

09-16-1999

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Conveyance Type

☐ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☒ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☒ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year

Name (line 1) AMERICAN IRON & STEEL INSTITUTE

08/11/1999

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) UNITED STATES DEPARTMENT OF ENERGY

Name (line 2)

Address (line 1) 1000 INDEPENDENCE AVENUE, S.W.

Address (line 2)

Address (line 3) WASHINGTON

D. C. USA

20585

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Correspondent Name and Address

Area Code and Telephone Number

[630] 252-2393

Name Robert J. Fisher

Address (line 1) U.S. Department of Energy

Address (line 2) Office of Intellectual Property Law

Address (line 3) 9800 South Cass Avenue

Address (line 4) Argonne, Illinois 60439

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

14

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

01/ 293,916

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

01

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☒

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mark P. Dvorscak

Name of Person Signing

Signature

9/10/99
Date

CONFIRMATORY LICENSE

(Metals Initiative)

Title : REAL-TIME METHOD AND APPARATUS FOR MEASURING THE
DECAY-TIME CONSTANT OF A FLOURESCING PHOSPHER

Inventor(s) : Charles L. Britton

Serial No. : 293,916 Filing Date April 19, 1999

Contractor : AMERICAN IRON & STEEL INSTITUTE

DOE Contract No.: DE-FC07-92ID13205

Holding Co. Agreement: DE-GM07-95ID11176

DOE Case No. : S-93,948 Divisional of S-86,246 U.S. Serial No.966,657

Foreign Applications filed in or intended to be filed at Contractor's expense in (countries):

The Invention identified above is a "Subject invention" under the Patent Rights clause included in the above-identified contract with the U.S. Department of Energy and is subject to the above identified Holding Company Agreement.

This Document is confirmatory of the paid-up license required to be granted to the Government under this contract in this invention, patent application, and any resulting patent, and of all other rights acquired by the Government by the referenced agreement, a copy of which is attached hereto and incorporated by reference herein.

The Government is hereby granted an irrevocable power to inspect and make copies of the above-identified patent application.

(SEAL)

Signed this 11th day of August, 19 99

AMERICAN IRON AND STEEL INSTITUTE

(Contractor)

By: TM Sullivan General Counsel

(Contractor's Official and Title)

(Business Address)

METALS INITIATIVE HOLDING COMPANY AGREEMENT

THIS AGREEMENT, effective as of the 29th day of April, 1993 is entered into between the UNITED STATES OF AMERICA, (hereinafter referred to as the "Government") as represented by the DEPARTMENT OF ENERGY (the "DOE"), and American Iron and Steel Institute a corporation organized under the laws of the State of New York (the "Holding Company"), with its principal place of business located in Washington, D.C.

WHEREAS, by Public Law 99-190, 99 STAT. 1253, Public Law 100-680, 102 STAT. 4073, and Public Law 101-121, 103 STAT. 731, Congress provided funding for a research and development initiative for new technologies to increase significantly the energy efficiency in the American metals industries (the "Metals Initiative");

WHEREAS, the DOE has, through various findings and determinations elected to waive title to inventions conceived or first actually reduced to practice under the Metals Initiative Program, including the Project as described as AISI - Advanced Process Control Program and cooperative agreement DE-FC07-93ID13205, and subsequent extensions and amendments, (the "Project"), in order to further the purposes of the Metals Initiative; and

WHEREAS, the industry participants ("Industrial Participants"), have designated the Holding Company to be the entity to conduct on their behalf such activities as patenting, licensing, accounting, record keeping, and funds disbursing relating to inventions arising out of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I - DEFINITIONS

(a) Certain defined terms

As used in this Agreement, the following terms shall have the respective meanings indicated below; such meanings to be applicable equally to both singular or plural forms of such terms.

- (i) "Agreement" - This Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

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- (ii) "Contracting Officer" - A person with the authority to enter into, administer and/or terminate contracts and agreements and make related determinations and findings on behalf of DOE.
- (iii) "DOE" - Department of Energy.
- (iv) "Government" - The United States of America.
- (v) "Gross Royalty Income" - All income, receipts, fees and proceeds of whatever kind received by the Holding Company from the licensing of each Project Invention, of any Protected Metals Initiative Project Data, and of any copyrighted data first produced in the performance of a contract specifically directed to and a part of the Project.
- (vi) "Industrial Participants" - Those parties which have chosen to participate in the Project, as identified in Attachment A hereto, as may be amended to add additional parties.
- (vii) "Net Royalty Income" - Gross Royalty Income less amounts for payment of costs associated with activities required of the Holding Company under this Agreement, the preparation of patent applications, filing fees, prosecution costs, issue fees, maintenance fees, licensing expenses, and other directly associated costs of the administration of Project Inventions, unless otherwise provided by ARTICLE 8 hereof. Costs include the reasonable costs of direct salaries (including benefits and overhead) and travel expenses of personnel and also include associated legal, accounting, and consulting costs. Travel expenses will be subject to the limitations contained in the Federal Acquisition Regulation (FAR) 31.205-46, in effect on the effective date of this Agreement.
- (viii) "Patent Counsel" - The DOE Patent Counsel assisting the procuring activity.
- (ix) "Project Inventions" - Subject inventions made under a contract specifically directed to and a part of the Project.
- (x) "Protected Metals Initiative Project Data" - Protected Metals Initiative Data produced under a contract specifically directed to and a part of the Project.

