

DuraMat Intellectual Property Management Plan

The goals of this Intellectual Property Management Plan are to:

- (i) establish streamlined procedures for managing intellectual property among the Durable Module Materials Consortium ("DuraMat Consortium") Members, named below, while respecting the existing obligations of each Member, and
- (ii) provide guidance for effective and coordinated efforts to commercialize intellectual property generated under DuraMat Consortium-funded award work.

1. Definitions

- a. "Background IP" means any IP that is owned by a Member and meets all of the following conditions (as determined by each Member with respect to its own IP): (i) relates to materials which may enhance the durability of photovoltaic devices, (ii) was developed before or outside the DuraMat Program, (iii) may be necessary for use in the Core Research Areas or to practice Program IP, and (iv) is identified as Background IP by the Member.
- b. "Contributed Background IP" means any IP which meets the definition of Background IP and which has been contributed to the collection of Duramat IP (as defined below) for the purpose of making the IP available for bundling and licensing by the DuraMat Licensing Committee.
- c. "Core Research Area" means durable material research that relates to material data analytics, predictive simulation, module durability testing, material commercialization, and new material characterization and development, regardless of whether funded under the DuraMat Program or under some other program or funding source (private or federal) in conjunction with the DuraMat Program.
- d. "Intellectual Property" or "IP" means patents, patent applications, including provisional patent applications, trademarks, copyrights, mask works, Protected CRADA Information, and other forms of comparable property rights protected by Federal Law and foreign counterparts, not including trade secrets.
- e. "Inventing Member" means a Member or Members who first conceive or reduce to practice Program Intellectual Property and are named as assignee(s) on corresponding patent(s) application(s), patent(s), or are owners of copyright(s) by operation of law.
- f. "Inventing Research Member" means a party who is both a Research Member and an Inventing Member.

- g. "DuraMat Funding" means the funding awarded by the Department of Energy (DOE) to the National Renewable Energy Laboratory ("NREL") for management of the DuraMat Consortium, generation of a capability network, and administration of research and development projects in the Core Research Areas.
- h. "DuraMat IP" means Program IP and Contributed Background IP.
- i. "DuraMat Licensing Committee" means the representatives of the Core Members who are listed in Appendix A to this Agreement, which may be updated from time-to-time during the DuraMat Program.
- j. "DuraMat Program" means the research programs and projects conducted by and amongst the Members using DuraMat Funding.
- k. "Core Members" means the following:
 - i. Alliance for Sustainable Energy, LLC, operator of National Renewable Energy Laboratory (NREL) under Contract Number DE-AC36-08GO28308;
 - ii. National Technology and Engineering Solutions of Sandia ("NTESS"), a limited liability company formed under the laws of the State of Delaware, operator of Sandia National Laboratories, (SNL) under Contract Number DE-NA0003525 with the DOE;
 - iii. The Regents of the University of California, Department of Energy contract-operators of the Ernest Orlando Lawrence Berkeley National Laboratory (LBNL) under Contract Number DE-AC02-05CH11231; and
 - iv. The Board of Trustees of the Leland Stanford Jr. University, operator of the SLAC National Accelerator Laboratory under Contract Number DE-AC02-76SF00515.
- l. "Research Member" means a non-profit research institution which (i) participates in the DuraMat Program in any manner, including but not limited to receipt of DuraMat Funding, contribution of knowledge, skills, or facilities that are made available as a capability in the Core Research Areas of the DuraMat Consortium, or contribution of cost-share, and (ii) has executed this Intellectual Property Management Plan.
- m. "Industry Member" means either a participant in the DuraMat Industry Advisory Board as set forth in Appendix B to this Intellectual Property Management Plan, which may be updated from time-to-time, or a for-profit entity who (i) has been selected for an award of DuraMat Funding in partnership with a Core Member or Research Member, (ii) has committed to providing cost share (either in-kind or funds-in) in addition to the DuraMat Funding, and (iii) has signed this Intellectual Property Management Plan.

