SECTION J
APPENDIX Q

Genesis Mission Direction, Guidance, and Related Documents

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Section 1 -CONTRACTOR'S OBLIGATIONS REGARDING FUNDING OPPORTUNITY ANNOUNCEMENTS IN SUPPORT OF THE GENESIS MISSION

The following requirements are applicable to the Contractor (and any Subawardees) to the extent that Contractor received an award under a Department of Energy (DOE) or National Nuclear Security Administration (NNSA) Funding Opportunity Announcement (FOA) DE-FOA-0003612 (FOA 3612) or under another DOE or NNSA FOA in support of the Genesis Mission.

Work pursuant to an FOA award in support of the Genesis Mission must be properly authorized by an NNSA Contracting Officer (CO) through a valid Work Authorization. **The requirements herein do not apply to any other aspect of Contractor performance under the Contract**.

The Contractor is responsible for ensuring inclusion of the applicable requirements, identified below, into all agreements with Subawardees under an Applicable FOA award (with modifications to correctly identify the parties).

For clarity, use the below definitions pertaining to Genesis actions:

> "Applicable FOA" means FOA DE-FOA-0003612 and any other DOE or NNSA Funding Opportunity Announcement in support of the Genesis Mission that NNSA determines is subject to this appendix.
>
> "Awardee" refers to the Contractor in their role as an award recipient under an Applicable FOA; and
>
> "Subawardee" refers to other entities that were part of a team that received an award under an Applicable FOA, wherein the Contractor was the lead awardee.
>
> "Agreement" refers to the award made under an Applicable FOA to the Contractor, when properly authorized by the CO through a Work Authorization.

The Contractor is required to comply with Section 3117 of the National Defense Authorization Act for Fiscal Year (FY) 2026 (FY26 NDAA). This includes a requirement that, for certain work that does not support the nuclear security missions of the NNSA, the Contractor ensures full-cost recovery; and no interference with nuclear security mission. **Section I. Data Rights**

The Contractor's Rights in Data clause (e.g., 48 CFR § 970.5227-2) and any rights described in a DOE-approved Bridge Agreement (using 15 U.S.C. § 3710a, Cooperative Research and Development Agreements (CRADA) authority) shall apply to the Contractor for all work performed under an Applicable FOA, unless otherwise directed by the Government. Notwithstanding the foregoing, the Limited Rights Notice listed below and incorporated in a Contractor's agreement to perform Applicable FOA awarded work must be used in lieu of the

notice provided in 48 CFR § 970.5227-2(h), unless otherwise approved by the Government. Additionally, any notice approved by DOE/NNSA in a Bridge Agreement or corresponding data use agreement may be used by the Contractor as authorized therein.

For any Subawardees, one of the following Rights in Data clauses suitably modified to identify the parties to be included in any agreement under an Applicable FOA. These clauses are consistent with the Contractor's Rights in data-technology transfer clause (See 48 CFR § 970.5227-2(g)(1)). Any questions should be directed to the Contractor's patent counsel who should coordinate with the appropriate DOE/NNSA Patent Counsel as necessary.

For projects including open research, the following data clause must be used suitably modified to identify the parties. Additionally, a Bridge Agreement – OPEN must be executed.

[BEGIN OPEN DATA CLAUSE]

Open Data Rights Clause

(a) The Awardee:

(1) shall have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE/NNSA.

(2) shall ensure that all Data it provides or delivers under this Agreement are accompanied by rights and permissions sufficient to allow the Government and other Project participants to use such Data as required by this Agreement, including any rights necessary for reproduction, derivative works, distribution, public performance, and public display.

(3) shall negotiate and execute a Bridge Agreement including the allocation of data rights comprising at least a requirement herein, unless otherwise approved by DOE/NNSA.

(b) The Government shall:

(1) have Unlimited Rights in all delivered Data.

(2) at its sole discretion, disregard and remove any protective markings on any Data delivered. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.

(3) have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered.

(c) Publication Clause

(1) Awardee is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

(2) An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [Enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or 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 herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

(3) Subject to this Agreement, either party may release general information regarding activities conducted under this award. Awardee, however, shall not issue any press release resulting from activities conducted under this Agreement without DOE/NNSA approval, which shall not be unreasonably withheld or delayed.

(4) The terms and conditions of this clause shall survive this Agreement.

[END OPEN DATA CLAUSE]

For other projects, the following data clause must be used suitably modified to identify the parties. The protection period in (b)(2) may be up to 5 years, unless otherwise authorized by DOE/NNSA. Additionally, a Bridge Agreement that does not use the “OPEN” template needs to be executed with a Data Use Agreement (DUA).

[BEGIN PROPRIETARY DATA CLAUSE]

Data Rights

(a) Definitions

(1) Limited Rights Data, as used in this clause, means data (other than computer software) developed at private expense and first produced outside the performance of this agreement that embody trade secrets or are commercial or financial and confidential or privileged.

(2) Restricted Computer Software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published

copyrighted computer software; including modifications of such computer software.

(b) The Awardee shall:

(1) Have the right to protect the Limited Rights Data with the following notice.

Limited Rights Notice

(a) These data are submitted with limited rights under Government agreement No. (and subaward/ contract No.). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Awardee, be used or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use by Federal support services contractors within the scope of their contracts, including, but not limited to, DOE/NNSA laboratories, plants, and sites; or
(ii) for evaluation purposes to DOE/NNSA laboratories, plants, and sites, and non-profit research institutions.

(b) This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) Have the right to protect Curated Data and Model Data developed in the performance of work under the Bridge Agreement (under the authority of 15 USC 3710a) consistent with 15 USC 3710a(c)(7)(B) with the following notice.

Protected Rights Notice

These protected data were produced under agreement no. (INSERT BRIDGE AGREEMENT NUMBER) *between (INSERT THE SUBAWARDEE NAME) and (INSERT THE LABORATORY NAME) operated for the Government* by (Inserted Contractor Operator) under Contract no. ____ and may not be published, disseminated, or disclosed to others outside the Government or its contractors until [Insert term authorized by DOE/NNSA] years after the date the data

were first produced except for: (1) evaluation of work under the restriction that this data will be retained in confidence and not be further disclosed or (2) disclosure to a DOE/NNSA contractor under the restriction that this data will be retained in confidence and not be further disclosed, unless express written authorization is obtained from the Awardee. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(3) Have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE.
(4) Obtain all Data and rights therein necessary to fulfill its obligations to the Government under this Agreement.
(5) Negotiate and execute a Bridge Agreement including the allocation of data rights comprising at least the following elements before beginning work under this agreement, unless otherwise approved by DOE/NNSA:

(i) Each party shall ensure that any Data it provides under this Agreement is accompanied by the rights and permissions necessary for use as required by this Agreement and shall provide data source or license documentation upon request.
(ii) The protection of any data shared amongst the parties consistent with this Agreement, including any Appendices.
(iii) Allocation of rights in AI Artifacts generated in the performance of work under this Agreement.

