

## **DOE Non-Proprietary User Agreement Required to Access National User Facilities**

LCLS and SSRL are facilities owned by the U S Department of Energy (DOE) at SLAC National Accelerator Laboratory and operated by Stanford University under contract with the DOE. The US invested hundreds of millions of dollars in designing and building SSRL and LCLS, and the annual operating costs are not insignificant. The DOE owns many such “User Facilities” at various DOE labs across the United States. The facilities are made available to Users under standard agreements prescribed by the DOE. Users may access the facilities under one of two sets of conditions – for free, which is the non-proprietary version, or on a “full cost recovery” basis, which is the proprietary agreement. **Note that modifications are not permitted to the DOE template agreement.**

**Costs, Billing and Payments.** Under the terms of the Agreement, Users may use the facility at no charge. However, in carrying out an experiment, there is sometimes the need for supplies that are not provided for free. This provision merely covers such circumstances. It is not subject to negotiation.

**Admission Requirements.** SLAC is a DOE-owned lab and has substantial security and safety requirements. Users are not admitted without agreeing to comply with our requirements. The institution must agree to comply with these, and the individual users who come to SLAC will be required to sign a more detailed agreement.

**Indemnity.** DOE has not authorized SLAC to make any changes to Article VII, even for state/public institutions. Unfortunately, if such changes are required, your access to SLAC’s facilities will likely not be permitted at this time.

**Patent and Data Rights.** Under US law, all intellectual property, including data, generated at a DOE-owned facility belong to the US government. However, DOE is authorized to “waive” some of its IP rights under certain conditions. It cannot waive the requirement to retain a non-exclusive royalty free license. The license DOE retains is not for commercial use, and does not include the right to sublicense for commercial purposes. These rights are available for use by SLAC or other DOE labs (or other US Government labs) for research purposes only.

This agreement would only apply to those activities (data, inventions, etc) arising out of the work performed under the terms of the Agreement. Please keep in mind that the User will be under obligation to publish the results of its work performed at SSRL or LCLS in accordance with the Agreement.

**Publications.** This is a DOE requirement. It does not prohibit or limit publication, just notification.