

**NSLS-II Partner User (PU) Agreement**  
**Terms and Conditions**  
***Effective April 8, 2025***

*Effective once the submitted Partner User Proposal (PUP) is approved by NSLS-II*

1. (a) *For Principal Investigators outside of BNL.* The Partner User Agreement (PUA or PU Agreement) is made and entered into by and between Brookhaven Science Associates, LLC (BSA), as manager and operator of Brookhaven National Laboratory (BNL) on behalf of the US Department of Energy (DOE), and the Partner User (PU) group that submits this Partner User Proposal (PUP), for the purpose of establishing the terms and conditions under which the PU may conduct its work at the NSLS-II beamlines, once the PUP is approved for the duration and granted beamtime as specified in NSLS-II Proposal Allocation, Safety, and Scheduling (PASS) system.  
  
(b) *For Principal Investigator within BNL.* The Partner User Agreement (PUA or PU Agreement) is made and entered into by and between NSLS-II and the Partner User (PU) group that submitted this Partner User Proposal (PUP), for the purpose of establishing the terms and conditions under which the PU may conduct its work at the NSLS-II beamlines, once the PUP is approved for the duration and granted beamtime as specified in NSLS-II Proposal Allocation, Safety, and Scheduling (PASS) system.
2. Under BSA's Prime Contract with DOE to maintain and operate BNL, and in support of its DOE Office of Science mission, BSA builds and operates major scientific facilities. These facilities serve not only the basic research of the DOE, but they reflect BNL and DOE stewardship of national research infrastructure that is made available on a competitive basis to a wide range of universities, industry, and government researchers. Contract No. DE-SC0012704, § C.2. Under that Prime Contract, BSA also is required to "provide the personnel, facilities, equipment, materials, supplies, and services (except such facilities, equipment, materials, supplies and services as are furnished by the Government) necessary to perform the requirements and work set forth in [the] contract." Contract No. DE-SC0012704, § B.1. For Partners who construct and operate beamlines at NSLS-II, this PU Agreement constitutes a subcontract under the Prime Contract through which Partner personnel provide equipment and services to university, industry, and government researchers.
3. The PUA is based upon the proposed terms as stated in the specific PUP, except where modified by the contents in the *Approval Box* in the NSLS-II PASS system. Any deviations from the approved contents will require NSLS-II re-approval.
4. It is understood that additional available beam time may be accessed through the NSLS-II General User (GU) proposal process and will be allocated for those highly-rated GU proposals requesting the use of the PU contributed equipment.
5. PU will participate in the stewardship and management of the beamline in the following ways during the term of this Agreement:
  - Participate in discussions on continued evolution of long-term vision and plan for the beamline
  - Become integrated into the respective beamline science program at NSLS-II
  - Participate in developing and implementation of beamline operating schedules and operating procedures that are most beneficial to the user community at beamline
  - Participate in discussions on decisions that affect beamline availability or performance

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6. PU agrees to abide by all NSLS-II beamline development and operations procedures, and contribute the equipment, materials & supplies, and staffing as listed in the submitted PUP or as modified in the Approval Box.
7. PU further agrees to:
  - Ensure that any PU equipment and software used at BNL is reviewed and approved by NSLS-II prior to being placed in service
  - Execute a BNL User Agreement for access and use of NSLS-II (whether Proprietary, Non-Proprietary, or both, as required) in addition to the PU Agreement
  - Submit an annual progress report to the NSLS-II User Office as part of the annual review process by NSLS-II management. In case of sustained poor performance, the PU beam time allocation may be reduced or, in extreme cases, this agreement terminated
  - Comply with all applicable NSLS-II, BNL and DOE rules with regard to admission to and use of NSLS-II, as described in BNL User Agreement.
8. PU agrees to submit a PU beam time request for each run-cycle through the NSLS-II PASS, consistent with this PUA. NSLS-II shall allocate the PU beam time based on the PU beam time request. The PU may elect to request less beam time than awarded by this PUA. In that case, unused PU beam time shall be allocated by NSLS-II.
9. For PU who supports users at NSLS-II, the PU accepts the following additional responsibilities:
  - PU is required to provide all GUs and PUs with training in the proper use of partner owned and/or NSLS-II equipment.
  - PU is required to provide all GUs and PU users with beamline specific training required by NSLS-II, and to assure all GUs and PU users who perform experiments under PU supervision have completed all required training before permitting hands-on work at the facility.
  - PU users are required to ensure that information on Safety Approval Form (SAF) is complete and correct, and only experimental work with an approved and posted SAF is permitted.
  - PU staff are expected to support all users at the level NSLS-II staff are expected to support users.
10. PU may request access to use NSLS-II facilities such as LOB (Laboratory Office Building) laboratories and desk space to perform work under this PUA. NSLS-II management reserves the right to allow or deny use of such facilities, and to determine the requirements for any approved use. The PU agrees to pay the standard space charges for those offices or cubicles that they permanently occupy. Under this PUA, no access to machine shop facilities is authorized.
11. Contributed Equipment Ownership
  - a. Option A. It is agreed that the ownership of all severable property outside the shield wall provided by PU pursuant to this PUA shall remain the property of the PU, and PU shall have the right to remove such property. Severable property is defined as property that can be removed, using reasonable and prudent precautions, without compromising the physical integrity and potential utility of property that is not removed. If PU elects to remove its severable property at its cost and expense, BSA shall reasonably cooperate with PU in facilitating an orderly and timely removal. PU agrees to not remove property in use at the beamline during the term of this PUA, and for as long as the beamline remains in operation as a user facility and its mission, capabilities, and staff expertise remain consistent with the program described in the PUP. PU's property interest shall