(c) The Government shall:
(1) Have unlimited rights in all delivered Data not having a protective marking authorized by (b)(1) and (b)(2) of this Clause.
(2) At its sole discretion, disclose any delivered Data for use solely in the evaluation of work under this Agreement under the restriction that any Data provided with the above Protected Rights Notice will be retained in confidence and not be further disclosed.
(3) At its sole discretion, disregard and remove any protective markings not authorized by (b)(1) and (b)(2) of this Clause. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.
(4) At its sole discretion, disregard and remove any protective markings on Data delivered:
(i) at the end of the protection period;
(ii) upon breach of Section (d) entitled "Access Restrictions and Limited U.S. First Deployment";

(iii) if the data becomes publicly known or available from other sources; or

(iv) if the Awardee disseminates or authorizes DOE/NNSA or another to disseminate such data without obligations of confidentiality.

(5) Have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered. Notwithstanding the foregoing, Data properly marked with the above Protected Notice shall be prohibited from disclosure outside the Government as required by the Protected Rights Notice.

(d) Access Restrictions and Limited U.S. First Deployment

(1) Definitions

(i) "AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement or developed in performance of the work awarded under an Applicable FOA.

(ii) "Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to this Agreement administration, such as financial, administrative, cost or pricing or management information.

(iii) "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

(iv) "Foreign Entity" shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term "Foreign Countries of Concern" and "Foreign National" are separate terms and not necessarily covered under the definition of a Foreign Entity although "Foreign Countries of Concern" are also "Foreign Entities".

(v) "Foreign National" shall mean any individual other than a U.S. citizen.

(vi) "Government" shall mean the Federal government of the United States of America including its agencies and departments.

(vii) "Intellectual Property" shall mean any and all subject

inventions, copyrights, and trademarks developed by an Awardee.

(viii) "Non-Public Data" shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

(ix) "Bridge Agreement" means an agreement between the Awardee and their partners/collaborators in the performance of the Milestones, which is intended to address all data rights, including allocation of rights to AI Artifacts. The Bridge Agreement includes agreements with DOE/NNSA contractors, preferably using the preapproved AI BRIDGE AGREEMENT containing a Data Use Agreement (DUA) template.

(x) "AI Artifact" shall mean AI Artifacts developed in performance of the Milestones, including a Bridge Agreement.

(2) Access and Transfer Prohibition. Awardee agrees not to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity subject to the jurisdiction of a Foreign Country of Concern, without DOE/NNSA's prior written approval. Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of intellectual property to the general public (e.g. an open-source license or public domain).

(3) U.S. First Deployment. For a period of two years from the completion or termination of work awarded by DOE/NNSA under an Applicable FOA , the Awardee agrees not to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity not subject to the jurisdiction of the United States of America, without DOE/NNSA's prior written approval. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of Intellectual Property or Non-Public Data to the general public (e.g. an open-source license or public domain). Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance.

(4) Immediate Access Termination. Any transfer of rights in violation of the above terms shall be immediately null and void and any access shall be terminated. Any rights holder's bankruptcy or related financial proceeding, insolvency, or other material financial distress (collectively, "Event") must be reported to DOE/NNSA in writing and if, in the sole

judgment of DOE/NNSA, the Event creates an unmanageable risk of unauthorized transfer or disclosure of Intellectual Property and/or Non-Public Data to a Foreign Country of Concern, all rights granted shall terminate immediately, and the Awardee shall take all necessary steps to secure and prevent further dissemination of such Intellectual Property and/or Non-Public Data.

(5) The Awardee shall include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, that may include the exchange of Non-Public Data.

(e) The terms and conditions of this clause shall survive this Agreement.

[END PROPRIETARY DATA CLAUSE]

Section II. Research, Technology and Economic Security (RTES)

(1) Foreign Entity Participation

A Foreign Entity is not eligible to participate in work under the Agreement as either an Awardee or Subawardee. In limited circumstances the Contractor may request a waiver from DOE/NNSA to allow a foreign entity to participate, through the Contracting Officer (CO).

(2) Prohibition on Incorporation in or Ownership or Control by Foreign Countries of Concern

Throughout the life of the Agreement, the Awardee, parent company, Subawardees, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Awardee must immediately alert the CO.

(3) Entity of Concern Prohibition

No Entity of Concern, as defined in Section 10114 of Public Law 117-167 (42 USC 18912), may participate in the performance of the Milestones under the Agreement.

(4) Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Milestones under the Agreement.

(5) Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Awardee must cooperate with DOE/NNSA requests for information, including the following required disclosures and certifications for all Covered Individuals and entities listed on the application made in response to an Applicable FOA which must be updated within fifteen (15) business days of any changes except advanced notice to DOE/NNSA must be given for changes relating to a Foreign Country of Concern: DOE Common Form for Current and Pending (Other) Support (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification (see RFA), DOE Common Form for Biosketch (NSPM-33), and Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New Covered Individuals and entities added during the term of the Agreement must provide the disclosures above and receive DOE approval before participating. All information provided must be inclusive of the Subawardees. DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of the Milestones under the Agreement, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE/NNSA to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may withhold payment otherwise obligated under the Work Authorization for, or terminate, the Agreement.

DOE/NNSA decision regarding a due diligence review is not appealable.

(6) Performance of Work in the United States

All work performed under the Agreement must be performed in the United States unless the CO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Awardee and Subawardees should make every effort to purchase supplies and equipment within the United States. The Awardee must flow down this requirement to its Subawardees. The Awardee is responsible for any work performed outside the United States under this Agreement, unless a waiver is granted, regardless of whether the work is carried out by the Awardee, Subawardees, or other project partners. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Awardee must submit a written waiver request to the DOE/NNSA CO.

(7) Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and

products purchased with funds made available under this Agreement should be American-made.

(8) Conflicts of Interest

The Awardee shall adopt and maintain a conflict-of-interest policy under this Agreement, which shall be provided to DOE/NNSA upon request. This conflict-of-interest policy shall address both individual conflicts of interest as related to Key Personnel, as defined and identified in the Contractor's prime contract, and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

The Awardee shall disclose in writing to the DOE/NNSA CO any potential or actual conflict of interest as soon as reasonably practical after discovery thereof. The Awardee and the DOE/NNSA shall jointly develop a mitigation plan to address conflicts of interest as they arise.

(9) Annual List of Personnel

The Awardee shall submit an updated list of all personnel working on the project (including all Subawardees) on an annual basis to the DOE/NNSA CO.

Section III. Communication

(1) Administration. Changes to the requirements or directions provided in this Appendix XX may only be made by the NNSA CO. Other matters regarding the underlying Agreement shall be referred to the following representatives of the Parties:

(a) **DOE/NNSA Contracting Officer:** Name, Phone, Email

(b) **Patent Counsel:** Name, Phone, Email

(c) **Contractor Point of Contact:** Name, Phone, Email

(2) Technical and Milestone Deliverables. Technical matters and milestone deliverable matters under the Agreement shall be referred to the following representative:

(a) **DOE Technical Representative:** Name, Phone, Email

(3) Change of Designated Representative. Each party may change its representatives named in this Article by written notification to the other parties.

Section IV. Termination

The Department of Energy reserves the right to terminate the Agreement, which is a separate legal instrument not governed by the termination clauses in this M&O Contract ("Contract"). In the event of any termination of the Agreement, DOE/NNSA reserves the right, under this

Contract, to unilaterally withhold funding not yet distributed pursuant to the Milestones outlined in the Work Authorization. Mutual termination does not impose any requirements that DOE/NNSA pay in whole or part for milestones not achieved.

