

U.S. DEPARTMENT OF ENERGY
National Energy Technology Laboratory
Contributed Funds Agreement Face Page(s)

1. Name of Sponsor: [Insert sponsor organization name]
2. Agreement Number: AGMT-[]
3. Project Title/ Description: [Insert SOW title]
4. Performance Period: [Insert length of time needed for CFA, i.e., one year]
5. Financial:
 - a. Estimated Cost: \$[Cost of Project]
DOE Depreciation/ Organizational Overhead: \$[DOE Admin Cost]
Trial Cost to Sponsor: [If applicable]
 - b. Incremental Funding Approved \$[List monetary amounts and milestones due if cost is over \$25k and incremental funding has been approved]
 - c. Amount Advanced this Action: \$[List the monetary amount due at time of execution (or shortly thereafter)]
 - d. Sponsor shall submit checks to:
National Energy Technology Laboratory
U.S. Department of Energy
Accounts Receivable MS 921-143A
626 Cochrans Mill Road
Pittsburgh, PA 15236-0940
6. NETL Technical Contact:
[Insert name, address, phone, email]
7. NETL Administrative Contact:
Jessica Sosenko
US DOE/NETL
M/S 58 103
P.O. Box 10940
Pittsburgh, PA 15236-0940
412.386.7417
jessica.sosenko@netl.doe.gov
8. Location of Work:
[Insert appropriate NETL site address]
9. Sponsor Program Director:
[Insert name, address, phone, email]
10. Issuing Agency:
National Energy Technology Laboratory
U.S. Department of Energy (DOE)
11. Agreement Terms and Conditions:
This agreement consists of this form plus the following:
 - a. Appendix A: General Terms and Conditions
 - b. Appendix B: Patents/Technical Data Clauses

- c. Appendix C: Statement of Work (and payment schedule, if applicable)
- d. Appendix D: Alternations and Deletions (if applicable)

12. Sponsor Type: [Choose from drop-down menu] State Government

13. Sponsor Acceptance:

Name of Signatory:

Date Signed

14. DOE/NETL Acceptance:

Anthony V Cugini, NETL Director

Date Signed

Appendix A
General Terms and Conditions

1. **TERM.** The term of this Agreement shall commence upon DOE's receipt of the advance funding required in Paragraph 3 below and continue for the performance period stated on the face page, Section 4. Performance of work under this Agreement may be terminated at any time by either party, without liability except as provided hereinafter upon giving 30 days written notice to the other party. DOE shall terminate this Agreement only when such termination is in the best interest of the Government provided, that DOE shall have the right to terminate if the Sponsor fails to advance the funds required by Paragraph 3 below within 90 days of the DOE's execution of this Agreement. In the event of termination the Sponsor shall be responsible for DOE's costs through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Paragraph 2 below.

2. **COSTING.** The total cost to the Sponsor for DOE's performance of work under this Agreement shall not, without the Sponsor's prior consent, exceed the estimated cost set forth in Section 5 of the face page; provided however that DOE shall have no obligation to continue or complete performance of the work if the actual cost of such performance will exceed said estimated cost; and provided further, that said estimated cost shall not operate as a cost limitation of the obligations and liabilities assumed by the Sponsor under other provisions of this Agreement. DOE will provide notice as soon as reasonably practicable if the actual cost to complete performance will exceed the estimated cost so as to allow the Sponsor the opportunity to provide additional funding without an interruption in the performance of the work.

3. **FUNDING AND PAYMENT.** The Sponsor shall provide sufficient funds in advance to reimburse DOE for costs incurred by DOE in performing the work described in this Agreement, and DOE shall have no obligation to perform in the absence of adequate advance funds. DOE will submit an invoice to the Sponsor for advance funding in the amount of the estimated cost of the work unless incremental funding is permitted. If the estimated period of performance exceeds 60 days and the estimated cost exceeds \$25,000, the Sponsor may, with the DOE's consent, advance funds incrementally. In such a case, DOE will initially invoice the Sponsor in an amount sufficient to permit the work to proceed for 60 days and thereafter invoice the Sponsor monthly so as to maintain a 60-day period that is funded in advance. Payment shall be made directly to DOE, and the Sponsor shall identify DOE's Contributed Funds Agreement Number on the check and shall mail all checks for advance payment to the address identified in Section 5c. of the face page. Upon termination or completion of this Agreement, any excess funds shall be refunded by DOE to the Sponsor.

4. **SOURCE OF FUNDS.** The Sponsor hereby warrants and represents that, if the funding it brings to this Agreement was secured through other agreements, such other agreements do not have any terms and conditions (including intellectual property) that conflict with the terms of this Agreement.
5. **PROPERTY.** Unless the parties hereto otherwise agree, all equipment and test apparatus procured with funds provided by the Sponsor shall be disposed of as directed by the Sponsor. Failure of the Sponsor to remove its property from federal property will establish a presumption of abandonment under the federal property regulations.
6. **PUBLICATION MATTERS.** No publicity release (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the Sponsor without prior coordination with DOE. Regarding any technical paper, article, publication or announcement of advances generated in connection with work done under this Agreement during the period of performance of the Agreement or in the future, the publishing party shall provide the other party a 30-day period in which to review and comment on proposed publications. The publishing party shall not publish or otherwise disclose Proprietary Information (as defined in Appendix B) provided by the other party, except as provided by law.
7. **GENERAL DISCLAIMER AND LIMITATION OF LIABILITY.** Neither the federal government nor DOE (or persons acting on their behalf) makes any warranty, express or implied (i) with respect to the accuracy, completeness or usefulness of any information or data to be furnished hereunder; (ii) that the use of any such information or data may not infringe privately owned rights; (iii) that services, information or data to be furnished hereunder will not result in injury or damage when used for any purpose; and (iv) that services, information or data to be furnished hereunder will accomplish intended results or are safe for any purpose. **THE GOVERNMENT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATED TO SERVICES, INFORMATION OR DATA FURNISHED HEREUNDER.**

