

Independent Investigator
User Agreement
for the
Advanced Photon Source
at
Argonne National Laboratory
Argonne, Illinois

This User Agreement is entered into by UChicago Argonne, LLC, an Illinois not-for-profit corporation, operator of Argonne National Laboratory (herein also called "Argonne"), acting under Prime Contract No. DE-AC02-06CH11357, as amended, with the United States Government (herein called "Government"), represented by the U.S. Department of Energy (herein called "Department"); and University of Puerto Rico-Mayaguez, (herein called "User"), an institution sending Independent Investigators to the Advanced Photon Source (APS) to use the facilities of APS-approved Collaborative Access Teams (CATs).

In consideration of the mutual benefits flowing from this Agreement, the parties agree as follows:

A. DESCRIPTION OF WORK

After securing prior Argonne and CAT approval, User shall be permitted to install equipment in designated areas of the APS facility and use designated beamlines and supporting APS and Argonne facilities to perform experiments in accordance with CAT-approved proposals and APS-approved safety practices. The duration of User's access to a designated beamline will be specified by the CAT that operates that beamline. This Agreement shall apply to all future experiments which are totally funded by User and performed at APS facilities. This Agreement shall be incorporated by reference in each Supplemental Agreement which contains a nonproprietary statement describing an experiment authorized to be performed at the APS.

B. PERSONNEL RELATIONSHIPS

User shall be responsible for the acts or omissions of its employees and agents and of all other persons that User allows to participate in the activities under this Agreement.

J. Individuals identified above for whom User is responsible and who are not actual employees of User shall be considered "employees" of User ONLY for the purposes of ownership of intellectual property in accordance with Attachment A. Such individuals will execute the Acknowledgment therefor.

C. PAYMENT OF EXPENSES

Before commencing activities at the Argonne APS Facility, User may establish an account at Argonne to enable the purchase of goods and services from Argonne. In the event an account is established, User shall be responsible for all authorized expenses incurred by Argonne in providing services and supplies to or on behalf of User and for all actual services and supplies used by User's employees and guests at the APS facility. At the time when the account is established, Argonne shall notify User of the mechanism for making payment. At that time and as Argonne's provisional direct and overhead rates which are established consistent with Argonne and DOE pricing policy are revised, User will be informed of those rates. Whenever Argonne adjusts its provisional rates to actual rates, the User account will be charged or credited accordingly. User shall pay in advance for capital equipment items and construction activities purchased through Argonne.

D. RIGHTS IN PATENTS, TECHNICAL DATA, AND COPYRIGHTS

With respect to rights in patents, technical data, and copyrights, the terms and conditions of Attachment A shall apply to this Agreement.

E. INDEMNITY AND LIABILITY

Except to the extent of their negligence or intentional misconduct, neither the Government, the Department, Argonne, nor persons acting on their behalf will be responsible for any injury to or death of persons or other living things or damage to or destruction of property or for any other loss, damage or injury of any kind whatsoever resulting from the performance of services or furnishings of materials hereunder.

NEITHER THE GOVERNMENT, THE DEPARTMENT, ARGONNE, NOR PERSONS ACTING ON THEIR BEHALF MAKES ANY WARRANTY, EXPRESS OR IMPLIED (1) WITH RESPECT TO THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION FURNISHED HEREUNDER, (2) THAT THE USE OF ANY SUCH INFORMATION MAY NOT INFRINGE PRIVATELY OWNED RIGHTS, (3) THAT THE SERVICES, MATERIALS, OR INFORMATION FURNISHED HEREUNDER WILL NOT RESULT IN INJURY OR DAMAGE WHEN USED FOR ANY PURPOSE, AND (4) THAT THE SERVICES, MATERIALS OR INFORMATION FURNISHED HEREUNDER WILL ACCOMPLISH THE INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE.

Neither the Government, the Department, Argonne, nor persons acting on their behalf will be responsible, irrespective of causes, for failure to perform the services or furnish the materials or information hereunder at any particular time or in any specific manner. Notwithstanding the foregoing, Argonne's only rights to terminate this Agreement are set forth in Article I. below.