In the event of a termination of the Agreement by DOE/NNSA, neither DOE/NNSA nor the Awardee/Subawardee shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subawardees, or customers as a result of any termination of the Agreement. DOE/NNSA's or the Awardee's liability for any damages under the Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party, and will be adjudicated under the terms of the Agreement (not pursuant to the termination clauses of this Contract). However, in no instance shall DOE/NNSA's liability for termination exceed the total amount due under the milestone towards which the Awardee/Subawardee is currently working under the Agreement.

Section VI. Defined Terms

In addition to terms defined in other provisions of the Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

"AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.

"Covered Individual" means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the Agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate Covered Individuals during the agreement period of performance.

"Curated Data" shall mean any Data generated in the performance of Milestone 2 or Technical Objective 2.

"Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing or management information.

"Data and Intellectual Property Rights Certification" shall mean a formal written statement, signed by an authorized representative of the Awardee, delivered as part of a Milestone, which attests that the Awardee has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use

as contemplated under this Agreement.

“Effective Date” shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

“Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and the Republic of Belarus, or any other country determined to be a foreign country of concern by the Secretary of State and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to the Agreement.

“Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States,
and does not have a physical location for business in the United States. The term “Foreign Entity” also includes international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.

“Foreign National” shall mean any individual other than a U.S. citizen.

“Government” shall mean the Federal government of the United States of America including its agencies and departments.

“Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee under the Agreement.

*“*Limited Rights Data*”* shall mean data developed at private expense and first produced outside the performance of the Agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

“Material Breach” shall mean a breach by the Awardee/Subawardee or DOE of any of its obligations under the Agreement including those which result, or are likely to result, in the inability of the Awardee or DOE to effectively complete the Milestones under the Agreement. This includes but is not limited to the failure to achieve Milestones, and/or breach of provisions included in the Agreement.

“Model Data” shall mean any data generated in the performance of Milestone 3- Creation of an AI Model.

“Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

“Organizational Conflicts of Interest” shall mean where the Awardee is unable, or appears to be unable, to be impartial in conducting activities under the Agreement due to its relationships with affiliates, organizations, or any other interested party.

“Unlimited Rights” shall mean the right of the Government 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.

Section 2 - Award Instructions for M&O Contracting Officers and M&O Contractors as Lead Awardees for Genesis Mission

1. Research Security

The information contained in the Section 1 of this Appendix includes Research, Technology and Economic Security (RTES) language that is applicable to both the Management and Operating (M&O) Contractor (Lead Awardee) and Subawardees. The M&O Contractor is responsible for collecting this information and providing it through the applicable channel.

2. M&O Contractor Funding

DOE/NNSA funding will be sent directly to the M&O Contractor in accordance with DOE Order 412.1A, Work Authorization System (WAS) (or its successor), using the normal protocol for each Program. This applies to any project including an M&O Contractor, regardless of whether the M&O Contractor is the lead.

2.1 M&O Contractor-led awards

All funds will be issued directly to the M&O Contractor in a WA. Each M&O Contractor will execute appropriate agreements with Subawardees in accordance with the terms of their M&O contract. DOE programs will negotiate technical objectives or milestones with the M&O Contractor before issuing the WAs, including any program review, validation and verification of milestones. The WA will contain instructions specific to the respective award, statement of work to be performed including the negotiated technical objectives or milestones. It will include a statement of the work to be performed, including negotiated technical objectives or milestones.

The M&O Contractor must issue agreements with all team members selected in its application to DOE, if appropriate. The team should negotiate an appropriate agreement using a statement of work and period of performance consistent with the WA. The M&O contractor should ensure that all competition requirements identified in DE-FOA-0003612 posted on March 17, 2026, are addressed, and determinations that prices are fair and reasonable are documented.

2.2 Intellectual Property Clauses

In lieu of a data clause required by the M&O Contractors, Rights in data-technology transfer clause (47 CFR § 970.5227-2), one of the data clauses provided in the H Clause (Open Rights Data or Proprietary Data) must be used in the agreement, suitably modified to identify the parties must be used as directed by DOE Patent Counsel (See 47 CFR § 970.5227-2(g)(1)). Neither 47 CFR 970.5227-2 nor 52.227-14 should be included. Any questions should be directed at the M&O Contractor patent counsel who should coordinate with the cognizant DOE/NNSA Patent counsel as necessary.

3. Bridge Agreements

Genesis Mission (GM) awards may involve teams made up of M&O Contractors and Subawardees (industrial and academic institutions) working on a funded

project. —Regardless of the funding arrangement, the overall project scope, activities, and responsibilities must be memorialized in one Bridge Agreement by the Lead Laboratory , consistent with the Award. Only the lead DOE or NNSA Laboratory signs the Bridge Agreement. The lead DOE or NNSA Laboratory may bring on other laboratories through one executed Multi-lateral/Bilateral DOE or NNSA Laboratory/Plant/Site Utilization AI (M/BDLUA) Agreement (see Section 5 of Appendix X (TBD).

A Master Scope of Work (MSW) has been developed to allow M&O Contractors to execute Bridge Agreements without seeking transactional approval from the cognizant Contracting Officer (CO)/Field Office/cognizant DOE/NNSA patent counsel. The GM MSW pre-approves M&O Contractor's use of the following approved agreements without modification:

Bridge/Project Agreement Model (CRADA Authority)	**Subawardee Data Rights Clause**	**Data Use Agreement (DUA) Requirement**
AI Bridge Agreement -- Open	Open	Not Required.
AI Bridge Agreement	Proprietary	DUA Required. * *Page 80 DUA must be negotiated by the M&O Contractor and approved in advance by the Cognizant DOE/NNSA Patent counsel.

If a MSW does not exist, each Bridge Agreement must be transactionally approved by the respective Contracting Officer for the M&O Contractor.

The GM's streamlined methodology hinges on recipient's use of the approved agreements without modification wherever possible.

Agreements requiring a Data Use Agreement (DUA) do not qualify for MSW processing until the DUA is approved by cognizant DOE patent counsel. Similarly, agreements requiring 142.3C and/or 485.1A review do not qualify for MSW processing until those reviews are completed.

3.1 Negotiations

After discussion, teams may request to negotiate the terms of the Bridge Agreement. If a team chooses this path, their project will be delayed while DOE prioritizes agreements without modifications. While the intention is to have consistent agreements, clarifications and negotiated terms may be included as approved by the Cognizant Contracting Officer in coordination with DOE/NNSA Patent counsel.

Modifications to either of the Bridge Agreements must be requested through the Cognizant Contracting Officer and approved by the cognizant DOE/NNSA patent counsel.

4. Foreign Reviews

Once recipients receive notice of selection, teams with M&O Contractor members should promptly begin agreement formation, starting with generating the required documentation for any required DOE O 142.3C and/or DOE O 485.1A reviews, under the respective Bridge Agreement. Upon determination that a DOE O 142.3C and/or DOE O 485.1A review are required, required documents should be submitted as soon as possible. M&O Contractors and Field Offices should collaborate through their regular workflows on facilitating DOE O 142.3C and/or DOE O 485.1. In addition to the regular workflow, M&O Contractors and Field Offices should copy SC on 485.1 review requests for tracking purposes at Nicholas.Dienna@science.doe.gov and Diana.Ngo@science.doe.gov.