- n. "Members" means the Core Members, Research Members, and Industry Members collectively and as listed in Section 4 of this Intellectual Property Management Plan.
- o. "Collaborating Member" means a Core Member or Research Member who is a National Laboratory, in the context of any Industry Member-led project where the Industry Member is committing funds-in to a Pre-Competitive Award as described in Section 3(a)(ii) or a Competitive Award as described in Section 3(a)(iii), and who has agreed to implement the DuraMat CRADA.
- p. "Patent Bundle" or "IP Bundle" means any combination of Contributed Background IP and/or Program IP which is made available for licensing by the DuraMat Licensing Committee.
- q. "Program Intellectual Property" or "Program IP" means IP conceived with DuraMat Funding or otherwise first actually reduced to practice or tangible form under the DuraMat Program; provided, however that copyright in scientific and technical articles published in academic, technical or professional journals, symposia proceedings or similar works is specifically excluded from "Program Intellectual Property."
- r. "Protected CRADA Information" means information including data, produced in the performance of a CRADA, which is marked as being Protected CRADA Information by a Party to the CRADA in accordance with the terms of that CRADA.

2. Background

- a. The Durable Module Materials Consortium is managed by the National Renewable Energy Laboratory ("NREL") and was established as part of the Energy Materials Network, under the U.S. Department of Energy's Clean Energy Manufacturing Initiative.
- b. The DuraMat Consortium mission is to create and manage a world class network of unique and accessible technical capabilities that are highly relevant to industrial needs in improving materials used in photovoltaic modules with respect to (i) reducing material costs, (ii) improving material performance, (iii) increasing material reliability, (iv) increasing material lifetime, and (v) enabling new device architectures to reduce overall installed system costs. The DuraMat Consortium will provide streamlined access to unique Member expertise, capabilities, and Intellectual Property for industrial collaborators through implementation of a single point-of-contact that will connect industry engaged in durable module material research and development with the DuraMat Consortium resource network. The DuraMat Consortium will additionally capture, share, and leverage expertise, data, and tools among the Members to accelerate learning and development through data analysis using advanced informatics tools

and facilitate rapid completion of agreements for external partners and pursue approaches to reduce non-technical burdens on Industry Members seeking to leverage DuraMat IP.

- c. - This Intellectual Property Management Plan is intended to further the DuraMat Consortium's mission by promoting a simplified approach to the reporting, management, and commercialization of DuraMat IP as well as streamlined access to DuraMat IP rights.

3. Operating Principles

- a. DuraMat will fund awards under which Members will generate Program IP in one of three ways:
 - i. - Through the creation of new and improved tools, devices, processes, methods or similar technologies as part of the development of the DuraMat capability network ("Capability Network Awards");
 - ii. - In the course of performance of an award granted through a periodic FOA Process to Core Members, Research Members, or Industry Members ("Pre-Competitive Awards"); or
 - iii. - In the course of performance of an award granted to Industry Member-led collaborative research projects whereby a Core Member or Research Member partners with an Industry Member to address a research topic of specific interest to the Industry Member which is consistent with a Core Research Area of the DuraMat Consortium ("Competitive Awards").

Agreements between a Core Member or Research Member and an Industry Member which do not utilize DuraMat Funding are not covered by this Intellectual Property Management Plan.

- b. - In order to streamline transactional efficiency among the Members, this Intellectual Property Management Plan shall set forth the obligations, as applicable, for all Members with respect to the management, reporting, administration, protection, and licensing of DuraMat IP.
- c. With respect to Capability Network Awards as set forth in Section 3(a)(i) and Pre-Competitive Awards as set forth in Section 3(a)(ii):
 - i. - For Core Members or Research Members who are National Laboratories, DuraMat Funding shall be delivered from NREL to the Core Member by Memorandum Purchase Order ("MPO"). For all other Research Members or Industry Members, DuraMat Funding shall be transmitted from NREL to the Research Member or Industry Member by subcontract.

