

**Strategic Partnerships Project Agreement No. FP00010664**  
**Between**  
**The Regents of the University of California**  
**as the Management and Operating Contractor for the**  
**Ernest Orlando Lawrence Berkeley National Laboratory**  
**Operating Under Prime Contract No. DE-AC02-05CH11231 for the**  
**U. S. Department of Energy**  
  
**And**  
**SURAO - Radioactive Waste Repository Authority**  
**(each a "Party")**

The obligations of the above-identified DOE Contractor shall apply to any successor in interest to said Contractor continuing the operation of the DOE facility involved in this Work for Other Agreement.

**ARTICLE I. PARTIES TO THE AGREEMENT**

The Regents of the University of California as the U.S. Department of Energy Management and Operating Contractor for the Ernest Orlando Lawrence Berkeley National Laboratory, hereinafter referred to as the "Contractor," has been requested by SURAO - Radioactive Waste Repository Authority hereinafter referred to as the "Sponsor," to perform the work set forth in the DECOVALEX Statement of Work, attached hereto as Appendix A. It is understood by the Parties that the Contractor is obligated to comply with the terms and conditions of its M&O contract 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 Sponsor under this Agreement.

**ARTICLE II. TERM OF THE AGREEMENT**

The Contractor estimated period of performance for completion of the Statement of Work is April 1, 2020 through March 31, 2024. The term of this Agreement shall be effective as of the latter date of (1) the date on which it is signed by the last of the Parties thereto, or (2) the date on which it is approved by DOE, or (3) the receipt of the advance payment, as required under Article IV.

Notwithstanding the above, the Contractor may elect to temporarily authorize use of its own funds to enable the start of work prior to the receipt of Sponsor's advance payment required in Article IV. The temporary use of Contractor's funds does not relieve the Sponsor's requirement to provide the advance payment on a timely basis as required in Article IV and any costs charged to temporary Contractor funds shall be allowable and reimbursable by the Sponsor under this Agreement. If Contractor's funds are used, the effective date shall be the date the funds are approved.

**ARTICLE III. COSTS**

- A. The Contractor estimated cost for the work to be performed under this Agreement is \$91,479.08.
- B. The Contractor has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.
- C. The Contractor agrees to provide at least thirty (30) days notice to the Sponsor if the actual cost to complete performance will exceed its estimated cost.

#### **ARTICLE IV. FUNDING AND PAYMENT (Scheduled Payments)**

The Sponsor shall pay the Contractor the following advance payments:

- A. Payments. The Sponsor shall advance the following amounts at the times shown:

<u>Amount Due</u>	<u>Date Due</u>
\$22,869.77	April 1, 2020
\$22,869.77	January 1, 2021
\$22,869.77	January 1, 2022
\$22,869.77	January 1, 2023

The contractor will issue an invoice for the first installment prior to beginning work on the project. In addition, the contractor will issue installment invoices for the remaining installments in accordance with the payment due dates above.

All advance payments must be made in US dollars. For foreign wire transfers, please add \$30 to the invoice amount to cover payment charges levied by the sponsor's banking institution.

- B. Monthly Expense Statements.

When work commences, monthly expense statements showing actual costs incurred for the month and the balance remaining in the account are mailed to the sponsor for information only. The expense statements are not requests for payment.

If the estimated cost is increased during the project or the project is expected to be renewed, an additional advance may be requested of the sponsor. Contractor is not obligated to continue an agreement unless it is holding an adequate advance.

Upon completion of the project there will be a reconciliation of the total costs incurred to total payments received and any remaining advance will be returned to the Sponsor.

- C. The sponsor shall provide its Purchase Order number if applicable and the name, address, and other contact information, of the person or department who will be making the invoice payments. This information is mandatory. Any terms and conditions associated with a Purchase Order number are not applicable to this Agreement.

Sponsor Reference No.  
applicable \_\_\_\_\_

Contact Name \_\_\_\_\_ JUDr. Jan Prachař \_\_\_\_\_

Street Address \_\_\_\_\_ Dlážděná 6 \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ Praha, Czech republic, 110 00 \_\_\_\_\_

Country \_\_\_\_\_ Czech republic \_\_\_\_\_

Telephone with area code \_\_\_\_\_ +420 221 421 511 \_\_\_\_\_

Email: \_\_\_\_\_ podatelna@surao.cz/xxxxxxxxxxxxx \_\_\_\_\_

Tax ID Number (TIN) \_\_\_\_\_ 66000769 \_\_\_\_\_

#### **ARTICLE V. SOURCE OF FUNDS**

The Sponsor hereby represents that, if the funding it brings to this Agreement has been secured through other agreements, those other agreements do not have any terms and conditions (including intellectual property terms and conditions) that conflict with the terms and conditions of this Agreement.

#### **ARTICLE VI. TANGIBLE PERSONAL PROPERTY**

Upon termination of this Agreement, tangible personal property or equipment produced or acquired in conducting the work under this Agreement shall be owned as follows: (1) any personal property with a value greater than \$5,000 will be owned by the Sponsor and will be disposed of as directed by the Sponsor at the Sponsor's request; and (2) any personal property with a value less than \$5,000 produced or acquired with the Sponsor's funds under this Agreement, will be owned by the Government. Tangible personal property or equipment produced or acquired as part of this Agreement will be accounted for and maintained during the term of the Agreement in the same manner as Department of Energy property or equipment. Costs incurred for disposition of property shall be the responsibility of the Sponsor and included in costs allocated in Article III or paid separately by the Sponsor.