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survive termination or non-renewal of this PUA for a period of six (6) months after the termination of said agreement not to remove property. Notwithstanding, PU may at any time request to transfer to DOE the ownership of severable property. BSA will consult with DOE and advise as promptly as possible if it will accept the transfer. Notwithstanding, if the PUA is in effect, PU will continue to be responsible for the operational and ownership costs of maintenance, repairs, consumables and liability.

- b. Option B. It is agreed that the ownership of all severable property outside the shield wall provided by PU pursuant to this PUA shall remain the property of the PU, and the PU shall maintain their contributed equipment for the term of this PUA. PU agrees to transfer the ownership of PU-contributed property to NSLS-II at the end of this PUA term. Significant upgrades to PU-contributed property may be performed by PU or by NSLS-II, based on consensus between the two parties.
- c. Option C. It is agreed that the PU shall start the process to transfer the ownership of the PU-contributed property to NSLS-II at the start of this PUA term. NSLS-II shall be responsible for all operational and ownership costs of maintenance, repairs, consumables and upgrades to the PU-contributed property, based on consensus between the two parties.

|          | Ownership of PU-contributed equipment at start of PUA | Responsible party for maintenance, repairs, & updates during PUA term | Ownership of PU-contributed equipment at end of PUA term | Authority for upgrade to keep equipment best-in-class during PUA term |
|----------|---|---|--|---|
| Option A | PU  | PU  | PU   | Mutual Consensus  |
| Option B | PU  | PU  | NSLS-II  | Mutual Consensus  |
| Option C | PU  | NSLS-II   | NSLS-II  | Mutual Consensus  |

12. For PU Principal Investigator from outside BNL, PU agrees to indemnify and hold harmless DOE, BSA, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the PU, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance or activities conducted under this PUA by DOE, BSA, or persons acting on their behalf, or arising out of the use of or services performed, materials owned or supplied, or information given hereunder by any representative of the PU, and not directly resulting from the fault or negligence of DOE, BSA, or persons acting on their behalf.

13. PU further agrees with the following terms and conditions:

- PU agrees to comply with all NSLS-II operations policy and procedures, including: NSLS-II User Access Policy, NSLS-II safety and operating procedures, training of support staff and users, access to and protection of information, cyber security, guidelines and expectations for user support, and respectful workplace policy.
- All PU-contributed severable equipment is valued based on (a) its suitability of such equipment at the targeted NSLS-II beamline, (b) its potential impact on the scientific capabilities at the beamline and its user community, and (c) its most relevant market value at the start of the PU Agreement term. It is understood that such valuation will typically depreciate over time at an annual depreciation rate based on the expected useful lifespan of the contributed equipment and how well the equipment is maintained and updated by the PU.

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- All PU-contributed software codes for experimental control and data analysis must meet NSLS-II standards and follow NSLS-II software development guidelines.
- 14.** Nothing herein shall prevent BSA from fulfilling its obligations under the terms of its prime contract with the U.S. Department of Energy. Both the PU and NSLS-II agree that any conflict between this PU Agreement and the terms of the BNL User Agreement shall be resolved in favor of the terms of the BNL User Agreement.