(b) Cross References

The words "hereof," "herein," and "hereunder," and words of a similar impact, when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision. Article and paragraph references are to Articles and paragraphs of this Agreement, unless otherwise specified.

ARTICLE 2 - INVENTIONS AND RELATED REQUIREMENTS

(a) Invention Disclosures and Election of Title

- (1) When Patent Counsel determines (which shall be within 60 days of disclosure to it) that an invention which has been disclosed to Patent Counsel has been made under the above-identified DOE Metals Initiative Project and that a waiver of DOE rights applies by which title to such invention has been waived to the Holding Company as the designated holding company, DOE shall promptly forward to the Holding Company a full disclosure of such Project Invention.
- (2) The Holding Company shall elect in writing whether or not to retain domestic title to any such Project Invention by notifying Patent Counsel within six months of disclosure of the Project Invention to the Holding Company, or such longer period as may be authorized by Patent Counsel for good cause shown in writing by the Holding Company. However, in any instance where the Project Invention was described in a printed publication or was in public use or on sale such that the one-year statutory period wherein valid patent protection can still be obtained in the United States has been initiated, the period for election of title terminates sixty days prior to the end of the statutory period. The Holding Company's written election should also include a statement specifying those foreign countries, if any, in which foreign patent rights will be retained.
- (3) Subject to the provisions of this Agreement, with respect to a Project Invention, the domestic title to which has been elected to be retained by the Holding Company pursuant to paragraph (a)(2) above, the Holding Company reserves the entire domestic right, title and interest in any United States patent application on the Project Invention filed, and any resulting United States patent secured, by the Holding Company.
- (4) Subject to the provisions of this Agreement, with respect to a Project Invention, the foreign patent rights to which have been elected to be retained by the Holding Company in specified foreign countries pursuant to paragraph (a)(2) above, the Holding Company reserves the entire right, title and interest in any foreign patent application on the Project Invention filed, and any resulting foreign patent secured, by the Holding Company in those foreign countries specified

- (5) The waiver of rights in any Project Invention by the DOE shall be effective on the date the Holding Company's written election to retain the waived rights in that Project Invention is submitted to Patent Counsel.

(b) Filing of Patent Applications

- (1) With respect to each Project Invention in which the Holding Company elects to retain domestic title pursuant to paragraphs (a)(2) of this ARTICLE 2, the Holding Company shall have a domestic patent application filed on the Project Invention within six months after the waiver of rights by the DOE has become effective with respect to that Project Invention or such longer period of time as may be approved by Patent Counsel for good cause shown in writing by the Holding Company. With respect to the Project Invention, the Holding Company shall promptly notify the Patent Counsel of any decision not to file an application.
- (2) For each Project Invention on which a domestic patent application is filed by the Holding Company, the Holding Company shall:
- (i) Within two months after the filing, deliver to Patent Counsel a copy of the application as filed, including the filing date and serial number;
 - (ii) Include the following statement in the second paragraph of the specification section of the application filed and any patents issued on a Project Invention: "The Government of the United States of America has rights in this invention pursuant to Cooperative Agreement No. DE-FC07-93ID13205 awarded by the U.S. Department of Energy";
 - (iii) Provide Patent Counsel with a copy of the patent within two months after a patent is issued on the application;
 - (iv) Not less than 30 days before the expiration of the response period for any action required by the United States Patent and Trademark Office, notify Patent Counsel of any decision not to continue prosecution of the application and deliver to Patent Counsel executed instruments granting the Government power of attorney;
 - (v) Within 6 months after filing the application, deliver to the Patent Counsel a duly executed and approved instrument fully confirmatory of all rights to which the Government is entitled, and provide DOE an irrevocable power to inspect and make copies of the patent application filed.