## **ARTICLE VII. PUBLICATION MATTERS**

Either Party may publish Generated Information as defined in Paragraph A.(1) of Article XV. The publishing Party will provide to the other Party for its review, a copy of the proposed publication 30 days prior to its intended publication. The other Party may request a reasonable delay in publication if the proposed publication contains unprotected patentable information or Proprietary Information provided by either Party.

## **ARTICLE VIII. LEGAL NOTICE**

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

This document may contain research results which are experimental in nature. Neither the United States Government, nor any agency thereof, nor The Regents of the University of California, nor any of their employees, makes any warranty, express or implied, or assumes any legal 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 to any specific commercial product, process, or service by its trade name, trademark, manufacturer, or otherwise, does not constitute or imply an endorsement or recommendation by the United States Government or any agency thereof, or by The Regents of the University of California. The United States Government reserves for itself a royalty-free, worldwide, irrevocable, non-exclusive license for Governmental purposes to publish, disclose, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such data included herein. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof, or by The Regents of the University of California and shall not be used for advertising or product endorsement purposes.

## **ARTICLE IX. DISCLAIMER**

THE GOVERNMENT AND THE CONTRACTOR 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 STRATEGIC PARTNERSHIPS PROJECT 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 CONTRACTOR 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 STRATEGIC PARTNERSHIPS PROJECT AGREEMENT.

## **ARTICLE X. GENERAL INDEMNITY**

[RESERVED]

**ARTICLE XI. PRODUCT LIABILITY INDEMNITY**

[RESERVED]

**ARTICLE XII. INTELLECTUAL PROPERTY INDEMNITY**

[RESERVED]

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

[RESERVED]

**ARTICLE XIV. PATENT RIGHTS**

[RESERVED]

**ARTICLE XV. RIGHTS IN TECHNICAL DATA - USE OF  
FACILITY(UNLIMITED RIGHTS/NONPROPRIETARY)**

1. The following definitions shall be used.

A. "Generated Information" means information produced in the performance of this Agreement or any Facility subcontract under this Agreement.

B. "Proprietary Information" means information which 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 U.S.C. 552 (b)(4)).

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

2. Generated Information shall not be marked as Proprietary Information. If the Sponsor provides Proprietary Information to the Facility Contractor to perform the work, such Proprietary Information will be destroyed or returned to the Sponsor as directed by the Sponsor in writing. The DOE, the Facility Contractor and the Sponsor shall have Unlimited Rights in all Generated Information and Proprietary Information provided by the Sponsor, only if such Proprietary Information has not been removed from the Facility Contractor's facility before termination of this Agreement. The Sponsor agrees that the Facility Contractor may provide to the DOE, a non-proprietary description of the work to be performed under this Agreement.

**ARTICLE XVI. ASSIGNMENT AND NOTIFICATION**

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

If the Sponsor intends to assign or transfer any interest in this Agreement to a third party or the Sponsor is merging or being acquired by a third party, the Sponsor shall notify the Facility Contractor with details of the pending action for a determination. The Facility Contractor shall reply in writing whether such transfer is acceptable or invoke the termination clause.

#### **ARTICLE XVII. SIMILAR OR IDENTICAL SERVICES**

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

#### **ARTICLE XVIII. EXPORT CONTROL**

1. Each Party is responsible for its own compliance with laws, regulations governing export control.
2. Sponsor acknowledges that Contractor has many foreign employees and students. The Sponsor further acknowledges that the Contractor will conduct this project as fundamental research with no restrictions on publication. Accordingly, Sponsor agrees not to direct Contractor to create export controlled information and Sponsor agrees not to transfer to Principal Investigator or other Contractor employees or students any Proprietary Information that is export controlled or to direct Contractor to engage in any transactions that are subject to U.S. sanctions.

#### **ARTICLE XIX: DISPUTES**

The Parties shall attempt to jointly resolve all disputes arising from this Agreement. In the event a dispute arises under this Agreement, the Sponsor is encouraged to contact Facility Contractor's Technology Partnerships Ombudsman in order to resolve such dispute before pursuing third-party mediation or other remedies. If the Parties are unable to jointly resolve a dispute within 60 days, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties.

#### **ARTICLE XX. ENTIRE AGREEMENT AND MODIFICATIONS**

1. This Agreement with its annexes contains the entire agreement between the Parties with respect to the subject matter hereof, and all prior representations or agreements relating hereto have been merged into this document and are thus superseded in totality by this Agreement.
2. Any agreement to materially change any terms or conditions of this Agreement or the annexes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.

#### **ARTICLE XXI. TERMINATION**

This Agreement may be terminated by either Party following sixty (60) days written notice to the other Party. If Article IV provides for advance funding, this Agreement may also be terminated by the Facility Contractor in the event of failure by the Sponsor to provide the necessary advance funding. In the event of termination either by the Sponsor or by the Facility Contractor (e.g., for lack of advance funding), the Sponsor shall be responsible for the Facility Contractor's costs (including closeout costs), but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor 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 the Agreement.

*In witness whereof, the Parties hereto have executed this Agreement.*

**FOR THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA  
AS MANAGEMENT AND OPERATING  
CONTRACTOR FOR THE  
ERNEST ORLANDO LAWRENCE  
BERKELEY NATIONAL LABORATORY**

**FOR SURAO - RADIOACTIVE  
WASTE AND REPOSITORY  
AUTHORITY**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name: JUDr. Jan Prachař**

**Title** \_\_\_\_\_

**Title director**

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_