Neither the federal government nor DOE (or persons acting on their behalf) will be responsible to the Sponsor for any injury to or death of person, for damage to or destruction of property, or for any kind of harm whatsoever to Sponsor resulting from the performance of services or furnishing of materials hereunder. **IN NO EVENT WILL THE FEDERAL GOVERNMENT OR DOE (OR ANY PERSON ACTING ON THEIR BEHALF) BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

8. **INDEMNITY.** The Sponsor agrees to indemnify and hold harmless the Federal Government, DOE, and persons acting on their behalf from (1) all liability,

including costs and expenses incurred, resulting from the Sponsor's use or disclosure of any information in whatever form, furnished hereunder; and (2) all liability to any person or entity including the Sponsor, for injury to or death of persons or other living things or injury to or destruction of property arising out of performance by the Federal Government, DOE, or persons acting on their behalf, and not directly resulting from the fault or negligence of the Government, DOE, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor.

Except for any liability resulting from any negligent acts or omissions of the Federal Government, the Sponsor agrees to indemnify and hold the Federal Government harmless for all damages, costs and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Sponsor, its assignees or licensees, which was derived from the work performed under this Agreement.

9. **NONINTERFERENCE.** The use of a DOE facility and its employees in support of this Agreement can only be authorized on a noninterference basis, i.e., the work performed under this Agreement shall not interfere with work related to the prime mission of the facility. Although DOE's commitment to this effort is equal to its commitment to mission programs, DOE may, for reasons related to national security or exigency, preempt effort in support of this Agreement. Accordingly, neither the Federal Government, nor DOE (or persons acting on their behalf) will be responsible, irrespective of cause, for failure to perform services or furnish information or data hereunder at any particular time or in any specific manner.
10. **REPORTING REQUIREMENTS.** Reports on the work shall be submitted to the Sponsor as described in Appendix C.
11. **PATENT AND TECHNICAL DATA.** Terms and conditions regarding patents and technical data matters are set forth in Appendix B.
12. **COORDINATION.** Technical coordination will be between the Sponsor and the DOE contact identified in Section 6 of the face page. Administrative coordination will be between the Sponsor and the DOE contact identified in Section 7.
13. **ALTERATIONS AND ADDITIONS.** Alterations and additions, if any, as agreed to by the parties prior to execution of this Agreement are attached hereto and incorporated herein. Any agreement to materially alter any terms or conditions of this Agreement after its execution by the Parties shall be valid only if made in writing, and executed by the parties.

14. **ASSIGNMENT.** Neither this Agreement nor any interest or claim hereunder shall be assigned or transferred by either party, except as authorized in writing by the other party to this Agreement.

15. **SIMILAR OR IDENTICAL SERVICES.** DOE shall have the right to perform similar or identical services in the Statement of Work for other sponsors as long as the Sponsor's Proprietary Information is not used.

Appendix B
Patents and Technical Data Clauses

Clause I - Definitions

"Subject Invention" means any invention of the parties to this Agreement that was conceived or first actually reduced to practice in the performance of work under this Agreement.

"Generated Information" means information produced in the performance of this Agreement.

"Government" means the United States of America and agencies thereof.

"Proprietary Information" means information developed at private expense outside of this Agreement that embodies (i) trade secrets or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552(b)(4)), and is marked as Proprietary Information.

"Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works distributed to the public, and perform publicly or display publicly in any manner or for any purpose, or to permit others to do so.

Clause II - Intellectual Property Indemnity - Limited

The Sponsor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyright or other intellectual property arising out of any acts required or directed by the Sponsor to be performed under the Agreement to the extent such acts are not normally performed at the facility. Such indemnity shall not apply to a claimed infringement which is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

Clause III- Notice and Assistance Regarding Patent and Copyright Infringement

The Sponsor shall report to the DOE NETL promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the DOE NETL, when requested by the DOE NETL, all evidence and information in the possession of the Sponsor pertaining to such claim.

Clause IV - Rights in Generated Information

The Sponsor and the Government shall have unlimited rights in all Generated

Information produced or provided under this Agreement, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection, or marked as being copyrighted or Proprietary Information.

Clause V - Proprietary Information

Each Party agrees to not disclose Proprietary Information provided by the other Party to anyone other than the providing Party without the written permission of the providing Party, except to Government employees who are subject to 18 U.S.C. 1905. The obligations relating to the disclosure of Proprietary Information shall end if any such information becomes inadvertently publicly known or is developed independently by another who did not have access to the information under this Agreement.

Clause VI - Rights in Subject Inventions

The DOE shall retain title to each Subject Invention. In the event that the DOE informs the Sponsor that it elects to retain title to a Subject Invention made jointly by a Sponsor employee and a DOE employee, the Sponsor agrees to assign to the DOE or to obtain such assignment of the right, title and interest it has in and to such joint Subject Invention.

The Sponsor may petition the DOE for title to any Subject Invention made exclusively by its employee(s). Disposition of rights in Subject Inventions shall be consistent with Section 9 of the Federal Non-nuclear Energy Research and Development Act of 1974, 42 U.S.C. 5908, and with the considerations and procedures set out in 10 CFR 784.

Appendix C
Statement of Work

[Insert SOW here]