

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC  
MANAGING AND OPERATING CONTRACTOR FOR THE  
NATIONAL RENEWABLE ENERGY LABORATORY**

**Terms and Conditions for State, Local, and Tribal Technical Support Services Agreement**

**ARTICLE I. Scope of State, Local, and Tribal (SLT) Technical Support Services.** Subject to the following terms and conditions, Contractor agrees to provide timely, relevant, and useful SLT Technical Support Services to the Sponsor in the defined areas identified in the Scope of Services attached and incorporated herein. It is understood by the Parties that Contractor is obligated to comply with the terms and conditions of the DOE M&O Contract when providing SLT Technical Support Services to the Sponsor under this SLT Technical Support Services Agreement. The Parties understand that DOE has authorized Contractor to use this SLT Technical Support Services Agreement for the purposes of performing fixed unit price SLT Technical Support Services.

**ARTICLE II. Term.** Contractor's estimated period of performance for completion of the Scope of Services is up to one (1) year. The term shall be effective on the date on which Contractor receives advance payment from the Sponsor and funds are allocated to this Agreement. The Sponsor's cost responsibility shall not exceed the total price to the Sponsor as described in the Scope of Services.

**ARTICLE III. Costs.** Contractor has no obligation to continue or complete performance of the work at a cost in excess of the stated price.

**ARTICLE IV. Funding and Payment.** This SLT Technical Support Services Agreement is based on full cost recovery and Contractor is required by the Government to receive advance funding before beginning work. For this SLT Technical Support Services Agreement, Sponsor is required to provide the full payment in advance by Credit Card, electronic funds transfer, or check.

**ARTICLE V. Source of Funds.** The Sponsor hereby represents that, if the funding it brings to this SLT Technical Support Services Agreement has been secured through other agreements, such other agreements do not have any terms and conditions that conflict with the terms and conditions of this SLT Technical Support Services Agreement.

**ARTICLE VI. Prepublication Review.** Neither Party may publish information generated in connection with work performed under the SLT Technical Support Services Agreement without the advance written approval of the other Party.

**ARTICLE VII. Disclaimer.** THE GOVERNMENT AND CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONCLUSIVENESS OF THE SLT TECHNICAL SUPPORT SERVICES PROVIDED; OR THE OWNERSHIP, CONFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESULTS OF THE SLT TECHNICAL SUPPORT SERVICES PROVIDED. THE GOVERNMENT OR CONTRACTOR WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

**ARTICLE VIII. General Indemnity.** [Reserved] The Parties agree that Sponsor is not providing material or equipment, is not sending its employees to the facility to perform work under this Agreement, and has not directed the Contractor to perform specific activities not normally performed by the Contractor at the facility.

**ARTICLE IX. Product Liability Indemnity.** [Reserved] The Parties agree that this Agreement is for technical services that won't generate protectable intellectual property. In the unlikely event that intellectual property is inadvertently developed, the Parties agree that such intellectual property will not be commercialized for profit.

**ARTICLE X. Intellectual Property Indemnity—Limited.** [Reserved] The Parties agree that the activities to be performed under this Agreement are for technical services that are normally provided by the Contractor at the facility.

## Terms and Conditions for SLT Technical Support Services Agreement

**ARTICLE XI. Notice and Assistance Regarding Patent and Copyright Infringement.** The Sponsor shall report to DOE and Contractor, promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this SLT Technical Support Services Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to DOE and Contractor, when requested by DOE or Contractor, all evidence and information in the possession of the Sponsor pertaining to such claim.

**ARTICLE XII. Patent Rights—Use of Facilities.** The SLT Technical Support Services offered under this Agreement are not intended to be used for research, development, or demonstration work; software development; or where there is any possibility for any intellectual property to be conceived or created. In the event any invention is conceived or first actually reduced to practice under this SLT Technical Support Services Agreement, the terms and conditions regarding patent rights set forth in the Contractor's M&O Contract shall be controlling.

**ARTICLE XIII. Rights in Technical Data—Use of Facilities.** Technical data produced under this SLT Technical Support Services Agreement will be provided to the Sponsor who will be solely responsible for marking the data and removing the data from the facility by or before termination of this SLT Technical Support Services Agreement. The Government and Contractor shall have the right to use, disclose, and duplicate for any purpose whatsoever, and have others do so, all technical data first produced or used in the performance of work under this SLT Technical Support Services Agreement unless such technical data is marked as "proprietary data" by the Sponsor. (Technical data is defined in 48 CFR 27.401.) Any Sponsor-furnished, properly marked, proprietary data necessary for, or pertaining to, work under this SLT Technical Support Services Agreement will not be disclosed outside the Government or Contractor and will be returned to the Sponsor by or before termination of this SLT Technical Support Services Agreement.

**ARTICLE XIV. Assignment.** Neither this SLT Technical Support Services Agreement nor any interest therein or claim there under shall be assigned or transferred by either Party. The obligation of Contractor shall apply to any successor in interests continuing the management and operation of the DOE facility involved in this SLT Technical Support Services Agreement.

**ARTICLE XV. Similar or Identical Services.** The Government and/or Contractor shall have the right to perform similar or identical services in the Statement of Services for other Sponsors as long as the Sponsor's proprietary data is not utilized.

**ARTICLE XVI. Non-Competition.** The Sponsor states that to the best of the Sponsor's knowledge, Contractor is not in competition with the domestic private sector by performing these SLT Technical Support Services.

**ARTICLE XVII. Export Control.** Each Party is responsible for its own compliance with laws and regulations.

**ARTICLE XVIII. Entire Agreement.** It is expressly understood and agreed that this SLT Technical Support Services Agreement and its attachments contain the entire Agreement between the Parties.