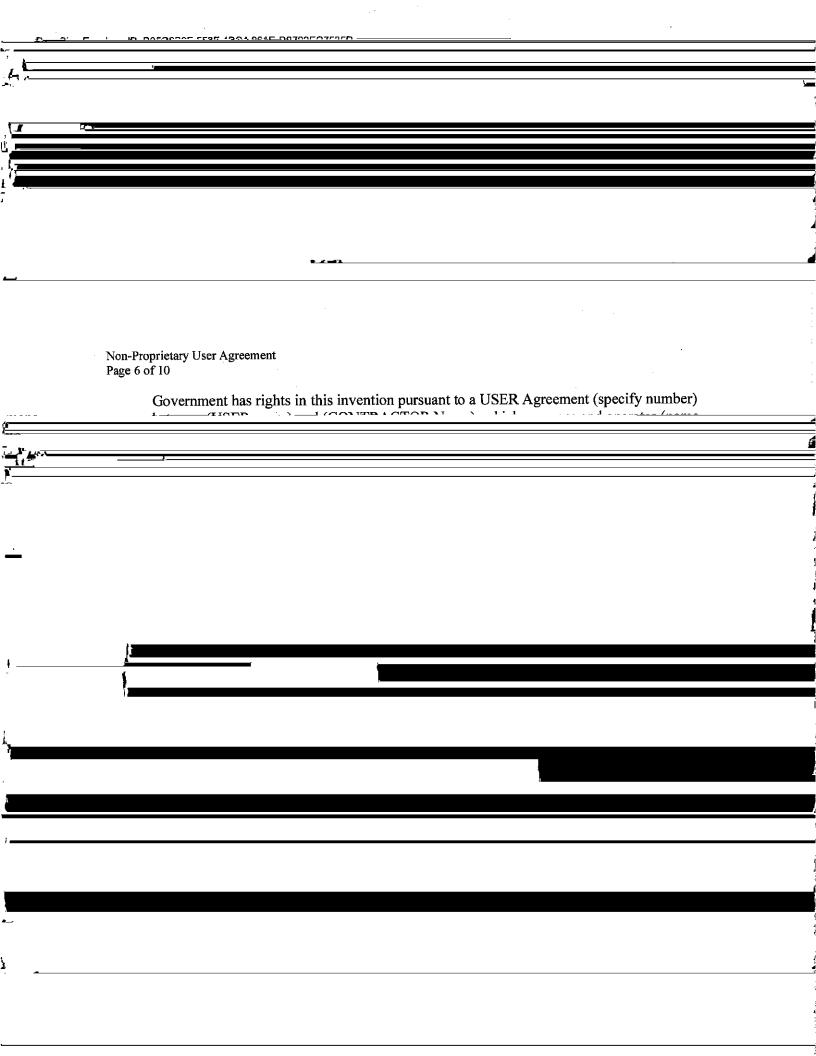
(Collectively, "the Parties")

The obligations of the above-identified DOE Contractor may be transferred to and shall apply to
any successor in interest to said Contractor continuing the operation of the DOE Non-Proprietary
User Facility involved in this User Agreement.

ARTICLE I: FACILITIES AND SCOPE OF WORK

CONTRACTOR will make available to employees, consultants and representatives of USER

ARTICLE II: **TERM OF THE AGREEMENT**

This Agreement shall have a term of 5 years from the effective date. The term of this Agreement

ARTICLE VI: <u>SCHEDULING</u>

USER understands that CONTRACTOR will have sole responsibility and discretion for allocating and scheduling usage of the User Facilities and equipment needed for or involved under this Agreement.