- ii. Consistent with Section 5(b), below, Core Members, Research Members, and Industry Members may provide Contributed Background IP to the DuraMat Licensing Committee at their discretion.
 - iii. With respect to the generation of any Program IP, the Inventing Member or Members shall be solely responsible for maintenance of intellectual property rights and negotiation of license agreements, subject to Section 3(c)(v), below.
 - iv. Consistent with Section 5(c), below, Core Members and Research Members who are Inventing Members shall provide the DuraMat Licensing Committee a non-confidential summary, along with copies any published patent applications, or unpublished patent applications that are protected under the DuraMat NDA, of all Program IP developed by the Inventing Member. The DuraMat Licensing Committee will use this information for the following efforts only:
 - 1. Distribution of non-confidential summaries to all Members first, then to potentially interested commercial entities;
 - 2. Generation of IP Bundles; and
 - 3. To direct inquiries with respect to certain areas of Program IP to the appropriate Inventing Members.
 - v. Industry Members shall have an option to negotiate a non-exclusive license for Program IP that is distributed by the DuraMat Licensing Committee in the form of a non-confidential summary for a period of six (6) months from the date of dissemination of the non-confidential summary by the DuraMat Licensing Committee to the Members.
- d. For Industry Member-led Competitive Awards as set forth in Section 3(a)(iii):
- i. Consistent with Section 5(b), below, Industry Members and partner Core Members or Research Members may provide Contributed Background IP to the DuraMat Licensing Committee at their discretion.
 - ii. With respect to the generation of any Program IP, the Inventing Member or Members shall be solely responsible for maintenance of intellectual property rights and negotiation of license agreements, subject to Sections 3(d)(iii)(2), 3(d)(iii)(3), 3(d)(iv)(2), 3(d)(iv)(3), 3(d)(v)(2), and 3(d)(v)(3) as applicable.

- iii. For any Industry Member-led project for which the Industry Member is committing funds-in to a Collaborating Member, the Industry Member shall implement the DuraMat CRADA between itself and the Collaborating Member, in which case:
1. DuraMat Funding shall be delivered to the Collaborating Member by Memorandum Purchase Order ("MPO") from NREL.
 2. Program IP solely or jointly created by the Collaborating Member shall be subject to the time-limited option to an exclusive license to the partner Industry Member set forth in Article XV of the DuraMat CRADA. Consistent with Section 5(c) below, a non-confidential summary, along with copies of any published patent application or unpublished patent application that is protected under the DuraMat NDA based on the Program IP, shall be provided to the DuraMat Licensing Committee by the Collaborating Member, however the non-confidential summary shall only be disseminated to other Members and the Program IP included in an IP Bundle if no exclusive license within all fields of use is executed by the Industry Member within the option period specified in the DuraMat CRADA.
 3. If the Industry Member and Collaborating Member execute a field-limited exclusive license within the option period specified in the DuraMat CRADA to Program IP solely or jointly created by the Collaborating Member, any unlicensed fields of use for the Program IP shall be treated as all other Program IP developed by a Core Member or Research Member as described in Sections 3(c)(iii)-(v), and be subject to the six (6) month option to other Industry Members.
 4. For any Program IP which is created solely by the Industry Member, that Program IP shall:
 - a. Be reported to the DuraMat Licensing Committee via non-confidential summary. The DuraMat Licensing Committee will not disseminate such Program IP or include it in an IP Bundle without the express consent of the Inventing Industry Member; and
 - b. Not be subject to the six (6) month option to other Industry Members as described in Section 3(c)(v).

- iv. For any Industry Member-led project for which the Industry Member is committing funds-in to a Research Member who is not a Collaborating Member:
1. DuraMat Funding shall be delivered to both the Industry Member and Research Member via subcontract, unless the Research Member is a National Laboratory who has not agreed to the DuraMat CRADA, in which case the funds will be delivered from NREL to the Research Member by a MPO.
 2. Rights in Program IP created solely or jointly by the Research Member shall first be subject to any separate agreement between the Industry Member and the Research Member, the terms of which shall not be more favorable to the Industry Member than those found in the DuraMat CRADA. Thereafter, solely or jointly created Program IP shall be treated as all other Program IP developed by a Research Member as described in Sections 3(c)(iii)-(v), and be subject to the six (6) month option to other Industry Members.
 3. For any Program IP which is created solely by the Industry Member, that Program IP shall:
 - a. Be reported to the DuraMat Licensing Committee via non-confidential summary. The DuraMat Licensing Committee will not disseminate such Program IP or include it in an IP Bundle without the express consent of the Inventing Industry Member; and
 - b. Not be subject to the six (6) month option to other Industry Members as described in Section 3(c)(v).
- v. For any Industry Member-led project for which the Industry Member is committing in-kind cost share in partnership with a single Collaborating Member, the Collaborating Member and the Industry Member may, upon their mutual discretion, elect to enter into a shared resources DuraMat CRADA, in which case:
1. DuraMat Funding shall be delivered to the Collaborating Member by MPO from NREL.
 2. Program IP solely or jointly created by the Collaborating Member shall be subject to the time-limited option to an exclusive license to the partner Industry Member set forth in Article XV of the DuraMat CRADA. Consistent with Section 5(c) below, a non-confidential summary, along with copies of any published patent application or unpublished patent application that is