(3) With respect to each Project Invention in which the Holding Company has elected pursuant to paragraph (a)(2) of this ARTICLE 2 to retain the patent rights waived in specified foreign countries,

(i) The Holding Company shall file a patent application on the Invention in each specified foreign country in accordance with applicable statutes and regulations and within one of the following periods:

(A) Eight months from the date of filing a corresponding United States application, or if such an application is not filed, six months from the date the waiver has become effective with respect to that Invention;

(B) Six months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application where such filing has been prohibited by security reasons; or

(C) Such longer period as may be approved by the Patent Counsel for good cause shown in writing by the Holding Company.

(ii) The Holding Company shall notify the Patent Counsel promptly of each foreign application filed and upon written request shall furnish an English version of the application without additional compensation.

(c) Terms and Conditions of Waived Rights

(1) Subject to any licenses consistent with the requirements of ARTICLE 4 below, which the Holding Company may have granted in the Invention, the Holding Company agrees to convey to the Government, upon request, the entire domestic right, title, and interest in any Project Invention when the Holding Company:

(i) Does not elect pursuant to paragraph (a)(2) of this ARTICLE to retain such rights;

(ii) Fails to have a United States patent application filed on the Invention in accordance with paragraph (b)(1) of this ARTICLE, or decides not to continue prosecution of such application; or

(iii) At any time, no longer desires to retain title.

- (2) Subject to any licenses consistent with the requirements of ARTICLE 4 below, which the Holding Company may have granted in the Invention, the Holding Company agrees to convey to the Government, upon request, the entire right, title, and interest in any Project Invention in any foreign country if the Holding Company:
- (i) Does not elect pursuant to paragraph (a)(2) of this ARTICLE to retain such rights in the country; or
 - (ii) Fails to have a patent application filed in the country on the Project Invention in accordance with Paragraph (b)(3) of this ARTICLE, or decides not to continue prosecution or to pay any maintenance fees covering the Invention. To avoid forfeiture of the patent application or patent, the Holding Company shall notify the Patent Counsel not less than 60 days before the expiration period for any action required by the foreign Patent Office.
- (3) Conveyances requested pursuant to paragraphs (c)(1) and (c)(2) of this ARTICLE shall be made by delivering to the Patent Counsel duly executed instruments and such other papers as are deemed necessary to vest in the Government the entire right, title, and interest in the Project Invention to enable the Government to apply for and prosecute patent applications covering the Project Invention in this or the foreign country, respectively, or otherwise establish its ownership of the Project Invention.
- (4) For each Project Invention in which the Holding Company initially elects pursuant to (a)(2) of this ARTICLE not to retain the rights waived, the Holding Company shall inform the Patent Counsel promptly in writing of the date and identity of any on-sale, public use, or public disclosure of the invention which may constitute a statutory bar under 35 USC 102, which was authorized by or known to the Holding Company, or any contemplated action of this nature.
- (5) Government License

With respect to any Project Invention in which the Holding Company retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Project Invention throughout the world.

ARTICLE 3 - MARCH-IN RIGHTS, ASSIGNMENT OF PAYMENTS, DEFAULT AND TERMINATIONS

- (a) The Holding Company agrees that with respect to any Project Invention in which it elects to retain title, the DOE has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the DOE to require the Holding Company, an assignee, or an exclusive licensee of a Project Invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Holding Company, assignee, or exclusive licensee refuses such a request, the DOE has the right to grant such a license itself, if the DOE determines that:
- (1) Such action is necessary because the Holding Company, or exclusive licensee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the Project Invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs that are not reasonably satisfied by the Holding Company, the assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by federal regulations and such requirements are not reasonably satisfied by the Holding Company, the assignee, or their licensees; or
 - (4) Such action is necessary because the licensing contemplated by ARTICLE 4 of this Agreement has not been obtained within a reasonable period of time or because the Holding Company is in breach of this Agreement or its licensee is in breach of the licensee's agreement with the Holding Company.
- (b) Should the Holding Company be in default or in breach of any provisions of this Agreement, and if such default or breach shall continue for 30 days following written notice thereof by the DOE to the Holding Company, the DOE shall have the right, in addition to any other rights in law or equity, to declare this Agreement to be ended and have no further obligation to the Holding Company under this or any related agreement, and with respect to any license or assignment under which proceeds or royalty payments are due the Holding Company, to direct any such licensee or assignee to make all further remittances directly to the DOE and release said licensee or assignee from any further obligation to the Holding Company.
- (c) Any waiver of the rights retained in accordance with ARTICLE 2, paragraphs (a)(2), (a)(3), and (a)(4), as applied to particular Project Inventions may be terminated at the

discretion of the Secretary of Energy or his designee, in whole or in part, if the Holding Company fails to comply with the provisions set forth in ARTICLE 2, paragraphs (b) and (c), and ARTICLES 4, 5, 6, 7, 9 and 10 and such failure is determined by the Secretary of Energy or his designee to be material and detrimental to the interests of the United States and the general public. Prior to terminating any waiver of rights, the Holding Company will be given written notice of the intention to terminate the waiver of rights, the extent of such proposed termination and the reasons therefor, and a period of 30 days, or such longer period as the Secretary of Energy or his designee shall determine for good cause shown in writing, to show cause why the waiver of rights should not be so terminated.