Participants and entities included under an award made to M&O Contractor have not been vetted by DOE/NNSA and must be submitted by the M&O Contractor for review under DOE O 142.3C and DOE P 485.1A. In the event DOE has previously vetted an entity/participant under an Other Transaction awarded directly to a participant/entity, DOE intends to leverage that review to the extent practical to minimize duplication of effort. For planning purposes, DOE has a 20-business day window in which to make these determinations.

Section 3 - Bridge Agreements[1]-
Section 3A - Bridge Agreements for Gensis Mission Projects

BRIDGE AGREEMENT FOR GENESIS MISSION PROJECTS

Authority 15 U.S.C. 3710a

[INSERT AGREEMENT IDENTIFIER] ("Agreement")

[CONTRACTOR], as Management and Operating (M&O) Contractor for [DOE National Laboratory] is performing under [INSERT CONTRACT NUMBER] with the U.S. Department of Energy (DOE). The obligations of [CONTRACTOR] shall apply to any successor operator of [DOE NATIONAL LABORATORY].

1. LAB AGREEMENT NO. [Lab funding agreement]	2. Participant's Funding Agreement [OTA/Sub IDENTIFIER]
3. TO: [LABORATORY CONTACT INFO]	4. FROM: [PARTICIPANT CONTACT INFO]
5. [DOE PROGRAM INFO]	6. DATA PROTECTION: ☐ Protected Data (___ years identified in approved by DOE)
8. WORK: [Contractor] will collaborate with Participant for "Insert Project Title Here" in accordance with the Statement of Work, dated [INSERT DATE]. The Participant and Contractor will promptly finalize the GM Project Data Use Agreement (DUA) consistent with the deliverables (e.g. Milestones or Technical Objectives) for this project. The work is subject to site access requirements, and first deployment requirements in the Participant's Funding Agreement, for example. foreign national access (DOE O 142.3B), foreign ownership or interests (DOE O 485.1), security review, and site access controls, and all Access Restrictions of the Laboratory. This Agreement expires [INSERT DATE CONSISTENT WITH SOW] ("Expiration Date")	
9. AGREEMENT FUNDING AMOUNT (No Funds Exchanged) Participant's estimated contribution (in-kind): $ Government's estimated contribution to Contractor (provided directly to Contractor): $	
	TOTAL: $XX,XXX

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

For Bridge Agreements that involve unfunded participants Lead Laboratory must replace "Appendix A Statement of Work" language in the last paragraph of the Bridge Agreement with the language "*Appendices, any related subcontracts*"—see Appendix Section 6 for further guidance.

FOR: [CONTRACTOR]	FOR: [PARTICIPANT]
(Signature) (Date)	(Signature) (Date)
(Name)	(Name)
(Title)	(Title)

TERMS AND CONDITIONS

1. The Contractor, subject to available funding, and Participant, agree to collaborate as described in the Statement of Work attached as Appendix A. Each party's performance of work is subject to the funding agreement identified on the cover page of this agreement. Contractor and Participant are each referred to herein as Party and collectively as Parties. A Party may authorize others to perform work on its behalf subject to these same terms with the written consent of the other party. A Party's use of others to perform work on its behalf under this Agreement does not alter that Party's sole responsibility for the work and does not relieve that Party of its obligations under this Agreement.

2. To the extent that intellectual property is developed under this Agreement, rights between the Parties shall be as follows: For inventions, copyrightable information, and data generated by the Contractor under this Agreement, the Contractor's M&O Contract applies. For inventions, copyrightable information, and data generated by the Participant under this Agreement, the Participant's Agreement applies. The Parties agree to disclose to each other each Subject Invention (as defined in their respective M&O Contract or Participant's Agreement) within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party. Participant acknowledges that Contractor has offered to Participant an option to negotiate an exclusive license for a pre-negotiated field of use for reasonable compensation to any Contractor Subject Invention.

3. Information generated by the Parties under this Agreement may be marked as "Protected Data" by the generating Party as authorized in the Participant's Agreement. The Parties and the Government shall have unlimited rights, *i.e.*, no nondisclosure or use limitations in all information generated under the Agreement not marked as Protected Data. Each Party agrees to not disclose to a third party properly marked Protected Data in accordance with the marking authorized by the Participant's Agreement, unless otherwise agreed upon in writing. Other than Protected Data, neither Party shall exchange information under this Agreement that it considers to be subject to disclosure restrictions except as may be authorized under a DUA that establishes the terms and conditions of such exchange. The Parties agree to secure pre-publication review from each other wherein the non-publishing Party shall provide within 30 days any written objections to be considered by the publishing Party and to produce a final report

4. Any tangible personal property produced or acquired in conducting the work under this Agreement shall be owned by the Party paying for it. There will be no jointly funded tangible personal property. Tangible personal property shall be disposed of as directed by the owner at the owner's expense. Additional terms applicable to tangible personal property may be addressed in an Appendix or separate agreement, with this Agreement controlling if there is a conflict with this Agreement.

5. This Agreement may be terminated by either Party with 30 days written notice to the other Party. The effective date of this Agreement shall be the signature date of the last of the Parties to sign this Agreement. If not earlier terminated by either Party this Agreement will expire on the Expiration Date listed above.

6. THE GOVERNMENT, THE PARTICIPANT, 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 AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, 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 DEVELOPED UNDER THIS AGREEMENT.

7. To the extent permitted by state law and except for any liability resulting from any negligent acts, willful misconduct, or omissions of the Contractor or the Government, the Participant indemnifies the Government and the Contractor for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage as a result of the making, using, or selling of a product, process, or service by or on behalf of the Participant, its assignees, or its licensees, which was derived from this Agreement.

8. EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA, OR SERVICES UNDER THIS AGREEMENT.

9. The Parties shall attempt to jointly resolve all disputes arising from this Agreement. The Participant is encouraged to contact the Contractor's Technology Partnership Ombudsman to try to resolve any dispute. If the Parties are unable to resolve a dispute within a reasonable period of time, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. Any dispute under this Agreement shall be governed by U.S. Federal law.

10. If the Participant is performing work at Contractor's Laboratory, as a precondition to performing such work Participant must complete all Contractor's Site Access documents and requirements. Participant must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and Contractor. In the event the Participant fails to comply with said regulations and requirements, Contractor may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Participant's activities at the Laboratory.

11. This Agreement, including the Appendix A Statement of Work and the DUA, represents the entire understanding between the Parties, and supersedes all other prior agreements, express or implied, between the Parties concerning the subject matter of this Agreement. Use of the name of a Party, or its employees in any promotional activity,

including press releases, regarding this Agreement, requires written approval of the named Party. Any agreement to materially change any terms or conditions of this Agreement, the Appendix A, or the DUA shall be valid only if the change is made in writing, executed by the Parties hereto and approved by DOE.

Section 3B – Bridge Agreements for Gensis Mission Projects Open (NO DUA)

BRIDGE AGREEMENT FOR GENESIS MISSION PROJECTS – OPEN (NO DUA)

Authority 15 U.S.C. 3710a

[INSERT AGREEMENT IDENTIFIER] (“Agreement”)

[CONTRACTOR], as Management and Operating (M&O) Contractor for [DOE National Laboratory] is performing under [INSERT CONTRACT NUMBER] with the U.S. Department of Energy (DOE). The obligations of [CONTRACTOR] shall apply to any successor operator of [DOE NATIONAL LABORATORY].

