

MEMORANUM OF UNDERSTANDING (hereinafter "MOU") No. AGMT-XXXX

BETWEEN

**U.S. DEPARTMENT OF ENERGY
NATIONAL ENERGY TECHNOLOGY LABORATORY (hereinafter "NETL")**

AND

PARTICIPANT (hereinafter "Participant")

both being hereinafter referred to singly as "Party" and jointly as "Parties"

I. PURPOSE

The purpose of this MOU is to establish an arrangement for cooperation in the areas of _____.

II. FUNDING

The Parties intend to coordinate their activities under this MOU with each Party providing funding for its own activities.

III. SPECIFIC PROJECTS

The work performed under this MOU may include the following:

[insert list of specific projects - use words like "intend to", "may"]

IV. INTELLECTUAL PROPERTY

It is the intention of the Parties that any intellectual property right which is owned or controlled by either Party prior to the date of this MOU, or which is acquired or developed by a Party independently of its work under this MOU, shall at all times continue to be owned or controlled by said Party. It is the intention of the Parties that rights in any invention conceived or first actually reduced to practice by any employee of a Party within the Specific Projects of this MOU shall be governed by the patent policy of Section 9 of the Federal Non-Nuclear Energy Research and Development Act of 1974, 42 U.S.C. 5908.

V. PUBLICATION RIGHTS

Neither Party 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 Party. The Parties should cooperate,

as feasible, to release jointly to the public the Collaboration information. In the event one Party intends to separately publish such information, that Party should submit a draft of any such publication to the other Party for a 30-day review period prior to release.

VI. THIRD PARTY CLAIMS

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

VII. COMMUNICATIONS

The Parties have designated the points of contact listed below:

NETL

Technical Contact:

NAME OF NETL POC

Department of Energy
626 Cochran's Mill Road
P.O. Box 10940
Pittsburgh, PA 15236-0940
Phone: 412.386.XXXX
Email: EMAIL

OR

Department of Energy
3610 Collins Ferry Rd
P.O. Box 880
Morgantown, WV 26507-0880
Phone: 304.285.XXXX
Email: EMAIL

OR

Department of Energy
1450 SW Queen Ave
Albany, OR 97321-2198
Phone: 541.xxx.xxxx
Email: EMAIL

Administrative Contact:
Jessica Lamp
Department of Energy

626 Cochrans Mill Road
P.O. Box 10940
Pittsburgh, PA 15236-0940
Phone: 412.386.7417
Email: jessica.lamp@netl.doe.gov

Participant

Technical Contact:

NAME
ADDRESS
PHONE
EMAIL

Administrative Contact:

NAME
ADDRESS
PHONE
EMAIL

The administrative contacts are to serve as the communication link between the Parties. 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 Party.

IX. COMMENCEMENT, MODIFICATION, AND DISCONTINUATION

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

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

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

SIGNATORIES

FOR Department of Energy:

FOR Participant:

BY: _____
Sean I. Plasynski, Ph.D.
Director (Acting), NETL

BY: _____
NAME
TITLE

DATE: _____

DATE: _____

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