protected under the DuraMat NDA based on the Program IP, shall be provided to the DuraMat Licensing Committee by the Collaborating Member, however the non-confidential summary shall only be disseminated to other Members and the Program IP included in an IP Bundle if no exclusive license within all fields of use is executed by the Industry Member within the option period specified in the DuraMat CRADA.

3. If the Industry Member and Collaborating Member execute a field-limited exclusive license within the option period specified in the DuraMat CRADA to Program IP solely or jointly created by the Collaborating Member, any unlicensed fields of use shall be treated as described in Sections 3(c)(iii)-(v), and be subject to the six (6) month option to other Industry Members.
4. For any Program IP which is solely created by the Industry Member, that Program IP shall:
 - a. Be reported to the DuraMat Licensing Committee via non-confidential summary. The DuraMat Licensing Committee will not disseminate such Program IP or include it in a IP Bundle without the express consent of the Inventing Industry Member; and
 - b. Not be subject to the six (6) month option to other Industry Members as described in Section 3(c)(v).
- vi. For any Industry Member-led project for which the Industry Member is committing in-kind cost share in partnership with a Collaborating Member or Members, and the Industry Member and Collaborating Member(s) do not elect to enter into a shared resources DuraMat CRADA, the Industry Member and Collaborating Member may instead enter into a Memorandum of Agreement ("MOA") or equivalent, in which case:
 1. DuraMat Funding shall be delivered to the Collaborating Member by MPO from NREL.
 2. All Program IP created solely or jointly by the Collaborating Member shall be handled consistent with Section 3(c)(iii)-(v), and be subject to the six (6) month option to other Industry Members.
 3. For any Program IP which is created solely by the Industry Member, that Program IP shall:

- a. Be reported to the DuraMat Licensing Committee via non-confidential summary. The DuraMat Licensing Committee will not disseminate such Program IP or include it in a IP Bundle without the express consent of the Inventing Industry Member; and
 - b. Not be subject to the six (6) month option to other Industry Members as described in Section 3(c)(v).
- vii. For any Industry Member-led project for which the Industry Member is committing in-kind cost share in partnership with a Research Member who is not a Collaborating Member:
 1. DuraMat Funding shall be delivered to the Research Member by subcontract from NREL.
 2. All Program IP created solely or jointly by the Research Member shall be handled consistent with Section 3(c)(iii)-(v), and be subject to the six (6) month option to other Industry Members.
 3. For any Program IP which is solely created by the Industry Member, that Program IP shall:
 - a. Be reported to the DuraMat Licensing Committee via non-confidential summary. The DuraMat Licensing Committee will not disseminate such Program IP or include it in an IP Bundle without the express consent of the Inventing Industry Member; and
 - b. Not be subject to the six (6) month option to other Industry Members as described in Section 3(c)(v).

4. Members

- a. The DuraMat Consortium is currently comprised of the Core Members, who are U.S. Department of Energy ("DOE") Laboratories.
- b. Addition of New Members. When a new Member is to be added to this Agreement, the DuraMat Licensing Committee shall provide agreements in the same form as this Agreement, the DuraMat CRADA, DuraMat NDA, and the DuraMat MTA for the new Member's review and acceptance. The DuraMat Licensing Committee shall send periodic courtesy copies of this Intellectual Property Management Plan to all Members reflecting the addition of any new Members.

