ARTICLE 6

Inventions and Patents

6.1 Whenever an invention or discovery is made or conceived by the CONTRACTOR ~~as~~ or its employees in the course of or under this Agreement, the CONTRACTOR shall promptly furnish EPRI with complete information thereon including, without limitation, a written description thereof giving the date of the invention, naming the inventors and others involved in the development thereof.

6.2 The obligation for disclosure as set forth in Subsection 6.1 shall extend for a period of one (1) year after the conclusion of the Work performed under this Agreement.

6.3 Any invention or discovery within the purview of Subsections 6.1 and 6.2 shall be jointly owned by EPRI and the CONTRACTOR with each party receiving an undivided one-half (1/2) interest in and to any such invention or discovery, any United States or foreign patent applications filed thereon, and any patents maturing from any of such applications.

6.4 Where both EPRI and CONTRACTOR agree that a patent application is to be filed in any one or more countries, CONTRACTOR shall prepare and file such application(s) and the cost thereof and incidental thereto shall be shared equally by EPRI and CONTRACTOR. If either party elects not to share in such costs in any given country, all right, title and interest in and to a patent application, and any patent maturing therefrom, in such country shall

vest in the other party absolutely.

6.5 Patent applications and patents which are jointly owned by EPRI and CONTRACTOR may be licensed by EPRI or CONTRACTOR to any third parties on any appropriate, non-discriminatory terms, including reasonable royalty-bearing, royalty-free or paid-up royalty terms, without accountability of each to the other.

6.6 Both EPRI and CONTRACTOR for itself and for its employees agree to extend each to the other, or to its respective designee full cooperation in the enforcement of any patents obtained pursuant to the provisions of this Agreement including the giving of testimony and providing such records and documents relating to any inventions or discoveries as are represented by such patents as may be required relative to such enforcement. The party requesting such cooperation, unless otherwise agreed, shall bear the full cost of any enforcement proceedings and shall reimburse the other party for expenses incurred in response to such request for cooperation.

The obligation of this Subsection shall survive the termination of this Agreement and extend until the latest to occur of the following:

(a) a determination by a court or agency of competent jurisdiction of the unpatentability of any invention or discovery made under this Agreement; or

(b) the expiration of the term of the appropriate U.S. Letters Patent.

6.7 In order to comply with the covenants and undertakings of each to the other under this Article 6, and unless otherwise agreed, EPRI and CONTRACTOR agree that each will obtain any necessary consents or agreements from any of its respective employees, agents, representatives, paid consultants, and subcontractors engaged in Work under this Agreement.

6.8 Except as provided for in Subsection 6.6, no claim or compensation other than that provided by and under the provisions of this Agreement shall be asserted by CONTRACTOR or any of its employees with respect to any invention or discovery made or conceived in the course of or under this Agreement.

6.9 The CONTRACTOR shall comply with all provisions of the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq., and regulations thereunder with respect to inventions and discoveries and shall notify EPRI of instances in which notification of invention or discovery should be made to the Atomic Energy Commission.

6.91a It is recognized that during the course of Work under this Agreement, the CONTRACTOR or its employees may from time to time desire to publish data regarding scientific or technical developments made or conceived in the course of or under this Agreement. In order that public disclosure of such data will not affect ability of EPRI or CONTRACTOR to file patent applications

in the U.S. or foreign countries, approval for public disclosure shall be secured from the other party prior to any such disclosure. Such approval shall not be unreasonably withheld and in any event acted upon by EPRI within sixty days (60) of request by the CONTRACTOR. For the purposes of this subparagraph, "public disclosure" does not include use by CONTRACTOR for such internal use as would further the technical purposes of this Agreement.

6.91b In submitting any reports under this Agreement, the CONTRACTOR shall submit a statement by the primary author and Principal Investigator stating whether or not, to the best of their knowledge, there is inventive subject matter contained in such report. Such statement shall not, however, affect EPRI's right to determine whether or not an invention or discovery has been made or conceived in the course of or under this Agreement; provided, however, that in the event that the author and Principal Investigator state that there is no ~~patentable idea~~ inventive subject matter contained in the report, then in such case CONTRACTOR may, prior to any public disclosure, use the information contained in such report in its internal operations unrelated to this Agreement for educational purposes.

6.91c In any special circumstances in which CONTRACTOR requests a waiver of any obligation in subparagraphs a and b above, the request to EPRI shall be accompanied by a statement by the Principal Investigator that the data suggested for publication does not contain inventive subject matter.

6.92 Except as otherwise authorized in writing by

EPRI, the CONTRACTOR will insert in all subcontracts provisions making this Article 6 applicable to the subcontractor and its employees.