

UT-BATTELLE, LLC/Oak Ridge National Laboratory  
**MATERIAL AND SERVICES ORDER FORM (MSOF)**

**UT-Battelle, LLC (UT-Battelle), manages and operates Oak Ridge National Laboratory (ORNL) under Contract No. DE-AC05-OR22725 with the U.S. Department of Energy (DOE). The obligations of UT-Battelle shall apply to any successor in interest to UT-Battelle continuing the management and operation of ORNL.**

1. AGREEMENT NO. <b>NFE-10-0XXXX</b>	2. SPONSOR'S ORDER NO. <b>If Sponsor provides its own order or purchase order number, fill in here.</b>
3. TO: UT-BATTELLE, LLC Attn: Jennifer Carpenter Oak Ridge National Laboratory UT-BATTELLE, LLC 1 Bethel Valley Road P. O. Box 2008 Oak Ridge, Tennessee 37831-6196 Phone: 865-574-6605; Fax: 865-574-4409	4. FROM: <b>SPONSOR NAME</b> Attn: <b>Sponsor Contact Name</b> <b>Address 1</b> <b>Address 2</b> <b>Address 3</b> <b>City, State, ZIP</b>  Phone: <b>XXX-XXX-XXXX</b> ; Fax: <b>XXX-XXX-XXXX</b>
5. BILL TO: <b>"Bill To" contact name and address if different from Item 4 and if provided by Sponsor.</b>	6. SPONSOR'S BUSINESS TYPE <input type="checkbox"/> U.S. Small Business <input type="checkbox"/> U.S. Nonprofit Organization <input type="checkbox"/> Foreign-Owned Business <input type="checkbox"/> Other
7. AGREEMENT FUNDING TYPE: <input type="checkbox"/> Fund Cost <input type="checkbox"/> Full Cost	
8. IS THE FUNDING FOR THE WORK BEING REQUESTED DERIVED FROM A FEDERAL AGENCY? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, provide the following: Name of the federal agency: Name of the federal agency's contracting officer responsible for the contract: Telephone number of the contracting officer identified above:	
9. MATERIAL OR SERVICES DESIRED AND PURPOSE FOR WHICH ORDERED. Provide support for <b>"Project Title"</b> in accordance with Attachment A, Statement of Work, dated <b>MM-DD-2010</b> . This Agreement expires <b>MM-DD-2010</b> . Services will be provided on a cost reimbursement basis. An advance payment of <b>\$XX,XXX</b> is required prior to the beginning of work.	10. AGREEMENT FUNDING AMOUNT  <b>\$XX,XXX</b>
<b>TOTAL:</b>	
<b>\$XX,XXX</b>	

***THIS ORDER IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS***

11. FOR UT-BATTELLE, LLC   <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(Signature)</span> <span>(Date)</span> </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Frank V. Damiano <small>(Name)</small></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Group Leader, Sponsored Research Programs <small>(Title)</small></p>	12. ORDERED BY (To the best of our knowledge, this work will not place DOE and its contractors in direct competition with the domestic private sector):  <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(Signature)</span> <span>(Date)</span> </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">(Name)</p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">(Title)</p>
13. APPROVED BY DOE OAK RIDGE OPERATIONS OFFICE (if over \$250,000)  <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between; font-size: small;"> <span>(Signature)</span> <span>(Date)</span> </div> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Robert L. Hamilton <small>(Name)</small></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p style="text-align: center;">Director, Office of Partnerships and Program Development <small>(Title)</small></p>	

## TERMS AND CONDITIONS

The order on the face hereof is placed in accordance with and subject to the following terms and conditions:

