WORK FOR OTHERS AGREEMENT NO. 858P6

BETWEEN

THE UNIVERSITY OF CHICAGO
AS OPERATOR OF ARGONNE NATIONAL LABORATORY
OPERATING UNDER PRIME CONTRACT NO. W-31-109-ENG-38
FOR THE
U. S. DEPARTMENT OF ENERGY

AND

ELECTRIC POWER RESEARCH INSTITUTE

AND

FRAMATOME ANP, INC.

The obligations of the UNIVERSITY OF CHICAGO, as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.

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GENERAL TERMS AND CONDITIONS

ARTICLE I. - PARTIES TO THE AGREEMENT

The UNIVERSITY OF CHICAGO as operator of ARGONNE NATIONAL LABORATORY operating under Prime Contract No. W-31-109-ENG-38 for the U. S. DEPARTMENT OF ENERGY, hereinafter referred to as the "Laboratory," has been requested by ELECTRIC POWER RESEARCH INSTITUTE, hereinafter referred to as the "Sponsor," and by FRAMATOME ANP, INC., hereinafter referred to as the "Co-Sponsor," ("Sponsors" shall hereinafter refer to both Sponsor and Co-Sponsor) to perform the work on a best effort basis as set forth under Work For Other (WFO) Proposal No. P-04169, attached hereto as Appendix A. It is understood by the Parties that, except for the intellectual property provisions of this Agreement, the Laboratory is obligated to comply with the terms and conditions of its Agreement with the United States Government (hereinafter called the "Government") represented by the United States Department of Energy (hereinafter called the "Department" or "DOE") when providing goods, services, products, processes, materials, or information to the Sponsors under this Agreement. It is further understood by the Parties that Sponsor shall have the Project Management Lead of this Agreement.

ARTICLE II. - TERM OF THE AGREEMENT

The Laboratory estimated period of performance for completion of the Statement of Work is twenty-six (26) months. The term of this Agreement shall begin as of the date on which it is signed by the last of the Parties thereto.

ARTICLE III. - COSTS

A. The Laboratory estimated cost for the work to be performed under this Agreement is $2,359,766.00. The amount authorized through September 30, 2005 is $1,220,000.00.

B. The payment of the estimated total costs shall be divided between Sponsor (70%) and Co-Sponsor (30%) (ref. Table 1 in Article IV(A)).

C. The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.

ARTICLE IV. - FUNDING AND PAYMENT

The Sponsors shall pay the Laboratory advance payments by fiscal quarter upon receipt of invoices in accordance with the following prepayment schedule.

A. Invoicing and Payment

Sponsor and Co-Sponsor shall provide Prepayments to Laboratory in accordance with the following schedule. The initial Prepayment of $220,000 shall be made upon receipt of invoices for this amount after execution of the Agreement. Thereafter the scheduled prepayments in Table 1 below shall be made upon receipt of invoices from Laboratory. It is understood that the prepayments may be accelerated or delayed due to changes in scheduling but in no event shall the Laboratory perform work absent adequate funding on-hand.

TABLE 1
PAYMENT SCHEDULE

PREPAYMENT SCHEDULE	Total	Sponsor's	Co-Sponsor's
	Payment Amount	Payment Amount	Payment Amount
Initial Prepayment (estimated cost of work up to April 30, 2005)	$220,000	$100,000	$120,000
TOTAL AUTHORIZED FUNDING	$220,000	$100,000	$120,000
FUNDING/PREPAYMENTS			
March 31, 2005	$260,000	$200,000	$60,000
June 30, 2005	$260,000	$200,000	$60,000
September 30, 2005	$260,000	$200,000	$60,000
December 31, 2005	$340,000	$240,000	$100,000
March 31, 2006	$340,000	$240,000	$100,000
June 30, 2006	$340,000	$240,000	$100,000
September 30, 2006	$339,766	$232,054	$107,712
TOTAL ANTICIPATED FUNDING	$2,139,766	$1,552,054	$587,712
TOTAL ACTUAL AND ANTICIPATED FUNDING	$2,359,766	$1,652,054	$707,712

B. Monthly Memo Vouchers. Once each month during the Agreement term, the Laboratory shall send a voucher to the Sponsors showing the costs incurred for the pervious month.

C. Applicable Currency. All payments due the Laboratory under this Agreement, including cost estimates and obligations of funds, shall be in United States dollars (U.S.$).

ARTICLE V. - SOURCE OF FUNDS

The Sponsors hereby warrant and represent that the funding they bring to this Agreement does not include any federal funds, and there are no other agreements that have terms and conditions including intellectual property conflicting with this Agreement.