To the extent permitted by law and to the extent of its negligence or intentional misconduct, User agrees to indemnify and save harmless the Government, the Department, Argonne, and persons acting on their behalf from (1) all liability, including costs and expenses incurred, resulting from the User's use or disclosure of any information in whatever form, furnished hereunder, and (2) all liability to any persons including the User for injury to or death of persons or other living things or injury to or destruction of property arising out of performance by the Government, the Department, Argonne, or persons acting on their behalf under this Agreement, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the User, and not directly resulting from the fault or negligence of the Government, the Department, Argonne, or persons acting on their behalf. The foregoing provisions shall have no application to public liability for nuclear incident as defined and provided for in the Atomic Energy Act of 1954, as amended.

To the extent permitted by law, User agrees to indemnify the Government, the Department, Argonne, and persons acting on their behalf against liability of any kind (including costs and expenses incurred) for the use, by or at the direction of User, of any invention or discovery and for the infringement of any Letters Patent (not including liability, arising pursuant to Section 183, Title 35 (1952), U.S. Code, prior to the issuance of Letters Patent) occurring in the performance of this Agreement.

User will be held liable for costs and expenses resulting from loss, damage, destruction, misuse, or alteration to or of Government property to the extent that such loss, damage, destruction, misuse, or alteration is caused or contributed to by the intentional or negligent act of User or its employees or representatives.

F. SAFETY AND HEALTH

User shall take all reasonable precautions in the installation of equipment and performance of experiments to protect the safety and health of others and to protect the environment, and shall comply with all applicable safety and health regulations and requirements of APS, Argonne, and the Department. In the event that User fails to comply with said regulations or requirements, Argonne may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of User's activities at the APS.

G. THIRD-PARTY CONTRACTS

Contracts between User and third parties for work on Argonne premises including, but not limited to, construction, installation, maintenance, and repair, will be subject to prior approval by the Department and Argonne. The Department and Argonne may require the insertion of specific terms and conditions into such contracts.

H. OWNERSHIP AND DISPOSITION OF PROPERTY

Property purchased with Argonne funds remains the property of Argonne unless the cost is fully reimbursed by User, in which case it becomes the property of User. Property purchased with User funds remains the property of User unless User formally transfers ownership of that property to Argonne. When this Agreement and all extensions thereof have terminated, User will have 60 days to remove its property from the APS facility at User's expense. Any User-owned property that is not removed from the APS facility by the end of this 60-day period will become the property of Argonne or may be removed by Argonne at the expense of User.

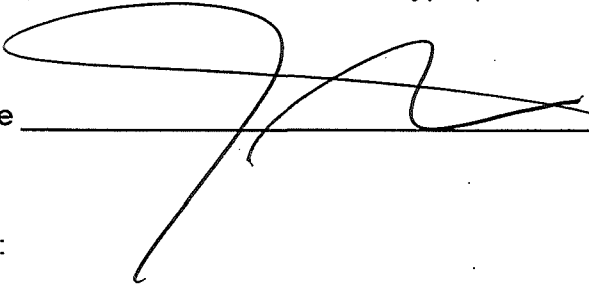
I. TERM OF THIS USER AGREEMENT

This Agreement shall be effective on the date it is executed by the last party to sign it and shall continue for five years after the effective date, at which time this Agreement shall extend automatically for successive periods of one year each, unless sixty (60) days before the beginning of any such one-year period Argonne notifies User in writing that this agreement shall not be extended. The foregoing is subject to the following:

1. User may terminate this Agreement effective any time with thirty (30) days prior written notice.
2. Argonne may terminate this Agreement in the event of a breach of this Agreement by User, provided that Argonne has first notified User of such breach and has given User thirty (30) days to cure said breach.

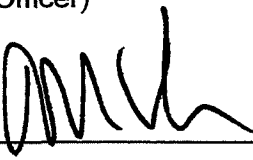
User: University of Puerto Rico-Mayaguez

By Jorge Iván Vélez Arocho Title Chancellor
(Name of Authorized Officer, typed)

Signature  Date March 19, 2008

Argonne:

By Dr. J. Murray Gibson Title Associate Laboratory Director
for Scientific User Facilities
Director, Advanced Photon Source
(Name of Authorized Officer)

Signature  Date 3/5/08

Note: Each "employee" of User who will participate in activities at Argonne under this Agreement must execute an Acknowledgment of the Agreement.