

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

LCLS and SSRL are facilities owned by the U S Department of Energy at SLAC and operated by Stanford University under contract with the DOE. The US invested hundreds of millions of dollars in designing and building SSRL and LCLS, and the annual operating costs are not insignificant. The DOE owns many such “User Facilities” at various DOE labs across the United States. The facilities are made available to Users under standard agreements prescribed by the DOE. Users may use the facilities under one of two sets of conditions – for free, which is the non-proprietary version, or on a “full cost recovery” basis, which is the proprietary agreement. SLAC has very limited flexibility in negotiating the terms and conditions to either of the versions.

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

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

Indemnity. The DOE will not likely approve any changes to the indemnity language.

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

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

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