1. The term "Sponsor" as used herein means the person, corporation, partnership, association, firm or other entity which orders the material or services from UT-Battelle, LLC ("Contractor"); Sponsor and Contractor may be referred to in the singular as "Party" or in the plural as "Parties." The phrase "persons acting on behalf of DOE" includes employees and contractors of the United States Department of Energy ("DOE") and employees of such contractors, who fill or participate in the filling of this order pursuant to their employment or the contracts with DOE. The term "Facility" means the Oak Ridge National Laboratory ("ORNL") operated by UT-Battelle under Contract No. DE-AC05-OR22725 with DOE. "Government" means the federal government of the United States of America.
2. Unless otherwise provided for on the face of this order, materials and services will be furnished on a full cost recovery basis at rates established in accordance with DOE pricing policy. Unless applied against a cash advance, payment for materials and for services rendered will be made promptly upon receipt of billing in accordance with instructions furnished therewith. Payments not received within 30 days of the invoice date will be assessed interest on the amount due from the invoice date through the date of payment. A late payment handling charge shall be imposed on delinquent invoices when interest is assessed. A penalty on any principal amount not paid within 120 days of the invoice date will be assessed.
3. When shipment of material pursuant to this order requires the use of returnable Government-owned containers, title to such containers shall remain in the Government. If requested by DOE, the Sponsor will make a deposit to ensure return of the containers. The Sponsor will keep the containers in good condition, will not use them for any materials other than the materials shipped therein, and will, unless otherwise agreed, return them to the point of shipment, transportation prepaid, within thirty days from the date of receipt of the shipment.
4. Materials covered by this order will be shipped F.O.B. ORNL.
5. Title to materials furnished in accordance with this order shall pass to the Sponsor when such materials are delivered to the Sponsor or to a carrier for delivery to the Sponsor.
6. Contractor will make reasonable efforts to deliver the materials specified in this order, but accepts no liability for loss or damage to materials unless negligent in packing such materials for shipment.
7. **NEITHER THE GOVERNMENT, DOE, NOR THE CONTRACTOR OR PERSONS ACTING ON BEHALF OF DOE WARRANT THAT MATERIALS DELIVERED TO THE SPONSOR UNDER THIS ORDER (I) WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE, OR (II) ARE OF MERCHANTABLE QUALITY, OR (III) ARE FIT FOR ANY PARTICULAR PURPOSE.**
8. Neither the Government, DOE, nor the Contractor shall be liable under this order for damages occasioned by failure of Contractor to deliver materials specified in the order if such failure arises out of causes beyond the control or without the fault or negligence of the Government, DOE, or the Contractor or any of their officers, agents, or employees. In the event of any damages to the Sponsor for which Contractor is liable occasioned by failure to properly package materials for shipment, Contractor's liability shall be limited to the replacement of the material in kind or, in lieu thereof, as its option, refund any payment made by the Sponsor to Contractor for such material. The Sponsor agrees to report promptly any discrepancies between the material supplied and that ordered so that replacement or other appropriate adjustment may be made.
9. The Sponsor and Contractor reserve the right to cancel this order with 30 days notice.
10. Data produced under this order will be provided to the Sponsor who will be solely responsible for marking the data and removing the data from ORNL by or before termination of this order. DOE shall have the right to publish and use any data provided to or generated by DOE or persons acting on behalf of DOE, and to permit others to do so unless such data is marked as "proprietary data" by the Sponsor. The Government shall have unlimited rights in technical data (including proprietary data) which are not removed from ORNL by or before termination of this order. In addition, the Government shall have the unlimited right to perform similar or identical services for other Sponsors as long as the Sponsor's proprietary data are not utilized. Sponsor agrees to deliver to persons acting on behalf of DOE a non-proprietary description of the work to be performed under this order.
11. Except for any liability resulting from any negligent acts or omissions of Contractor, Sponsor agrees to hold harmless the Government and the Contractor for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Sponsor its assignees or licensees which was derived from the work performed under this order. Where Sponsor is a State, a State agency, a state college or university, or a political subdivision of a State or an agency thereof, the foregoing hold harmless provision applies only to the extent permitted by applicable state law.
12. The Sponsor warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Sponsor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this order without liability or in its discretion to deduct from the order price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
13. Each Party is responsible for its own compliance with laws and regulations governing export control.
14. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this order, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this order if made with a corporation for its general benefit.
15. The terms and conditions of this order are not intended to be used for research and development, software development, or where there is a possibility of any intellectual property being conceived or created. If an invention, discovery, software code, other work subject to copyright, or other intellectual property is conceived or created during the performance of this order by the Contractor, the Sponsor may be entitled to ownership of such intellectual property subject to the applicable provisions of DOE Manual M 481.1-1A (<https://www.directives.doe.gov/directives/current-directives/481.1-DManual-1ac1/view>).