- c. **Duration of Membership.** Membership in the DuraMat Consortium shall vest in all Research Members and Industry Members on the date in which this Intellectual Property Management Plan is executed by the Research Member or Industry Member. For Research Members, membership shall expire on the date on which the Member no longer participates in the DuraMat Consortium. For Industry Members, membership shall expire upon the conclusion of work performed with DuraMat Funding. The foregoing notwithstanding, any Member may leave the DuraMat Consortium at their discretion by providing written notice to the DuraMat Licensing Committee.

5. Intellectual Property Protection and Ownership

- a. **Operating Principles.** Licensing of DuraMat IP may be assisted by the DuraMat Licensing Committee, which will endeavor to maximize the value of technology developments made by DuraMat Members and minimize barriers to licensing and commercialization. All Inventing Members will own, control, prosecute and license their respective DuraMat IP. Joint Inventing Members may appoint a single Inventing Member to manage and facilitate the filing, prosecution, maintenance, licensing, and reporting, as applicable, of patents and copyrights on Program IP under a separate agreement. All Inventing Members filing patent applications on their Program IP are responsible for those patent costs and Joint Inventing Members will determine any cost sharing obligations in a separate agreement outside of this Intellectual Property Management Plan.
- b. **Background IP and Contributed Background IP.** DuraMat Members are authorized, to the extent necessary for the furtherance of a project utilizing DuraMat Funding, to use any article of identified Background IP for internal, non-commercial research purposes related to a Core Research Area of the DuraMat Consortium. Members plan to disclose to the DuraMat Licensing Committee, existing and future Background IP that they determine to be relevant to the DuraMat Core Research Areas or to work carried out under DuraMat Funding, and to identify any Contributed Background IP therein. Background IP will be owned by the disclosing Member (and any other relevant parties, as applicable, which may include joint owners of Background IP who are outside entities (i.e., non-Members)) with the option to voluntarily make Background IP available to the DuraMat Consortium for bundling or licensing as Contributed Background IP. Members will have the sole discretion to voluntarily identify and make available Background IP for the purpose of bundling and licensing. Disclosures of Contributed Background IP will include

details regarding the availability for licensing, including any limitations such as prior licenses in specified fields of use. Disclosures will be solicited by the DuraMat Licensing Committee under such procedures as the DuraMat Licensing Committee considers appropriate.

- c. **Program IP.** Members plan to work with each other in good faith to identify all inventors and authors of Program IP and coordinate protection of Program IP within a reasonable time frame. Each Inventing Member will protect its Program IP according to its standard practices, if it elects to do so. Inventing Members agree to send, along with a non-confidential summary of the invention, a copy of any patent application(s) based on generated Program IP to the DuraMat Licensing Committee within thirty (30) days of applying for Intellectual Property protection thereon. The DuraMat Licensing Committee will subsequently disseminate copies of the non-confidential summary to all Members. Thereafter, if desired by the Inventing Member(s), disclosures of unpublished information relating to the Program IP may be made by the Inventing Member(s) upon the intended recipient's execution of a standard DuraMat Non-Disclosure Agreement (NDA). Accordingly:
 - i. The disclosure to the DuraMat Licensing Committee will include a non-confidential title and abstract, as well as copies of any patent applications based on the newly generated Program IP.
 - ii. If desired, the DuraMat Licensing Committee will work collaboratively with all Inventing Members to assist in identifying Program IP that may warrant protection and identify potential licensing opportunities.
 - iii. Inventing Members who are National Laboratories (or the management and operating contractors thereof) will have the time specified in their prime contracts with DOE for the management and operation of the National Laboratory ("Prime Contract") to file patent applications to protect Program IP if they elect to do so.
 - iv. Inventing Members creating joint Program IP may enter into agreements separate from this Intellectual Property Management Plan addressing who the lead Inventing Member will be for prosecuting and licensing a resultant patent application, as well as how patenting costs and maintenance fees will be handled between the jointly-Inventing Members.
 - v. The Members intend that DuraMat joint Program IP should not be encumbered by institutional obstacles to obtain proper protection; accordingly, Inventing Members creating joint Program IP will use reasonable efforts to enter into a separate

agreement, as described in Section 5(c)(iv) above, within sixty (60) days after joint Program IP is reported to the DuraMat Licensing Committee.