ARTICLE VI. – PROPERTY & DISPOSITION

A. Unless the Parties otherwise agree in writing, each piece of equipment having a value in excess of $5,000.00 produced or acquired with funds provided by the Sponsors shall be disposed of as instructed by the Sponsor, and any and all costs associated with the disposal of such property shall be at the Sponsors expense. Any piece of equipment produced or acquired under $5,000.00 shall become property of the Government.

B. All equipment produced or acquired with funds provided by the Sponsors which may be used in the testing procedures and subsequently become contaminated shall become the property of the United States Department of Energy and disposal of the property shall be the responsibility of the Government.

C Any future testing activities performed by the Laboratory beyond the scope of work set forth in Attachment A or what is required for characterization for final disposal on any of the remaining sections of fuel rods and guide tubes ("irradiated Program Materials") shall require a separate agreement between the Laboratory or any future testing sponsor and the Sponsors. Agreement from the Sponsors to conduct future testing activities on the irradiated Program Materials shall not be unreasonably withheld and any reasons for disapproval shall be specifically stated in writing. In no case, however, will DOE allow the Laboratory to conduct examinations on the irradiated Program Materials for any competitor of Sponsors.

The above constraints expire 10 years after the expiration date of this Agreement. An extension may be requested by the Sponsors with specific justification.

D. The United States Department of Energy is ultimately responsible for the approved packaging and final disposition in the federal waste repository (or other approved waste disposal site) of all irradiated Program Materials, including remaining sections or remnants of fuel rods and guide tubes, after any future testing activities cease. The Sponsors are liable for the incremental costs for this packaging and disposition. This amount, is included in the cost estimate in Article III.A, and will be included in the final invoice. Upon expiration of the Agreement after activities under Appendix A are completed, all of Sponsors' financial obligations regarding the Program Materials shall cease. The Sponsors shall not be responsible for any costs incurred from temporary storage after the Appendix A period of performance while the materials are being held for future research.

ARTICLE VII. – PUBLICATION MATTERS

A. Publication Matters

The publishing Party shall provide the other Parties a thirty (30) day period in which to review and comment on proposed publications prepared under this Agreement that disclose technical developments and/or research findings generated in the course of this Agreement. The publishing Party shall not publish or otherwise disclose Proprietary Information identified by the other Party, except as provided by law.

B Proprietary Information

"Proprietary Information" means information that is developed at private expense, is marked as Proprietary Information, and embodies (1) trade secrets or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552(b)(4)).

All information and data which is claimed by the Sponsors to be Proprietary Information or other sensitive technical, business or financial data and which is conveyed by the Sponsors to the Laboratory shall be so identified and marked by the Sponsors at the time it is conveyed to the Laboratory. The Laboratory agrees that during and after the term of the Agreement it will not use any Proprietary Information except in accordance with the provisions and for the purposes of this Agreement, and will not disclose any Proprietary Information to any third party without the prior written consent of the Sponsor or Co-Sponsor, as appropriate for the designated information, other than government employees (subject to 18 USC§1905) or contractors of DOE, such contractors having agreed to keep the data confidential, and whose access to the data is necessary for the purposes of this Agreement.

C. The provisions of this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII. - LEGAL NOTICE

The Parties agree that the following legal notice shall be affixed to each report furnished to the Sponsors under this Agreement and to any report resulting from this Agreement which may be distributed by the Sponsors:

THIS MATERIAL WAS PREPARED AS AN ACCOUNT OF WORK SPONSORED BY ELECTRIC POWER RESEARCH INSTITUTE AND FRAMATOME ANP. NEITHER THE AUTHORS, UNITED STATES GOVERNMENT NOR ANY AGENCY THEREOF, NOR THE UNIVERSITY OF CHICAGO, NOR ANY OF THEIR EMPLOYEES OR OFFICERS, NOR THE SPONSORS, MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS. REFERENCE HEREIN TO ANY SPECIFIC COMMERCIAL PRODUCT, PROCESS, OR SERVICE BY TRADE NAME, TRADEMARK,

MANUFACTURER, OR OTHERWISE, DOES NOT NECESSARILY CONSTITUTE OR IMPLY ITS ENDORSEMENT, RECOMMENDATION, OR FAVORING BY THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF. THE VIEW AND OPINIONS OF AUTHORS EXPRESSED HEREIN DO NOT NECESSARILY STATE OR REFLECT THOSE OF THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF.

ARTICLE IX. - DISCLAIMER

THE GOVERNMENT AND THE LABORATORY MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS WORK FOR OTHERS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. NEITHER THE GOVERNMENT NOR THE LABORATORY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS WORK FOR OTHERS AGREEMENT.