1. LAB AGREEMENT NO. [Lab funding agreement]	2. Participant’s Funding Agreement [OTA/Sub IDENTIFIER]
3. TO: [LABORATORY CONTACT INFO]	4. FROM: [PARTICIPANT CONTACT INFO]
5. [DOE PROGRAM INFO]	6. DATA PROTECTION: ☐ Protected Data (___ years approved by DOE)
8. WORK: [Contractor] will collaborate with Participant for “Insert Project Title Here” in accordance with the Statement of Work, dated [INSERT DATE]. The work is subject to site access requirements, and first deployment requirements in the above identified agreement, for example. foreign national access (DOE O 142.3B), foreign ownership or interests (DOE O 485.1), security review, and site access controls, and all Access Restrictions of the Laboratory. This Agreement expires [INSERT DATE CONSISTENT WITH SOW] (“Expiration Date”)	
9. AGREEMENT FUNDING AMOUNT (No Funds Exchanged) Participant’s estimated contribution (in-kind): $ Government’s estimated contribution to Contractor (provided directly to Contractor): $	
	TOTAL: $XX,XXX

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

FOR: [CONTRACTOR]	FOR: [PARTICIPANT]
(Signature) (Date)	(Signature) (Date)
(Name)	(Name)
(Title)	(Title)

TERMS AND CONDITIONS

1. The Contractor, subject to available funding, and Participant, agree to collaborate as described in the Statement of Work attached as Appendix A. Each party's performance of work is subject to the funding agreement identified on the cover page of this agreement. Contractor and Participant are each referred to herein as Party and collectively as Parties. A Party may authorize others to perform work on its behalf subject to these same terms with the written consent of the other party. A Party's use of others to perform work on its behalf under this Agreement does not alter that Party's sole responsibility for the work and does not relieve that Party of its obligations under this Agreement.

2. To the extent that intellectual property is developed under this Agreement, rights between the Parties shall be as follows: For inventions, copyrightable information, and data generated by the Contractor under this Agreement, the Contractor's M&O Contract applies. For inventions, copyrightable information, and data generated by the Participant under this Agreement, the Participant Agreement, identified above. The Parties agree to disclose to each other each Subject Invention (as defined in their respective M&O Contract or Participant's Agreement) within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party. Participant acknowledges that Contractor has offered to Participant an option to negotiate an exclusive license for a pre-negotiated field of use for reasonable compensation to any Contractor Subject Invention.

3. The Parties and the Government shall have unlimited rights, i.e., no nondisclosure or use limitations in all information generated under the Agreement. Neither Party shall exchange information under this Agreement that it considers to be proprietary. Each Party expressly warrants that it has the necessary rights to distribute to DOE, the Contractor and the public all information exchanged.

4. Any tangible personal property produced or acquired in conducting the work under this Agreement shall be owned by the Party paying for it. There will be no jointly funded tangible personal property. Tangible personal property shall be disposed of as directed by the owner at the owner's expense. Additional terms applicable to tangible personal property may be addressed in an Appendix or separate agreement, with this Agreement controlling if there is a conflict with this Agreement.

5. This Agreement may be terminated by either Party with 30 days written notice to the other Party. The effective date of this Agreement shall be the signature date of the last of the Parties to sign this Agreement. If not earlier terminated by either Party this Agreement will expire on the Expiration Date listed above.

6. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN 3, THE GOVERNMENT, THE PARTICIPANT, 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 AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, 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 DEVELOPED UNDER THIS AGREEMENT.

7. The Parties agree that they will assert Copyright in all data generated under this Agreement (e.g. curated data, AI Model, including its source code, model weights/parameters, and architecture) and use a mutually agreed-upon open-source copyright license (including an appropriate disclaimer) with the intention that the generated data will be made publicly available once finalized.

8. EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA, OR SERVICES UNDER THIS AGREEMENT.

9. The Parties shall attempt to jointly resolve all disputes arising from this Agreement. The Participant is encouraged to contact the Contractor's Technology Partnership Ombudsman to try to resolve any dispute. If the Parties are unable to resolve a dispute within a reasonable period of time, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. Any dispute under this Agreement shall be governed by U.S. Federal law.

10. If the Participant is performing work at Contractor's Laboratory, as a precondition to performing such work Participant must complete all Contractor's Site Access documents and requirements. Participant must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and Contractor. In the event the Participant fails to comply with said regulations and requirements, Contractor may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Participant's activities at the Laboratory.

11. The Parties agree to secure pre-publication review from each other wherein the non-publishing Party shall provide within 30 days any written objections to be considered by the publishing Party. The Parties agree to produce a final report, including an abstract suitable for release to the public at time of completion or termination. The Contractor has the responsibility to provide this information at the time of its completion to the DOE Office of Scientific and Technical Information.

12. This Agreement, including the Appendix A Statement of Work, represents the entire understanding between the Parties, and supersedes all other prior agreements, express or implied, between the Parties concerning the subject matter of this Agreement. Use of the name of a Party, or its employees in any promotional activity, including press releases, regarding this Agreement, requires written approval of the named Party. Any agreement to materially change any terms or conditions of this Agreement or Appendix A shall be valid only if the change is made in writing, executed by the Parties hereto and approved by DOE

Section 4 – Work Authorization Templates

Section 5 - Multi-lateral/Bilateral DOE or NNSA Laboratory/Plant/Site Utilization AI Agreement (M/BDLUA) Template

Multi-lateral DOE or NNSA [Insert Name Laboratory/Plant/Site] Utilization AI Agreement (MDLUA)

BETWEEN
_____ ("Lead Contractor")

AND

Facility Operator of _____ [Laboratory/Plant/Site] (under DOE or NNSA Prime Contract No. [Insert Contract #])
AND
_____ ("Project Contractor A")
Facility Operator of _____ [Laboratory/Plant/Site] (under DOE or NNSA Prime Contract No. [Insert Contract #])
AND
_____ ("Project Contractor B")
Facility Operator of _____ [Laboratory/Plant/Site] (under DOE or NNSA Prime Contract No. [Insert Contract #])

AND

Any additional Project Contractors that become parties hereto
(Collectively, "the Parties")

ARTICLE I. SCOPE OF WORK

Lead Contractor has entered into [_____] ("AI Agreement(s)") with a third party ("Participant"). The AI Agreement(s) is attached hereto as **Exhibit A**. Lead Contractor's performance of the work in this AI Agreement requires the participation of the Project Contractor(s). In as much as both Lead Contractor and Project Contractor(s) operate under their respective Management and Operating (M&O) contracts and such contracts outline the terms and conditions for performing such work, the Parties hereby agree to perform their respective tasks outlined in the applicable statement of work ("SOW", also referred to as the "Project")

[OPTIONAL: attached as Exhibit B] in accordance with the terms of their M&O Contract and to extent that funding is available. This may include collaborating with one another, the Participant, and third parties as needed to execute the tasks outlined in the SOW and to provide the deliverables outlined therein. As necessary, additional funding agreements (e.g. an Inter-Entity Work Order) may be used to transfer funding from Lead Contractor to Project Contractor for the project.