- d. # Program IP Ownership. Ownership of any Program IP will be determined in accordance with applicable state and federal law and as required by Members' Prime Contracts. Any assignment of rights between an inventor, author or other Individual involved in the creation of Program IP and the Member who sponsors or employs him or her will be governed by the law and policies applicable to the sponsoring Member.

6. Intellectual Property Licensing

- a. Operating Principles. The DuraMat Consortium's commercialization goals are to
- i. establish procedures for developing, managing and accessing Program IP and Contributed Background IP among the DuraMat Members, and
 - ii. provide effective assistance and coordinated efforts to commercialize existing technologies and technologies developed under the DuraMat Consortium, and
 - iii. comply with legal and contractual requirements applicable to the DOE Contractor Research Members.

The DuraMat Licensing Committee, representing the Members solely for such purpose, will operate as the centralized licensing resource for the DuraMat Consortium. The DuraMat Licensing Committee will review Program IP and Contributed Background IP, suggest IP Bundles, assist in identifying potential licensees of IP Bundles, notify the Inventing Member(s) of licensing opportunities, and advise Inventing Member(s) regarding licensing strategies in accordance with DOE licensing guidelines and DuraMat Program goals. The DuraMat Licensing Committee will promote the expedient fulfillment of fairness of opportunity requirements and encourage the Members to make Program IP and Contributed Background IP available to the industrial community in a streamlined fashion.

- b. # Contributed Background IP may be withdrawn at any time upon written notice to the DuraMat Licensing Committee; however, Program IP will remain available for dissemination. Any licenses containing the withdrawn Contributed Background IP that have already been executed at the time of withdrawal will not be affected by the withdrawal and will continue under their terms with the full rights granted. A Member may, at its sole discretion, reintroduce withdrawn Background IP back into the DuraMat Consortium as Contributed Background IP.

- c. Program IP— Member Internal Research Use. Each Member recognizes that all Research Members have the right to use Program IP for internal, non-commercial research purposes under retained federal government rights as needed for a Member to conduct federally-sponsored work under the DuraMat Consortium.
- d. DuraMat IP — Research Members retain the right on behalf of themselves and all other non-profit and government research institutions to practice DuraMat IP for educational and academic research purposes, not including sponsored research and collaborations. Any other licenses of DuraMat IP by a Core Member or Research Member to a commercial entity, including limited term, trial and research use by commercial entities, should be reported to the Duramat Licensing Committee by the licensing Core Member or Research Member.
- e. Duramat IP—Commercial Use. NREL will serve as the managing administrative entity for the Duramat Consortium. The DuraMat Licensing Committee will serve as a licensing resource for the DuraMat Consortium and will use reasonable efforts to identify potential third party commercial licensees for DuraMat IP as follows:
 - i. Any Member contacted by a potential licensee of DuraMat IP will notify the DuraMat Licensing Committee of the potential licensing opportunity.
 - ii. The DuraMat Licensing Committee will endeavor to identify other Contributed Background IP and Program IP that could be bundled for licensing as part of the identified licensing opportunity.
 - iii. If there is a single Inventing Member for the DuraMat IP of interest, the Inventing Member will serve as the licensing lead.
 - iv. If the DuraMat IP of interest is jointly owned IP or an IP Bundle, and there is not a separate agreement between the Inventing Members consolidating the licensing rights in a single Inventing Member, the DuraMat Licensing Committee will assist Inventing Members in selecting a licensing lead to serve as the single point of contact for the commercial licensee on behalf of the Inventing Members. In this case, the licensing lead may work with the Inventing Members to negotiate and license the DuraMat IP collaboratively. The Inventing Members will aim to negotiate a single license agreement for the IP Bundle or jointly-owned DuraMat IP.
- f. Program IP – Subject to a DuraMat CRADA. Any Inventing Collaborating Member who creates Program IP under the auspices of a DuraMat CRADA shall first provide an option to an exclusive license to the Industry Member partner as specified in the DuraMat CRADA. In the event that

the Collaborating Member and the Industry Member partner execute a field-limited exclusive license to the Program IP during the option period specified in the DuraMat CRADA, any unlicensed fields of use for the Program IP, will then be subject to Section 3(c)((iii)-(v) of this Intellectual Property Management Plan, which sets forth the default rights and obligations with respect to Program IP generated by a Collaborating Member, and includes a six (6) month option to other Industry Members.