ARTICLE X. GENERAL INDEMNITY - (RESERVED)

ARTICLE XI. – PRODUCT LIABILITY INDEMNITY – (RESERVED)

ARTICLE XII. - INTELLECTUAL PROPERTY INDEMNITY - LIMITED

The Sponsors shall indemnify the Government and the Laboratory and their 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 Sponsors to be performed under this Agreement to the extent such acts are not already performed at the facility. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the Sponsors unless required by a court of competent jurisdiction.

ARTICLE XIII. - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

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

ARTICLE XIV. - PATENT RIGHTS

(a) Definitions

(1) "Sponsor(s)" are defined in Article 1, Parties to the Agreement.

(2) "Subject Invention" means any invention or discovery of the Facility Operator or, to the extent the Sponsor or Co-Sponsor is performing any work under this agreement, of the Sponsors, conceived in the course of or under this agreement, or in the case of an invention previously conceived by the Sponsors, first actually reduced to practice in the course of or under this agreement. An invention conceived by the Facility Operator outside this agreement, but first actually reduced to practice in the course of or under this agreement, may also be considered a "Subject Invention" if specifically identified as such in this agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.

(3) "Facility Operator" means the operating contractor which manages and operates the Government-owned, contractor-operated facility where the work under this agreement is to be performed.

(4) "Patent Counsel" means the DOE Patent Counsel assisting the procuring activity.

(b) Invention Disclosures and Reports

(1) The Sponsor shall furnish the Patent Counsel and the Facility Operator:

(i) A written report containing full and complete technical information concerning each of its Subject Inventions within six (6) months after conception or first actual reduction to practice whichever occurs first in the course of or under this agreement, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Sponsors. The report shall identify the agreement and inventors and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains, a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention;

(ii) A final report on a DOE-approved form within three (3) months after completion of the agreement work, listing all Subject Inventions of its own and certifying that all Subject Inventions have been disclosed or that there were no such inventions.

(2) The Sponsors agree that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to the agreement.

(3) The Facility Operator shall report Subject Inventions it makes in accordance with the procedures set forth in the Prime Contract with DOE. In addition, the Facility Operator shall disclose to the Sponsors at the same time as disclosure to DOE any Subject Inventions under this agreement, by providing a written report in the format prescribed in paragraph (b)(1)(i) above.

(c) Allocation of Principal Rights

(1) Assignment to the Government. The Sponsors and the Facility Operator agree to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Sponsors and/or Facility Operator under paragraph (c)(2) and (d) of this clause.

(2) Greater Rights Determinations. The Sponsors, Facility Operator or their employee-inventors with authorization of the employer may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the procedure and criteria of 10 CFR 784.8. A request for a determination of whether the Sponsors, Facility Operator or the employee-inventor is entitled to retain such greater rights must be submitted to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure of the invention pursuant to paragraph (b) of this clause, or not later than nine (9) months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Sponsors or Facility Operator. The information to be submitted for a greater rights determination is specified in 10 CFR 784.9.

(d) Minimum Rights to the Sponsors or Facility Operator

The Sponsors reserve an irrevocable, nonexclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquires the title. The license shall extend to the Sponsors' domestic subsidiaries and affiliates, if any, within the corporate structure of which the Sponsors are a part and shall include the right to grant sublicenses of the same scope to the extent the Sponsors were legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Sponsors' business to which the invention pertains.

(e) Employee Agreements

Unless otherwise authorized in writing by the Contracting Officer, the Sponsors and the Facility Operator shall obtain patent agreements to effectuate the provisions of the Patent Rights clause from all persons who perform any part of the work under this contract except non-technical personnel, such as clerical employees and manual laborers.

(f) Atomic Energy

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Sponsors or Facility Operator or their employees with respect to any inventions or discovery made or conceived in the course of or under the contract.

(2) Except as otherwise authorized in writing by the Contracting Officer, the Sponsors and the Facility Operator will obtain patent agreements to effectuate the provisions of paragraph (f)(1) of the clause from all persons who perform any part of the work under this contract, except non-technical personnel, such as clerical employees and manual laborers.

(g) Publication

A final report will be submitted by the Laboratory documenting the results of the project. In order that information concerning scientific or technical developments conceived or first actually reduced to practice in the course of or under the contract is not prematurely published so as to adversely affect patent interest of DOE, the Sponsors and the Facility Operator agree to submit to the Patent Counsel for patent review a copy of the final report produced from the project sixty (60) days prior to its intended publication date. The Sponsors and the Facility Operator may publish such information after expiration of a sixty (60) day period following such submission or prior thereto if specifically approved by the Patent Counsel, unless the Sponsors and Facility Operator respectively, are informed (in writing within the sixty (60) day period) that in order to protect patentable subject matter, publication must further be delayed. In this event, publication shall be delayed up to one-hundred (100) days beyond the sixty (60) day period or such longer period as mutually agreed to. Any paper submitted prior to the final report shall also undergo the review discussed above.

