

# ARGONNE NATIONAL LABORATORY

9700 South Cass Avenue ♦ Argonne, IL 60439

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VIA FAX:

February 6, 2001

Name

Company

Address

City, State 12345

Dear

**Subject:**        *Technical Service Agreement No.*

The Laboratory appreciates the opportunity to provide the subject service to you. In recognition of the fact that the Laboratory derives no profit from its Technical Service Agreements, and that the subject work described is entered into for the benefit and convenience of **COMPNAME**, the following terms and conditions approved by the U.S. Department of Energy shall be deemed to control such sale:

1. The Laboratory shall recover the actual cost of the work. Services are charged at the rate in effect during the month in which the services are performed. The work under this agreement shall begin upon execution of this agreement, and shall continue to completion, estimated to occur on or about \_\_\_\_\_.
2. Advance payment is required upon acceptance. Enclosed is ANL's Invoice No. 000000 in the amount of \$00,000.00, which reflects the total estimated cost of the work. Any unspent money will be refunded.
3. Patents: All of the work performed by Argonne National Laboratory shall be in accordance with the requirements of Prime Contract No. W-31-109-ENG-38, as amended, and all rights in data and in inventions made in the course of or under this letter of acceptance will be in accordance with the terms of Prime Contract No. W-31-109-ENG-38, as amended, between The University of Chicago (operator of Argonne National Laboratory) and the U.S. Department of Energy (hereinafter called "Department").

4. Indemnity: Neither the Government, the Department, the Laboratory, nor persons acting on their behalf will be responsible for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage or injury of any kind whatsoever resulting from the performance of services or furnishings of materials hereunder. Neither the Government, the Department, the Laboratory, nor persons acting on their behalf makes any warranty, express or implied (1) with respect to the accuracy, completeness or usefulness of any information furnished hereunder, (2) that the use of any such information may not infringe privately-owned rights, (3) that the services, materials, or information furnished hereunder will not result in injury or damage when used for any purpose, and (4) that the services, materials or information furnished hereunder will accomplish the intended results or are safe for any purpose including the intended purpose.

Neither the Government, the Department, the Laboratory, nor persons acting on their behalf will be responsible, irrespective of causes, for failure to perform the services or furnish the materials or information hereunder at any particular time or in any specific manner therefor where appropriate.

**COMPNAME** agrees to indemnify and save harmless the Government, the Department, the Laboratory, and persons acting on their behalf from (1) all liability, including costs and expenses incurred, resulting from the **COMPNAME's** use or disclosure of any information in whatever form, furnished hereunder, and (2) all liability to any persons including the **COMPNAME** for injury to or death of persons or other living things or injury to or destruction of property arising out of performance by the Government, the Department, the Laboratory, or persons acting on their behalf, and not directly resulting from the fault or negligence of the Government, the Department, the Laboratory, 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 **COMPNAME**. The foregoing provisions shall have no application to public liability for nuclear incident as defined and provided for in the Atomic Energy Act of 1954, as amended.

**COMPNAME** agrees to indemnify the Government, the Department, the Laboratory, and persons acting on their behalf against liability of any kind (including costs and expenses incurred) for the use of any invention or discovery and for the infringement of any Letters Patent (not including liability, arising pursuant to Section 183, Title 35 (1952), U.S. Code, prior to the issuance of Letters Patent) occurring in the performance of this contract.

5. Use of Information: The Department shall have the right to use, without payment of any compensation, any information acquired by the Department or the Laboratory in connection with or as a result of the work hereunder for any purpose.

6. The parties understand that materials and information resulting from the performance of this agreement may be subject to export control laws and that each party is responsible for its own compliance with such laws.
7. Any terms and conditions appearing on **COMPNAME's** purchase order shall have no force or effect. The above terms and conditions hereof are the only terms and conditions applicable to this transaction.

Upon your acceptance, please sign this acknowledgment letter and return one (1) fully executed copy to my attention along with your check made payable to Argonne National Laboratory and mail to the address below.

Should you have any questions, please contact the undersigned at (630) 252-7030.

Sincerely,

William M. Walsh  
Contract Specialist Senior  
Procurement Services

WMW/l

**ACCEPTED:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**MAIL TO:**

University of Chicago as  
Operator of Argonne National Laboratory  
9700 South Cass Avenue  
Procurement Services BLDG 201, 2L-25  
Argonne, IL 60439  
Attention: William M. Walsh

bct:

File  
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