- g. Members will endeavor to license DuraMat IP under commercially reasonable terms, in compliance with relevant contract, regulatory and legislative requirements applicable to the Inventing Member(s). Members will also endeavor to include patent cost recovery in each license agreement. Such recovered costs will be distributed amongst the Inventing Members as determined by their separate management agreement or, in the event of an IP Bundle for which no separate management agreement is in place, the DuraMat Licensing Committee may confer to recommend an appropriate apportionment. Inventing Members intend that the lead Member will approve and sign final license agreements in an expeditious manner.
- h. The DuraMat Licensing Committee will be notified of any executed license covering DuraMat IP and will determine how the license impacts remaining DuraMat IP. Based on that determination, the DuraMat Licensing Committee may remove the licensed DuraMat IP from consideration for further licensing.

7. Publication

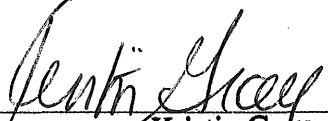
- a. Members intend to publish their findings and results of research and development activities under the DuraMat Program. Members should allow other co-Inventing Members a reasonable opportunity to seek any patent or other protection for their Program IP before making a public disclosure related to Program IP. Members recognize that publications may require review by non-Member DuraMat participants in accordance with CRADA terms, and that export control regulations must be followed. To the extent possible, Members intend to share their research findings within the general research community through annual meetings, professional conferences, and publications. Members will endeavor to notify the DuraMat Licensing Committee prior to any public dissemination of research findings impacting DuraMat IP.

8. Member Cooperation

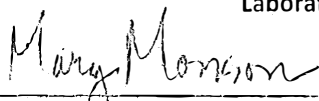
a. This Intellectual Property Management Plan is intended as guidance for the Members and a pledge to cooperate with each other to further the interests of the DuraMat Program and promote the sharing and commercialization of new technologies. In that spirit, the Members intend to follow the principles set forth in this Plan and allow these principles to evolve to meet the needs of the DuraMat Program. Although the Members have determined that they are in agreement with the principles set forth herein, this Plan is not binding and is not intended to supersede any prior contract or other conflicting obligations.


IN WITNESS THEREOF, the Members hereto have caused this Intellectual Property Management Plan to be duly executed in their respective names by their duly authorized representatives.

Alliance for Sustainable Energy, LLC, Operator of the National Renewable Energy Laboratory (NREL)

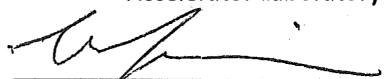
By: 
Printed Name: Kristin Gray
Director
Technology Transfer
Date: 6/25/17

National Technology and Engineering Solutions of Sandia, LLC, Operator of Sandia National Laboratories (SNL)

By: 
Printed Name: Mary Monson
Date: June 9, 2017

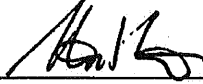
Approved as to Legal Form: 

The Board of Trustees of the Leland Stanford, Jr., University, Operator of SLAC National Linear Accelerator Laboratory (SLAC)

By: 
Printed Name: Mike Willardson
Date: 6/13/17

The Regents of the University of California, through the Ernest Orlando
Lawrence Berkeley National Laboratory (LBNL)

By:



Printed Name:

HORST SIMON

Date:

5/14/2017

Appendix A:
DuraMat Licensing Committee Members

The National Renewable Energy Laboratory (NREL)	
REPRESENTATIVE:	Bill Hadley, bill.hadley@nrel.gov ; (303) 275-3015
Sandia National Laboratories (SNL)	
REPRESENTATIVE:	Bob Westervelt, rtweste@sandia.gov ; (505) 284-6752
SLAC National Linear Accelerator Laboratory (SLAC)	
REPRESENTATIVE:	Mike Willardson, michaelw@slac.stanford.edu ; (650) 926-3580
Lawrence Berkeley National Laboratory (LBNL)	
REPRESENTATIVE:	Catherine Shih Koh, CSKoh@lbl.gov ; (510) 486-5997

Appendix B:
DuraMat Consortium Industry Board Members