- (d) No failure or omission by the Holding Company in the performance of any objective under this Agreement shall be deemed a breach of this Agreement or create any liability if the same shall arise from any cause or causes beyond the control of the Holding Company, including but not limited to the following, which, for the purpose of this Agreement, shall be regarded as beyond the control of the Holding Company: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.

ARTICLE 4 - LICENSING ACTIVITIES

- (a) With respect to each Project Invention for which the Holding Company elects to retain title as provided in ARTICLE 2 above, the Holding Company shall enter into license agreements with Industrial Participants and others who are not Industrial Participants consistent with the following requirements:

(1) Royalty-Free License to Industrial Participants

The Holding Company shall grant to each Industrial Participant, upon the written request of such Industrial Participant, a royalty-free, nonexclusive license in any Project Invention. The license shall expressly preclude sublicensing by the Industrial Participant except to the extent such is necessary for the sale of products or equipment and shall also require that any products sold in the United States be manufactured substantially in the United States.

(2) Royalty-Bearing Licenses to Others

The Holding Company shall also make good faith efforts to license Project Inventions to others who are not Industrial Participants on reasonable terms and conditions and at reasonable royalty rates based upon the volume or selling price of products produced with the use of such Project Inventions or upon any other commercially reasonable basis for establishing royalty rates. Any such license in a Project Invention shall be royalty-bearing and nonexclusive, shall expressly preclude sublicensing except to the extent such is necessary for the licensee's sale of products or equipment, and shall require that any products sold in the United States be manufactured substantially in the United States. In addition, the royalties assessed a non-Industrial Participant licensee shall be on a basis that will be beneficial and equitable to the Industrial Participants. In negotiating license terms and conditions, consideration shall be given to American companies that are substantially involved in the U.S. domestic production of metals and related manufacturing processes.

- (b) The Holding Company reserves the right to license Project Inventions to U.S. and non-U.S. concerns for use both in the United States and in foreign countries, provided that the products developed and manufactured in foreign countries have not been adjudged to compete unfairly with products developed and manufactured in the United States.
- (c) Any license granted to non-U.S. concerns will be subject to all the requirements set forth in paragraph (a)(2) of this Article 4.
- (d) Appropriately marked Protected Metals Initiative Project Data shall be made available, and a copy delivered, to the Holding Company by DOE. Although Protected Metals Initiative Project Data shall be made available to the Industrial Participants in the DOE Metals Initiative Project for their use in performing work or monitoring progress under the Project and for their use in utilizing and commercializing the technology being developed under the Project, the Industrial Participants shall be subject to the restrictions on disclosure, publication, and dissemination contained in the markings, and are not accorded a right to license such Data. The Holding Company shall have the right, and shall make good faith efforts, to license such Protected Metals Initiative Project Data or include such Protected Metals Initiative Project Data in a license with other technology developed under the Metals Initiative Project. Such licenses shall include appropriate provisions, including obligations of confidentiality and reasonable royalty rates. In licensing Protected Metals Initiative Project Data, the Holding Company is also subject to the requirements and obligations which apply to the licensing of Project Inventions as set out in Article 4 paragraphs (a)(2), (b), and (c), Article 5, and Article 6.

- (e) In licensing Project Inventions and Protected Metals Initiative Project Data, the Holding Company shall be responsible for compliance with applicable export control laws.

ARTICLE 5 - PROHIBITION AGAINST EXCLUSIVE LICENSES AND ASSIGNMENT

The Holding Company agrees that it will not grant to any party the exclusive or partially exclusive right to use or sell any Project Invention or license such use in the United States or in foreign countries without the consent of two-thirds of the Industrial Participants or their successors or assignees. Notwithstanding the provisions of paragraph (a)(1) of ARTICLE 4 above, any exclusive license shall provide for royalty payments in accordance with paragraph (a)(2) of ARTICLE 4. The Holding Company agrees that it will not assign title to any Project Invention without the approval of Patent Counsel.