Under this MDLUA, the Parties commit to reporting progress and resources utilized in the Project to the Lead Contractor and DOE in support of the AI Agreement and SOW. This includes supporting and contributing to the tasks and deliverables as stated in the SOW between the Lead Contractor and the Participant.

ARTICLE II. TERM OF THE AGREEMENT

This Agreement shall be effective between the Lead Contractor and the initial Project Contractor upon the date on which it is signed by the last of those specific Parties ("MDLUA Effective Date"). This MDLUA shall

continue for the duration of the AI Agreement(s) (as may be amended from time to time). Additional Project Contractors may be added to this MDLUA at different times. A Project Contractor may become a party to this MDLUA by executing a separate **Counterpart Signature Page** to the Lead Contractor. The MDLUA shall be binding upon the Project Contractor on the date such signature page is countersigned by the Lead Contractor, without requiring the signature of any other existing party. Lead Contractor shall provide a copy of the fully executed signature page of any newly added Project Contractor to all existing Parties.

The Lead Contractor may terminate this Agreement for any reason at any time by written notice to the other Party. Any Project Contractor may terminate its participation in this MDLUA for any reason at any time with thirty days' written notice to the Lead Contractor. The termination of this Agreement with respect to one Project Contractor shall not affect the validity or enforceability of the MDLUA as to any other Party. The MDLUA will continue to govern the relationship between the Lead Contractor and the remaining Project Contractors until otherwise terminated in accordance with this clause.

The Parties acknowledge that the Project is dynamic. The Lead Contractor may, from time to time, amend the Statement of Work (SOW) to increase tasks or deliverables for a specific Project Contractor. Such modifications shall be executed via a written amendment to this BDLUA, provided by notice to all Parties, and written acknowledgement by the impacted Project Contractor. Lead Contractor shall notify all other Parties to this Agreement of the material terms of AI Agreement(s) with Participant, including any applicable non-standard terms or data requirements.

ARTICLE III. INTELLECTUAL PROPERTY RIGHTS

Rights and dispositioning of any intellectual property developed as part of this MDLUA will be governed by the AI Agreement(s) of the Lead Contractor (**Exhibit A**) with each Project Contractor(s) having the same rights and privileges as if Project Contractor were "Lead Contractor" in the AI Agreement(s). The Participant shall be entitled to receive from each Project Contractor the same rights and benefits under this MDLUA as if each Project Contractor were a signatory to the AI Agreement.

ARTICLE IV. LABORATORY SITE ACCESS, SAFETY AND HEALTH

In the event work under the AI Agreement(s) involves personnel of a Party or the Participant ("Workers") accessing or performing work at the other Party's facilities ("Host Facility"), Workers must, as a precondition, complete all of the Host Facility's Site Access documents and requirements. Workers shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Workers must comply, or risk immediate expulsion, with all applicable safety, health, access to information, security and environmental regulations and the requirements of the DOE and Host Facility.

For the LEAD CONTRACTOR:	**For the PARTICIPATING CONTRACTOR:**
Signature/Date:	Signature/Date:
By:	By:
Title:	Title:

FOR ADDITIONAL PROJECT CONTRACTORS, AS APPLICABLE

[Additional signature blocks may be attached.]

Section 6 – Guidance for Unfunded Participants
Section 6a – Guidance for Unfunded Participants (Open)

Include the following required GM Terms as an Appendix to GM Bridge Agreement for Unfunded Participants using an Open Data model

Section I. Data Rights

Open Data Rights Clause

(a) The Participant:

(1) shall have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE/NNSA.

(2) shall ensure that all Data it provides or delivers under this Agreement are accompanied by rights and permissions sufficient to allow the Government and other Project participants to use such Data as required by this Agreement, including any rights necessary for reproduction, derivative works, distribution, public performance, and public display.

(b) The Government shall:

(1) have Unlimited Rights in all delivered Data.

(2) at its sole discretion, disregard and remove any protective markings on any Data delivered. However, the Participant shall be provided with at least 30 days to redeliver such data with corrected markings.

(3) have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered.

(c) Publication Clause

a. Participant is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [Enter the award number(s)]."
Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or 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 herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect

those of the United States Government or any agency thereof."

c. Subject to this Agreement, either party may release general information regarding activities conducted under this award. Participant, however, shall not issue any press release resulting from activities conducted under this Agreement without DOE/NNSA approval, which shall not be unreasonably withheld or delayed.

d. The terms and conditions of this clause shall survive this Agreement.

Section II. Research, Technology and Economic Security (RTES)

(1) Foreign Entity Participation

A Foreign Entity is not eligible to participate as either a Participant or subcontractor. In limited circumstances the Laboratory may request a waiver from DOE/NNSA to allow a foreign entity to participate, through the Contracting Officer (CO).

(2) Prohibition on Incorporation in, or Ownership or Control by, Foreign Countries of Concern

Throughout the life of the Agreement, the Participant, parent company, contractor, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Participant must immediately alert the CO.

(3) Entity of Concern Prohibition

No Entity of Concern as defined in Section 10114 of Public Law 117-167 (42 USC 18912) may participate in the performance of the Milestones.

(4) Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Milestones.

(5) Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Participant must cooperate with DOE/NNSA requests for information, including the following required disclosures and certifications for all covered individuals listed on the application and entities which must be updated within fifteen (15) business days of any changes except advanced notice to DOE/NNSA must be given for changes relating to a Foreign Country of Concern: DOE Common Form for Current and Pending (Other) Support (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification (see RFA), DOE Common Form for Biosketch (NSPM-33), and

Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New covered individuals listed on the application and entities added during the term of the Agreement must provide the disclosures above and receive DOE approval before participating. All information provided must be inclusive of the Participant. DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of the Milestones, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE/NNSA to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may withhold Payment or terminate the Agreement.

DOE/NNSA decision regarding a due diligence review is not appealable.

(6) Performance of Work in the United States

All work performed under DOE agreements must be performed in the United States unless the DOE CO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Participant and subcontractor should make every effort to purchase supplies and equipment within the United States. The Participant must flow down this requirement to its subcontractors. The Participant is responsible should any work under this agreement be performed outside the United States, absent a waiver, regardless if the work is performed by the Participant, subcontractors or other project partners. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Participant must submit a written waiver request to the DOE/NNSA CO.

(7) Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this agreement should be American-made.

(8) Conflicts of Interest

The Participant shall adopt and maintain a conflict-of-interest policy under this Agreement, which shall be provided to DOE/NNSA upon request. This conflict of interest policy shall address both individual conflicts of interest as related to Key Personnel and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

The Participant shall disclose in writing to the DOE/NNSA CO any potential or actual Conflict of Interest as soon as reasonably practical after discovery thereof. The Participant and the DOE/NNSA shall jointly develop a mitigation plan to address Conflicts of Interest as they arise.

(9) Annual List of Personnel

The Participant shall submit an updated list of all personnel working on the project on an annual basis to the DOE/NNSA CO, including all subcontractors.

Section IV. Communication

A. Administration. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE/NNSA, or any other document that binds the government, may be made on by the DOE/NNSA CO. Contractual matters under this agreement shall be referred to the following representatives of the Parties:

DOE/NNSA Contracting Officer: Name, Phone, Email

Patent Counsel: Name, Phone, Email

Laboratory Participant Point of Contact: Name, Phone, Email

B. Technical and Milestone Deliverables. Technical matters and milestone deliverable matters under this Agreement shall be referred to the following representative:

DOE Technical Representative: Name, Phone, Email

C. Change of Designated Representative. Each party may change its representatives na med in this Article by written notification to the other parties.