(h) Limitation of Rights

Nothing contained in this Patent Rights article shall be deemed to give the Government any rights with respect to any invention other than a Subject Invention except as set forth in the Facilities License of paragraph (i).

(i) Facilities License

In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this agreement, the Sponsors and the Facility Operator agree to and do hereby grant to the Government an irrevocable, nonexclusive paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Sponsors or the Facility Operator as the case may be, which at any time through completion of this agreement are owned or controlled by the Sponsors or the Facility Operator as the case may be and are incorporated in the facility as a result of this agreement to such an extent that the facility is not restored to the condition existing prior to the agreement (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents herein licensed.

ARTICLE XV - RIGHTS IN TECHNICAL DATA - USE OF FACILITY

The terms of the Rights in Technical Data article of the Prime Contract W-31-109-ENG-38 between the University of Chicago and the United States Department of Energy for operation of Argonne National Laboratory shall apply to work performed under this agreement. Further, the Sponsors shall have unlimited rights to all technical data first produced in the performance of the work under this agreement. Unlimited rights means right to use, duplicate or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and permit others to do so.

ARTICLE XVI. - ASSIGNMENT

Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by any Party, except as authorized in writing by the other Parties to this Agreement, provided, the Laboratory may transfer it to the Department, or its designee, with notice of such transfer to the Sponsors, and the Laboratory shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement.

ARTICLE XVII. - SIMILAR OR IDENTICAL SERVICES

The Government and/or Laboratory shall have the right to perform similar or identical services in the Statement of Work (SOW) for other sponsors as long as the Sponsors' Proprietary Information is not utilized.

ARTICLE XVIII. - EXPORT CONTROL

Each Party is responsible for its own compliance with laws and regulations governing export control.

ARTICLE XIX. - TERMINATION

Performance of work under this Agreement may be terminated at any time by anyParty, without liability, except as provided herein, upon giving a thirty (30) day written notice to the other Parties. Such notice will be effective upon receipt of written notice by the other Parties. In the event of termination, the Sponsors shall be responsible for the Laboratory's costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsors as described in Article III, above.

It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of this Agreement.

ARTICLE XX - APPLICABLE LAW

The Parties shall attempt to jointly resolve all disagreements arising from this Agreement. If the Parties are unable to jointly resolve a disagreement within a reasonable period of time after submission of the disagreement for resolution, said disagreement shall be adjudicated in a court of competent jurisdiction in the State of Illinois or the State of Idaho. To the extent that there is no applicable U.S. Federal law, this Agreement and performance thereunder shall be governed by the law of the State of Illinois or the State of Idaho.

ARTICLE XXI - SPONSOR'S RIGHTS IN SUBJECT INVENTIONS

Sponsors shall have ninety (90) days from receipt of the written disclosure of a Laboratory Subject Invention pursuant to Article XIV(b)(3) or sixty (60) days after termination of this Agreement, whichever is later, to notify the Laboratory in writing of an intent by Sponsors to acquire an exclusive license in said Laboratory Subject Invention. Sponsors shall have ninety (90) days from the Laboratory's receipt of a written disclosure of a Sponsor's or Co-Sponsor's Subject Invention pursuant to Article XIV(b)(1) or sixty (60) days after termination of this Agreement, whichever is later, to notify the Laboratory in writing of an intent by Sponsor's or Co-Sponsor's to acquire an exclusive license in said Sponsor's or Co-Sponsor's Subject Invention. The Laboratory agrees that for each Subject Invention to which the Sponsors request rights, the Laboratory shall petition DOE for title to such Subject Invention, and if the waiver of title is granted in such Subject Invention, to enter into good faith negotiations with Sponsor's or Co-Sponsor's for an exclusive right and license for reasonable compensation in a limited field of use.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

FOR THE UNIVERSITY OF CHICAGO
(As Operator of ARGONNE NATIONAL LABORATORY):

Name Michael E. Bartos
Michael E. Bartos
Title Chief Financial Officer

Date 12/17/04

FOR ELECTRIC POWER RESEARCH INSTITUTE:

Name _____

Title _____

Date _____

FOR FRAMATOME ANP, INC.:

Name _____

Title _____

Date _____