A. **Personnel Relationships** - USER shall be responsible for the acts or omissions of Participants.

B. **Product Liability** - To the extent permitted by US and US State law, if USER utilizes the work derived from this Agreement in the making, using, or selling of a product, process or service, then USER hereby agrees to hold harmless and indemnify CONTRACTOR
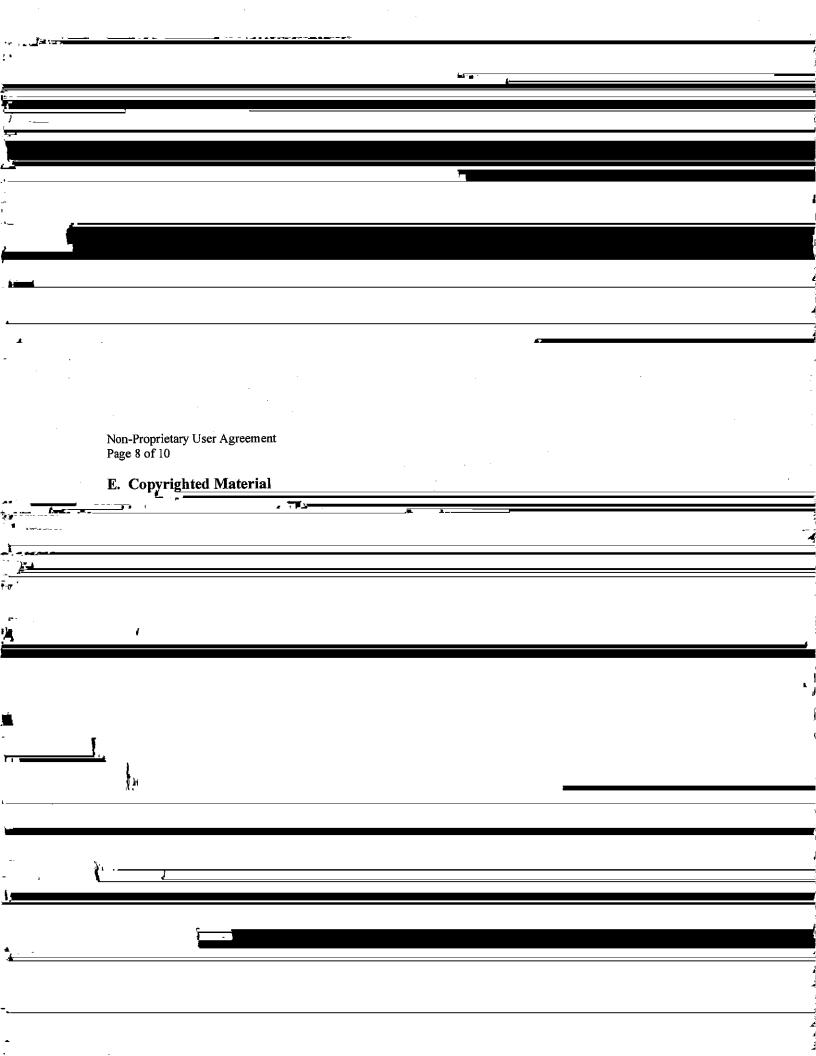
INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT
MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP,
MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE
RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES,
MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE
FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE
SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT
ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED
RIGHTS OF OTHERS. THE GOVERNMENT, CONTRACTOR AND/OR USER

SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL
DAMAGES ATTRIBUTED TO USE OF SUCH FACILITIES, RESEARCH OR

INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS

Page 5 of 10

C. CONTRACTOR's Rights

Except as provided below in the case of joint inventions, CONTRACTOR Inventions will be

governed by the provisions of CONTRACTOR'S Prime Contract for operation of the User
facility.

D. USER's Rights

Subject to the provisions herein, USER may elect title to any USER Invention and in any
resulting patent secured by USER within one year of reporting the subject invention to DOE.
The USER shall file a US patent application within a reasonable period of time. Where

Government has rights in this invention pursuant to a USER Agreement (specify number)

3. "Unlimited Rights" means right to use, duplicate, or disclose Technical Data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

B. Allocation of Rights

1. The Government shall have Unlimited Rights in Technical Data first produced or specifically used in the performance of this Agreement except as otherwise provided in this Agreement.

2. USER shall have the right to use for its private purposes, subject to patent, security or other provisions of this Agreement, Technical Data it first produces in the performance of this Agreement provided the data delivery requirements of this Agreement have been met as of the date of the private use of such data; and Technical Data first produced by CONTRACTOR, if any, under this Agreement. USER agrees that to the extent it
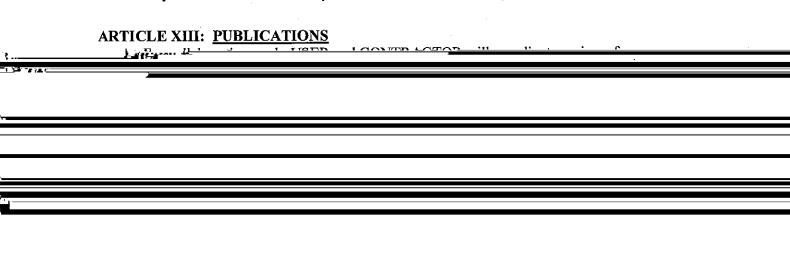
Non-Proprietary User Agreement
Page 8 of 10

E. Copyrighted Material

ARTICLE XI: **PERSONNEL RELATIONSHIPS**
Participants will remain employees or representatives of the USER at all times during their participation in the work under this Agreement, and shall not be considered employees of CONTRACTOR or DOE for any purpose. Participants shall be subject to the administrative and technical supervision and control of CONTRACTOR during and in connection with the Participant's activities under this Agreement.

ARTICLE XII: **EXPORT CONTROLS**
USER acknowledges that the export of goods or Technical Data 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.

ARTICLE XIII: **PUBLICATIONS**

ARTICLE XV: __CONFLICT OF TERMS__

This Agreement constitutes the primary document which governs the work described in the attached Appendices. In the event of any conflict between the terms of this document and any other document issued by either Party, the terms of this document shall prevail.

ARTICLE XVI: __TERMINATION__

Either Party may terminate this Agreement for any reason at any time by giving not less than