

Memorandum of Understanding

Between

[Full Name of Participant]

and the

United States Department of Energy
National Energy Technology Laboratory

I. Purpose

The purpose of this Memorandum of Understanding (MOU) between the National Energy Technology Laboratory (hereinafter "NETL") of the United States Department of Energy (DOE) and [Full Name of Participant] (hereinafter "Nickname of Participant") is to establish a cooperative arrangement between them in the areas of _____. NETL and [Nickname of Participant] may be referred to individually as "Participant" and jointly as "Participants."

II. Funding

The Participants intend to coordinate their activities under this MOU with each Participant providing funding for its activities.

III. Specific Projects

The work performed under this MOU may include the following:

[insert specific projects]

[use words like "intend to", "may"]

IV. Intellectual Property

The Participants intend that any intellectual property that is owned or controlled by a Participant prior to the commencement of cooperation under this MOU, or which is acquired or developed by either Participant during this MOU, is to remain at all times owned or controlled by said Participant.

V. Publication Rights

Neither Participant should publish information relating to collaborative activities under

this MOU, including data or interpretations resulting from these activities (“Collaboration Information”), without written consent of the other Participant. The Participants should cooperate, as feasible, to release jointly to the public the Collaboration information. In the event one Participant intends to separately publish such information, that Participant should submit a draft of any such publication to the other Participant for a 30-day review period prior to release.

VI. Third Party Claims

It is the Participant’s intention that each Participant will be responsible for claims, losses, damages, and expenses which are proximately caused by the acts or omissions of that Participant or its employees, agents or representatives acting within the scope of their employment.

VII. Communications

The Participants have designated the points of contact listed below:

NETL

Technical Contact:

[Name]

Department of Energy

3610 Collins Ferry Rd

P.O. Box 880

Morgantown, WV 26507-0880

Phone:

Email:

Administrative Contact:

Jessica Sosenko

Department of Energy, NETL

626 Cochrans Mill Road

P.O. Box 10940

Pittsburgh, PA 15236-0940

Phone: 412.386.7417

Email: Jessica.Sosenko@netl.doe.gov

[Name of Participant]

Technical Contact:

[INSERT NAME]

[ADDRESS]

[PHONE]

[EMAIL]

Administrative Contact:

[INSERT NAME]

[ADDRESS]

[PHONE]

[EMAIL]

The administrative contacts are to serve as the communication link between the Participants. The technical contacts are to coordinate activities conducted under this MOU to ensure their effective implementation.

VIII. General Consideration

This MOU does not impose any legally binding obligations upon either Participant.

IX. Commencement, Modification, And Discontinuation

A. Cooperative activities under this MOU may commence upon signature of the Participants and continue for a [] year period, unless terminated in accordance with paragraph C. of this Section IX.

B. This MOU may be modified in writing by the Participants' mutual consent.

C. Each Participant may discontinue its cooperation under this MOU at any time. A Participant that wishes to discontinue its cooperation under this MOU should endeavor to provide 30 calendar days written notice to the other Participant.

ACCEPTANCE:

FOR [Full Name of Participant]:

FOR National Energy
Technology Laboratory:

BY: _____

[INSERT NAME]

[INSERT TITLE]

BY: _____

Grace M. Bochenek, Ph.D.
Director

DATE: _____

DATE: _____