Section V. Termination

The Department of Energy reserves the right to terminate this award. In the event of any termination of the award made under DE-FOA-0003612, DOE/NNSA reserves the right to unilaterally withhold funding not yet distributed pursuant to the Milestones outlined in the Work Authorization. Mutual termination does not impose any requirements that DOE/NNSA pay in whole or part for milestones not achieved.

In the event of any termination by DOE/NNSA, neither DOE/NNSA nor the Participant shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subcontractors, or customers as a result of any termination of this Agreement. DOE/NNSA's or the Participant's liability for any damages under the Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party. However, in no instance shall DOE/NNSA's liability for termination exceed the total amount due under the milestone towards which the Participant is currently working under this Agreement.

Section VI. Defined Terms

In addition to terms defined in other provisions of this Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

"AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.

"Covered Individual" means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate covered individuals during the agreement period of performance.

"Curated Data" shall mean any Data generated in the performance of Milestone 2 or Technical Objective 2.

"Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing or management information.

"Data and Intellectual Property Rights Certification" shall mean a formal written statement, signed by an authorized representative of the Participant, delivered as part of a Milestone or Technical Objective, which attests that the Participant has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use as contemplated under this Agreement.

"Effective Date" shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

"Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and the Republic of Belarus, or any other country determined to be a foreign country of concern by the Secretary of State and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

"Foreign Entity" shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, and does not have a physical location for business in the United States. The term "Foreign Entity" also includes international organizations, foreign governments and any agency or subdivision of

foreign governments including state-owned enterprises. The term "Foreign Countries of Concern" and "Foreign National" are separate terms and not necessarily covered under the definition of a Foreign Entity although "Foreign Countries of Concern" are also "Foreign Entities".
"Foreign National" shall mean any individual other than a U.S. citizen.

"Government" shall mean the Federal government of the United States of America including its agencies and departments.

"Intellectual Property" shall mean any and all subject inventions, copyrights, and trademarks developed by a Participant.

*"*Limited rights Data*"* shall mean data developed at private expense and first produced outside the performance of this agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

"Material Breach" shall mean a breach by the Participant or DOE of any of its obligations under this Agreement including those which result, or are likely to result, in the inability of the Participant or DOE to effectively complete the Milestones. This includes but is not limited to the failure to achieve Milestones, breach of provisions included in the Agreement.

"Model Data" shall mean any data generated in the performance of Milestone 3- Creation of an AI Model.

"Non-Public Data" shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

"Organizational Conflicts of Interest" shall mean where the Participant is unable, or appears to be unable, to be impartial in conducting activities under this agreement due to its relationships with affiliates, organizations, or any other interested party.

"Unlimited Rights" shall mean the right of the Government 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.

Section 6b – Guidance for Unfunded Participants (Proprietary)

Include the following required GM Terms as an Appendix to GM Bridge Agreement for Unfunded Participants **NOT** using an Open Data model

Section I. Data Rights

(a) Definitions

(1) Limited Rights Data, as used in this clause, means data (other than computer software) developed at private expense and first produced outside the performance of this agreement that embody trade secrets or are commercial or financial and confidential or privileged.

(2) Restricted Computer Software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

(b) The Participant shall:

(1) have the right to protect the Limited Rights Data with the following notice.

Limited Rights Notice

(a) These data are submitted with limited rights under Government agreement No. (and subaward/ contract No.). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Participant, be used or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use by Federal support services contractors within the scope of their contracts, including, but not limited to, DOE/NNSA laboratories, plants, and sites; or
(ii) for evaluation purposes to DOE/NNSA laboratories, plants, and sites, and non-profit research institutions.

(b) This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

(2) have the right to protect Curated Data and Model Data developed in the performance of work under the Bridge Agreement (under the authority of 15 USC 3710a) consistent with 15 USC 3710a(c)(7)(B) with the following notice.

Protected Rights Notice

> These protected data were produced under agreement no. (INSERT BRIDGE AGREEMENT NUMBER) *between (INSERT THE PARTICIPANT) and (INSERT LABORATORY NAME) operated for the Government* by (INSERT CONTRACTOR OPERATOR) under Contract no. (INSERT CONTRACT NUMBER) and may not be published, disseminated, or disclosed to others outside the Government or its contractors until (INSERT TERM AUTHORIZED BY DOE/NNSA) years after the date the data were first produced except for: (1) evaluation of work under the restriction that this data will be retained in confidence and not be further disclosed or (2) disclosure to a DOE/NNSA contractor under the restriction that this data will be retained in confidence and not be further disclosed, unless express written authorization is obtained from the Participant. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.
> (End of notice)

(3) Have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE.

(4) Obtain all Data and rights therein necessary to fulfill its obligations to the Government under this Agreement.

(5) Negotiate and execute a Bridge Agreement including the allocation of data rights comprising at least the following elements before beginning work under this agreement, unless otherwise approved by DOE/NNSA:
   (i) RESERVED
   (ii) Each party shall ensure that any Data it provides under this Agreement is accompanied by the rights and permissions necessary for use as required by this Agreement and shall provide data source or license documentation upon request.
   (iii) The protection of any data shared amongst the parties consistent with this Agreement, including any Appendices.
   (iv) Allocation of rights in AI Artifacts generated in the performance of work under this Agreement.

(c) The Government shall:
   (1) Have unlimited rights in all delivered Data not having a protective marking authorized by (b)(1) and (b)(2) of this Clause.
   (2) At its sole discretion, disclose any delivered Data for use solely in the evaluation of work under this Agreement under the restriction that any Data provided with the above Protected Rights Notice will be retained in confidence and not be further disclosed.

(3) At its sole discretion, disregard and remove any protective markings not authorized by (b)(1) and (b)(2) of this Clause. However, the Participant shall be provided with at least 30 days to redeliver such data with corrected markings.

(4) At its sole discretion, disregard and remove any protective markings on Data delivered:
   (i) at the end of the protection period;
   (ii) upon breach of Section (d) entitled "Access Restrictions and Limited U.S. First Deployment";
   (iii) if the data becomes publicly known or available from other sources; or
   (iv) if the Participant disseminates or authorizes DOE/NNSA or another to disseminate such data without obligations of confidentiality.

(5) Have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered. Notwithstanding the foregoing, Data properly marked with the above Protected Notice shall be prohibited from disclosure outside the Government as required by the Protected Rights Notice.

(d) **Access Restrictions and Limited U.S. First Deployment**

(1) Definitions
   (i) "AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.
   (ii) "Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to this Agreement administration, such as financial, administrative, cost or pricing or management information.
   (iii) "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.
   (iv) "Foreign Entity" shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term "Foreign Countries of Concern" and "Foreign National" are separate terms and not necessarily covered under the definition of a Foreign Entity although "Foreign Countries of Concern" are also "Foreign Entities".
   (v) "Foreign National" shall mean any individual other than a U.S. citizen.
   (vi) "Government" shall mean the Federal government of the United States of America including its agencies and departments.
   (vii) "Intellectual Property" shall mean any and all subject inventions, copyrights, and trademarks developed by a Participant.

(viii) "Non-Public Data" shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

(ix) "Bridge Agreement" means an agreement between the Participant and their partners/collaborators in the performance of the Milestones, which is intended to address all data rights, including allocation of rights to AI Artifacts. The Bridge Agreement includes agreements with DOE/NNSA contractors, preferably using the preapproved AI BRIDGE AGREEMENT containing a Data Use Agreement (DUA) template.

(x) "AI Artifact" shall mean AI Artifacts developed in performance of the Milestones, including a Bridge Agreement.

(2) **Access and Transfer Prohibition**. Participant agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity subject to the jurisdiction of a Foreign Country of Concern, without DOE/NNSA's prior written approval. Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of intellectual property to the general public (e.g. an open-source license or public domain).

(3) **U.S. First Deployment**. For a period of two years from the completion or termination of this Agreement with DOE/NNSA, the Participant agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity not subject to the jurisdiction of the United States of America, without DOE/NNSA's prior written approval. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of Intellectual Property or Non-Public Data to the general public (e.g. an open-source license or public domain). Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance.

(4) **Immediate Access Termination**. Any access or transfer of rights in violation of the above terms shall be immediately null and void. In the event of any rights holder's bankruptcy or related financial proceeding, insolvency, or other material financial distress that, in the sole judgment of DOE/NNSA, creates an unmanageable risk of unauthorized transfer or disclosure of Intellectual Property and/or Non-Public Data to a Foreign Country of Concern, all rights granted or access provided shall terminate immediately, and the Participant shall take all necessary steps to secure and prevent further dissemination of such Intellectual Property and/or Non-Public Data.

(5) The Participant shall include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, that may include the exchange of Non-Public Data.

(e) The terms and conditions of this clause shall survive this Agreement.

Section II. Research, Technology and Economic Security (RTES)

(1) Foreign Entity Participation

A Foreign Entity is not eligible to participate as either a Participant or subcontractor. In limited circumstances the Laboratory may request a waiver from DOE/NNSA to allow a foreign entity to participate, through the Contracting Officer (CO).

(2) Prohibition on Incorporation in or Ownership or Control by Foreign Countries of Concern

Throughout the life of the Agreement, the Participant, parent company, contractor, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Participant must immediately alert the CO.

(3) Entity of Concern Prohibition

No Entity of Concern as defined in Section 10114 of Public Law 117-167 (42 USC 18912) may participate in the performance of the Milestones.

(4) Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Milestones.

(5) Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Participant must cooperate with DOE/NNSA requests for information, including the following required disclosures and certifications for all covered individuals listed on the application and entities which must be updated within fifteen (15) business days of any changes except advanced notice to DOE/NNSA must be given for changes relating to a Foreign Country of Concern: DOE Common Form for Current and Pending (Other) Support (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification (see RFA), DOE Common Form for Biosketch (NSPM-33), and

Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New covered individuals listed on the application and entities added during the term of the Agreement must provide the disclosures above and receive DOE approval before participating. All information provided must be inclusive of the Participant. DOE/NNSA may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section, DOE/NNSA may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of the Milestones, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE/NNSA to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE/NNSA may withhold Payment or terminate the Agreement.

DOE/NNSA decision regarding a due diligence review is not appealable.

(6) Performance of Work in the United States

All work performed under DOE agreements must be performed in the United States unless the DOE CO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Participant and subcontractor should make every effort to purchase supplies and equipment within the United States. The Participant must flow down this requirement to its subcontractors. The Participant is responsible should any work under this agreement be performed outside the United States, absent a waiver, regardless if the work is performed by the Participant, subcontractors or other project partners. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Participant must submit a written waiver request to the DOE/NNSA CO.

(7) Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this agreement should be American-made.

(8) Conflicts of Interest

The Participant shall adopt and maintain a conflict-of-interest policy under this Agreement, which shall be provided to DOE/NNSA upon request. This conflict-of-interest policy shall address both individual conflicts of interest as related to Key Personnel and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

The Participant shall disclose in writing to the DOE/NNSA CO any potential or actual Conflict of Interest as soon as reasonably practical after discovery thereof. The Participant and the DOE/NNSA shall jointly develop a mitigation plan to address Conflicts of Interest as they arise.

(9) Annual List of Personnel

The Participant shall submit an updated list of all personnel working on the project on an annual basis to the DOE/NNSA CO, including all subcontractors.

Section IV. Communication

A. Administration. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE/NNSA, or any other document that binds the government, may be made on by the DOE/NNSA CO. Contractual matters under this agreement shall be referred to the following representatives of the Parties:

DOE/NNSA Contracting Officer: Name, Phone, Email

Patent Counsel: Name, Phone, Email

Laboratory Participant Point of Contact: Name, Phone, Email

B. Technical and Milestone Deliverables. Technical matters and milestone deliverable matters under this Agreement shall be referred to the following representative:

DOE Technical Representative: Name, Phone, Email

C. Change of Designated Representative. Each party may change its representatives named in this Article by written notification to the other parties.

Section V. Termination

The Department of Energy reserves the right to terminate this award. In the event of any termination of the award made under DE-FOA-0003612, DOE/NNSA reserves the right to unilaterally withhold funding not yet distributed pursuant to the Milestones outlined in the Work Authorization. Mutual termination does not impose any requirements that

DOE/NNSA pay in whole or part for milestones not achieved.

In the event of any termination by DOE/NNSA, neither DOE/NNSA nor the Participant shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subcontractors, or customers as a result of any termination of this Agreement. DOE/NNSA's or the Participant's liability for any damages under the Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party. However, in no instance shall DOE/NNSA's liability for termination exceed the total amount due under the milestone towards which the Participant is currently working under this Agreement.

Section VI. Defined Terms

In addition to terms defined in other provisions of this Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

"AI Artifact" shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Bridge Agreement.

"Covered Individual" means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate covered individuals during the agreement period of performance.

"Curated Data" shall mean any Data generated in the performance of Milestone 2 or Technical Objective 2.

"Data" shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing or management information.

"Data and Intellectual Property Rights Certification" shall mean a formal written statement, signed by an authorized representative of the Participant, delivered as part of a Milestone or Technical Objective, which attests that the Participant has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use as contemplated under this Agreement.

“Effective Date” shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

“Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and the Republic of Belarus, or any other country determined to be a foreign country of concern by the Secretary of State and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

“Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, and does not have a physical location for business in the United States. The term “Foreign Entity” also includes international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.

“Foreign National” shall mean any individual other than a U.S. citizen.

“Government” shall mean the Federal government of the United States of America including its agencies and departments.

“Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by a Participant.

*“*Limited rights Data*”* shall mean data developed at private expense and first produced outside the performance of this agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

“Material Breach” shall mean a breach by the Participant or DOE of any of its obligations under this Agreement including those which result, or are likely to result, in the inability of the Participant or DOE to effectively complete the Milestones. This includes but is not limited to the failure to achieve Milestones, breach of provisions included in the Agreement.

“Model Data” shall mean any data generated in the performance of Milestone 3- Creation of an AI Model.

“Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

“Organizational Conflicts of Interest” shall mean where the Participant is unable, or appears to be unable, to be impartial in conducting activities under this agreement due to its relationships with

affiliates, organizations, or any other interested party.

“Unlimited Rights” shall mean the right of the Government 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.