**Memorandum of Understanding**

**Between [Name]**

**And**

**UChicago Argonne, LLC, operator of**

**Argonne National Laboratory**

**1. Introduction**

This Memorandum of Understanding (MOU) outlines the intended collaboration between [Name] and UChicago Argonne, LLC, operator of Argonne National Laboratory (ANL) under Prime Contract No. DE-AC02-06CH11357 with the United States Department of Energy (DOE).

The goal of this collaboration is to promote cooperation between [Name] and ANL in areas of common scientific and technical interests in field of large language models and foundation models in microbiology. More specifically, the fields of cooperation are in the area of advanced materials with the intent to continue to improve the performance, cost competitiveness and adoption of these advanced materials in the energy storage industry.

This MOU constitutes an understanding between [Name] and ANL to consider ways in which to cooperate in areas of mutual interest. The MOU is not, nor is it intended to be, a legally binding instrument.

**2. Collaboration**

Collaboration may take in any or all of the following forms:

* Data sharing of text related to the submission and review of scientific papers.
* Supporting the safe use of large language models.
* Collecting training data for large language models.

After the scientific and technical personnel of [Name] and ANL have agreed upon the technical feasibility and the suitability of any project, ANL will have the final responsibility for approving projects to be carried out at ANL, and [Name] will have final responsibility for approving projects to be carried out at [Name].

Each institution will provide materials and personnel as needed to handle specific responsibilities for approved projects. The specific services and resources to be provided by each Party and implementation plan and schedule will be detailed in a Statement of Work and agreed to by each Party for an approved project.

All the details of a project are subject to the appropriate written contractual agreement, availability of funds for the Parties, data protections, and prior approval applicable Government authorities, including the DOE.

**3. Publications**

The Parties may publish the results of cooperative research on a case-by-case basis as the Parties may hereafter agree.

**4. Intellectual Property**

The Parties agree that this MOU is not intended to alter the ownership rights of the Parties to the background intellectual property. Rights to intellectual property arising from cooperative arrangements between the Parties shall be specified in the written contractual agreements for each project, in accordance with applicable statutes and regulations and as the Parties may agree.

**5. Information**

No Proprietary information may be exchanged under this MOU. If there is an exchange of proprietary information for activities related to this MOU, such proprietary information will be governed by a separate non-disclosure agreement (Agreement).

**6. Export Requirements**

Each Party understands that any technology, software, data, materials, or other information that may be transmitted or received pursuant to this MOU may be subject to Government laws and regulations regarding export and that an export license or authorization may be required before export or re-export. Each Party agrees to obtain and/or comply with any and all export licenses, and to comply fully with all export control laws and regulations.

**7. Special Considerations**

A. The implementation of any of the projects is dependent on the approval of funds for each fiscal year of the project and approval and execution of appropriate written agreements for both Parties.

B. This MOU shall be effective upon the date of the last Party to sign and shall continue for a period of three (3) years unless either Party provides to the other Party written notice of termination. The Parties understand that at any time either Party is free to terminate this MOU and/or discussion regarding potential contractual terms without penalty. Termination of this MOU shall not affect any projects that are active at the time of notification under an appropriate written agreement, except as mutually agreed.

C. All contractual obligations for each of the approved projects shall be pursuant to appropriate written authorization and appropriate approvals by each Party, including approvals from the U.S. Department of Energy.

D. Nothing herein contained shall be deemed to create an agency, joint venture, partnership or fiduciary relationship between the Parties.

E. Nothing herein is to be construed as requiring either Party to seek approval of the other Party or to refrain from entering into other contractual arrangements with third parties relating to the research and development.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU in duplicate by the undersigned. This MOU may be signed in separate counterparts, and faxed, or scanned and e‑mailed to the other Party; the faxed or scanned signatures will be accepted as originals.

**UChicago Argonne, LLC [Name]**

**Operator of Argonne National Laboratory**

By: By:

Name: Name:

Title: Title:

Date: Date: