

Bilateral DOE Laboratory Utilization Agreement

No.

BETWEEN

BROOKHAVEN SCIENCE ASSOCIATES, LLC (“CONTRACTOR A”) Facility Operator of Brookhaven National Laboratory (under DOE Prime Contract No. DE-AC02-98CH10886)

AND

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 _____ years from the effective date, which shall be effective as of the date on which it is signed by the last of the Parties. Either Party may terminate this Agreement for any reason at any time.

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 supercede 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.

FOR THE CONTRACTOR A:

FOR THE CONTRACTOR B:

BY:
TITLE:
DATE:

BY:
TITLE:
DATE: