

**BROOKHAVEN SCIENCE ASSOCIATES**

**BROOKHAVEN NATIONAL LABORATORY**

**AGREEMENT FOR USE OF THE ACCELERATOR TEST FACILITY (ATF) –**

**A DOE DESIGNATED USER FACILITY**

This Agreement is entered into by BROOKHAVEN SCIENCE ASSOCIATES, (“BSA”), which operates Brookhaven National Laboratory (“Brookhaven”), Upton, New York, 11973, under contract with the United States Government as represented by the U.S. Department of Energy (“DOE”), and (“User”).

1. BSA certifies that the User, if an individual, or representatives of the User, if an institution, have been selected to conduct research at the Accelerator Test Facility (“ATF”). During all activities of the User under this Agreement, representatives of the User shall continue to be, or for the purposes of this Agreement shall be considered to be, employees of the User, an independent contractor.

2. BSA and the User both recognize that this Agreement is written pursuant to the DOE “Class Waiver of Patent Rights to Inventions Made By Users of DOE User Facilities” issued by DOE in March of 1983.

3. The Patent and Technical Data Provisions which form a part of this Agreement and which pertain to work done under this Agreement are set forth in Attachment A hereto.

4. The User and its representatives recognize that execution of this Agreement is a pre-condition to access to the ATF.

5. The User and its representatives agree to comply with all Brookhaven policies, procedures, and guidelines applicable to guests at Brookhaven, including the procedures and guidelines set issued for use of the ATF.

6. The User and its representatives agree that in exchange for the opportunity to conduct research at the ATF as a guest scientist at Brookhaven, they will publish the results of their research when such results are appropriate for publication in the scientific literature.

7. The User and its representatives agree to treat proprietary data or other technical, business or financial data in the form of recorded information, which they receive or to which they are given access pursuant to association with the ATF under this Agreement, in accordance with any restrictive legend contained thereon, unless use in excess of the restrictive legend is specifically authorized in writing by DOE.

8. The User and its representatives agree to notify the ATF Project Head Department at Brookhaven if it intends to conduct any proprietary research at the ATF so that the appropriate ATF Proprietary Users Agreement can be executed.

9. This Agreement shall become effective when signed by the parties hereto and shall continue as long as representatives from User are conducting research at the ATF, unless sooner terminated upon written notice by either party.

The User shall obtain agreements to effectuate the foregoing provisions and those set forth in Attachment A from all its employees or other persons who perform on User's behalf any part of the work under this Agreement.

USER:

BROOKHAVEN SCIENCE ASSOCIATES

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name of User:

Name: Margaret C. Bogosian

Title of User:

Title: Manager, Office of Economic

Development & Technology Transfer

Date: July 27, 2004

Date: \_\_\_\_\_

Mailing Address of Institution: