

PROJECT LETTER AGREEMENT
hereinafter "PLA"
No. X

To MASTER TERMS AND CONDITIONS For
CRADA No. CRD-09-XXX

between

The Alliance for Sustainable Energy, LLC, Operator of
The National Renewable Energy Laboratory
under its U.S. Department of Energy Contract No. DE-AC36-08GO28308,
1617 Cole Blvd., Golden, CO 80401 (hereinafter "Contractor")

and

Company
Address
City, State, Zip

(hereinafter "Participant"),

both being hereinafter jointly referred to as the "Parties."

The Parties hereby agree that this PLA incorporates the Master Terms and Conditions for CRADA No. CRD-09-XX, except for the following Articles, which replace the correspondingly numbered Articles of the Master Terms and Conditions in their entirety.

ARTICLE II. Joint Work Statement

Appendix A, Joint Work Statement attached to this PLA is hereby incorporated into the CRADA

ARTICLE III. Term, Funding, and Costs

- A. The effective date of this PLA shall be the later date of (1) the date on which it is signed by the last of the Parties hereto or (2) the date on which it is approved by a DOE Contracting Officer. The work to be performed under this PLA shall be completed within 36 months from the effective date.
- B. The Participant's estimated in-kind contribution is <\$00,000.00>. The Government's estimated in-kind contribution, which is provided through the Contractor's contract with DOE, is <\$00,000.00> subject to available funding.

ARTICLE VIII. Obligations As To Protected CRADA Information

- A. Each Party may designate as Protected CRADA Information any Generated Information produced by its employees which meets the definition of Article I.F and, with the agreement of the other Party, so designate any Generated Information produced by the other Party's employees which meets the

definition of Article I. F. All such designated Protected CRADA Information shall be appropriately marked.

- B. For a period of 3 years from the date Protected CRADA Information is produced, the Parties agree not to further disclose such information except:
- (1) as necessary to perform this CRADA;
 - (2) as provided in Article XI [REPORTS AND ABSTRACTS];
 - (3) as requested by the DOE Contracting Officer to be provided to other DOE facilities for use only at those DOE facilities with the same protection in place;
 - (4) to existing or potential licensees, affiliates, customers, or suppliers of the parties in support of commercialization of the technology with the same protection in place. Disclosure of Participant's Protected CRADA Information under this subparagraph shall only be done with Participant's consent; or
 - (5) as mutually agreed by the Parties at the time the information is designated or at a subsequent meeting where Protected CRADA Information is periodically reviewed.
- C. The obligations of B. above shall end sooner for any Protected CRADA Information which shall become publicly known without fault of either Party, shall come into a Party's possession without breach by that party of the obligations of paragraph B above, or shall be independently developed by a Party's employees who did not have access to the protected CRADA Information.

Article XXVII. Notices

- A. Any communications required by this CRADA, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by verified facsimile. Address changes shall be given in accordance with this article and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this CRADA.

FORMAL NOTICES AND COMMUNICATIONS, COPIES OF REPORTS

Participant:

<Name>
<Participant company>
<Address>
<City, state, zip>
Tel: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

Contractor:

Anne Miller
Office of Technology Transfer
National Renewable Energy Laboratory,
Division of Midwest Research Institute
1617 Cole Boulevard
Golden, CO 80401-3393
Tel: (303) 384- 7353

Fax: (303) 275-3040

- B. Each Party shall assign and identify in writing a project manager prior to the start of the CRADA. Either party may change its project manager by providing written notification to the other Party. Each project manager shall be responsible for coordinating all matters relating to this CRADA, any statement of Work hereunder, and all other relating matters between the Parties. All communications between the Parties relating to this CRADA shall take place between the project managers.

PROJECT MANAGERS, REPORTS, COPIES OF FORMAL NOTICES AND COMMUNICATIONS:

Participant:

<Name>
<Participant company>
<Address>
<City, state, zip>
Tel: (xxx) xxx-xxxx
Fax: (xxx) xxx-xxxx

Contractor:

Steve Wilcox
National Renewable Energy Laboratory,
Division of Midwest Research Institute
1617 Cole Boulevard
Golden, CO 80401-3393
Tel: (303) 384- 7785
Fax: (303) 384- 6391

Approval:

FOR CONTRACTOR:
BY

TITLE

DATE

FOR PARTICIPANT:
BY

TITLE

DATE