

<p align="center"><b>DOE-FUNDED TECHNICAL ASSISTANCE PILOT AGREEMENT</b> <b>(hereinafter "TAPA")</b></p>	<p>Date: Agreement:</p>
<p><b>TO:</b> [Requestor] ("REQUESTOR") Address: Contact Name: Contact Phone Number: Contact Email:</p>	<p><b>FROM:</b> [DOE National Laboratory] Address: Contact Name: Contact Phone Number: Contact Email:</p>
<p><b>[CONTRACTOR], as Management and Operating Contractor for the [DOE National Laboratory] ("CONTRACTOR"), under its U.S. Department of Energy Contract No. _____ to operate the [DOE National Laboratory] ("M&amp;O Contract"), agrees to provide the technical assistance described below at no cost to the REQUESTER (a U.S. based company) in accordance with the terms and conditions enumerated in this TAPA.</b></p>	
<p><b>Task Title:</b>  <b>Field of Use:</b></p>	
<p><b>The activities to be performed under this TAPA will be:</b></p>	
<p><b>REQUESTER ACCEPTANCE</b></p> <p>Signature: _____ Title: _____ Date: _____</p>	<p><b>CONTRACTOR ACCEPTANCE</b></p> <p>Signature: _____ Title: _____ Date: _____</p>

**TERMS AND CONDITIONS OF AGREEMENT**

1. CONTRACTOR agrees that all information obtained by Contractor through the work described herein shall be made available to the REQUESTER at any reasonable time during the CONTRACTOR's working hours subject to the terms and conditions of this TAPA, and that the CONTRACTOR will communicate to the REQUESTER information developed under and pertinent to this TAPA.
2. The REQUESTER understands that the CONTRACTOR does not endorse products or services, nor did it undertake this TAPA for advertising, sales promotion, or endorsement of the REQUESTER. Therefore, REQUESTER agrees that it will not use the name or any marks of the CONTRACTOR, the NATIONAL LABORATORY, or the U.S. government including but not limited to the United States Department of Energy or use any portion of the CONTRACTOR's reports, for advertising, promotional purposes, raising of capital, recommending investments, or in any way that implies endorsement except with prior written approval from an officer of the CONTRACTOR responsible for such matters. The CONTRACTOR does not undertake TAPAs for the purposes of litigation or to assign fault or blame and does not provide expert witness services. Therefore, REQUESTER agrees not to use any TAPA results in any dispute, litigation, or other legal action. Notwithstanding the foregoing, REQUESTER may comply with a lawfully issued subpoena which requires the production of such report.
3. In view of the nature of the work contemplated under this TAPA which shall not include any research and development, the CONTRACTOR's responsibility shall be limited to applying reasonable efforts in the performance of the work by competent staff within the limits of the time and funds available.
4. The CONTRACTOR may terminate this TAPA at any time if the CONTRACTOR determines that termination is in the CONTRACTOR's or the U.S. Government's interest.

5. Neither the CONTRACTOR, the U.S. Department of Energy (DOE), nor persons acting on their behalf, MAKE ANY WARRANTY, EXPRESS OR IMPLIED: (A) WITH RESPECT TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY SERVICES, MATERIALS, OR INFORMATION FURNISHED; (B) THAT THE USE OF ANY SUCH SERVICES, MATERIALS, OR INFORMATION MAY NOT INFRINGE PRIVATELY OWNED RIGHTS; OR (C) THAT THE SERVICES, MATERIALS, OR INFORMATION FURNISHED WILL BE ADEQUATE OR SAFE FOR ANY PURPOSE OR WILL ACCOMPLISH ANY RESULTS OR PURPOSE. FURTHERMORE, CONTRACTOR AND THE DOE HEREBY SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, FOR ANY PRODUCTS MANUFACTURED, USED OR SOLD by the REQUESTER. Neither the CONTRACTOR nor the DOE shall be liable for consequential damages in any event. Furthermore, the REQUESTER will indemnify and hold harmless the CONTRACTOR and the DOE from any loss by the REQUESTER or third parties arising out of or resulting from utilization of any such information, apparatus, method or process.
6. It is understood that the CONTRACTOR and its employees do not, and will not, have comprehensive knowledge of the uses the REQUESTER will make of the technical assistance provided by this TAPA. The REQUESTER assumes all responsibility to conduct whatever surveys, studies, test samplings and other activities that are needed to ensure the marketing and ultimate use of safe, efficient, and reliable products and services.
7. For a period of time extending 5 years from the expiration of this TAPA, the REQUESTER and the CONTRACTOR are obligated to participate in an evaluation of the downstream impacts of work performed by the CONTRACTOR through the execution of this TAPA. Participation in this evaluation includes, but is not limited to, providing pertinent business and technological information to a third-party evaluator, working directly with the DOE, on an on-going basis. The evaluator collecting and assessing the information from the REQUESTER and the CONTRACTOR is authorized to use collected information solely for the purpose of developing a DOE-sponsored and managed evaluation report.
8. Neither REQUESTER nor the CONTRACTOR shall exchange information under this TAPA that it considers to be proprietary and not subject to further disclosure. If the parties mutually determine that there is a need to exchange proprietary information they will enter into a separate written Non-Disclosure Agreement establishing the terms and conditions of such exchange.
9. It is recognized that employees of the CONTRACTOR will at all times remain subject to their employment agreement with the CONTRACTOR, and that any inventions or copyrightable data made or developed by said employees will be governed by provisions of CONTRACTOR's prime contract, \_\_\_\_\_, with the DOE.
10. The REQUESTER and the CONTRACTOR do not intend to use this TAPA to develop valuable intellectual property. Nonetheless, in the event that an copyrightable work is developed ("Copyrightable Work") or an invention is conceived or first actually reduced to practice by the CONTRACTOR in the performance of work under this TAPA ("Subject Invention") the rights and requirements with the respect to that Copyrightable Work or Subject Invention will be governed by the provisions of the M&O Contract. To the extent it is able to do so, the CONTRACTOR will grant the REQUESTER, a paid-up, royalty-free, nonexclusive license, without the right to sublicense, in and to any Copyrightable Work or Subject Invention for a limited Field of Use as specified on the first page of this TAPA. Any license will be subject to provisions required under the M&O Contract and subject to the REQUESTOR agreeing to substantially manufacturing in the U.S. any products that embody or are made through the use of the licensed Copyright Work or Subject Invention.
11. General Indemnity. The REQUESTOR agrees to indemnify and hold harmless the Government, the CONTRACTOR, and persons acting on their behalf from all liability, including costs and expenses incurred, to

any person, including the REQUESTOR, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of this TAPA by the Government, the CONTRACTOR, 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 REQUESTOR, and not directly resulting from the fault or negligence of the Government, the CONTRACTOR, or persons acting on their behalf.

12. Product Liability Indemnity. Except for any liability resulting from any negligent acts or omissions of the Government or the CONTRACTOR, the REQUESTOR agrees to indemnify the Government and the CONTRACTOR 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 REQUESTOR, its assignees, or licensees, which was derived from the work performed under this TAPA. In respect to this paragraph, neither the Government nor the CONTRACTOR shall be considered assignees or licensees of the REQUESTOR, as a result of reserved Government and CONTRACTOR rights. The indemnity set forth in this paragraph shall apply only if the REQUESTOR shall have been informed as soon and as completely as practical by the Government and/or the CONTRACTOR of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Government and/or CONTRACTOR shall have provided all reasonably available information and reasonable assistance requested by the REQUESTOR. No settlement for which the REQUESTOR would be responsible shall be made without the REQUESTOR's consent unless required by final decree of a court of competent jurisdiction.
13. No modification to this Agreement shall be valid unless in writing and signed by an authorized representative of the CONTRACTOR and the REQUESTER. This Agreement represents the entire understanding between the parties, and supersedes all other prior agreements, express or implied, between the parties concerning the subject matter of this Agreement.