ARTICLE 6 - REPAYMENT OF GOVERNMENT CONTRIBUTIONS

In order to satisfy the Congressionally required repayment to the Federal Government of 150 percent of the Government's expenditures under this Project from the proceeds of the commercial sale, lease, manufacture, or use of technology developed under the Project, at a rate of one-fourth of all net proceeds, the Holding Company shall pay monthly to DOE 25 percent of Net Royalty Income until the total of all such payments equals 150 percent of the Government's total payments to the Project (the "Repayment Obligation").

ARTICLE 7 - DISTRIBUTION OF REMAINING NET ROYALTY INCOME

After payment of 25 percent of Net Royalty Income to DOE under ARTICLE 6 above, the remaining Net Royalty Income shall be dealt with as shall be agreed by the Holding Company.

ARTICLE 8 - PATENTING COSTS

The Holding Company agrees to bear all costs associated with the patenting of the Project Inventions for which it elects to retain title, including costs associated with the preparation of patent applications, filing fees, prosecution costs, issue fees, maintenance fees and licensing expenses. To the extent that such costs paid by the Holding Company have not been included as part of any Industrial Participant's cost-sharing contribution to the Project, such costs will be deducted from Gross Royalty Income in determining Net Royalty Income. However, if such costs have been included as part of an Industrial Participant's cost-sharing contribution, the Holding Company may not deduct such amounts from Gross Royalty Income in determining Net Royalty Income.

ARTICLE 9 - REPORTING ON UTILIZATION OF PROJECT INVENTIONS

The Holding Company agrees to submit reports annually to the DOE on the utilization of Project Inventions or on efforts at obtaining such utilization that are being made by the Holding Company or its licensees. Such reports shall include information regarding the status of development and date of first commercial sale or use and will provide an accounting of royalties received by the Holding Company, expenditures on account of each Project Invention, Holding Company costs, inventor awards, and such other data and information as is necessary to properly account for receipts and expenditures relating to Project Inventions. The Holding Company also agrees to provide additional reports as may be requested by the DOE in connection with any march-in proceeding undertaken by the DOE in accordance with ARTICLE 3. To the extent data or information supplied under this ARTICLE is considered by the Holding Company or its licensee to be privileged and confidential and is so marked, the DOE agrees that, to the extent permitted by 35 USC 202(c)(5), it will not disclose such information to persons outside the Government.

ARTICLE 10 - AUDIT AND RECORDS

The Contracting Officer or representatives of the Contracting Officer shall have the right to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this Agreement and all remittances or payments received (including amounts due but unpaid) for activities under this Agreement. This right of examination shall include inspection at all reasonable times at the Holding Company's offices, or parts of them, engaged in performing this Agreement. Since the Holding Company is required to furnish cost, funding or performance reports, the Contracting Officer or duly authorized representatives of the Contracting Office who are employees of the Government shall have the right to examine and audit books, records, other documents and supporting materials, for the purpose of evaluating (i) the effectiveness of the Holding Company's policies and procedures to produce data compatible with the objectives of these reports and (ii) the data reported.

The Holding Company shall make available at its office during regular business hours the materials described in this ARTICLE 10 for examination, audit or reproduction, until three years after expiration of any patents reserved by the Holding Company under this Agreement or for any longer period required by statute or by other clauses of this Agreement.

ARTICLE 11 - TERM OF AGREEMENT

The Agreement shall become effective on, April 29, 1993 and shall continue until the expiration of all patents held by the Holding Company on elected Project Inventions or until all royalty or other payments are received by the Holding Company and disbursed and accounted for as required by this Agreement, whichever is later.

ARTICLE 12 - NOTICES

Whenever any notice is required or permitted to be given under any provisions of this Agreement, such notice shall be in writing, signed by or on behalf of the party giving the notice, and shall be deemed to have been duly given if personally delivered or sent by United States mail, overnight delivery service, or by telegraph, telex or facsimile transmission confirmed by letter and will be deemed given, unless earlier received (i) if sent by certified or registered mail, return receipt requested, or by first class mail, three (3) calendar days after being deposited in the United States mails, postage prepaid, (ii) if sent by overnight delivery service, two (2) calendar days after being deposited with such service, (iii) if sent by telegram, telex or facsimile transmission, on the date sent, provided confirmatory notice is sent by first class mail, postage prepaid, and (iv) if delivered by hand, on the date of receipt. Such notice shall be addressed as set forth below to the party or parties to whom such notice is to be given (or at such other address as shall be stated in a notice similarly given):

(a) If to the DOE:

U.S. Department of Energy copy to:
Idaho Operations Office
Contracts Management Division
850 Energy Drive
Idaho Falls, ID 83401-1563

U.S. Department of Energy
Chicago Operations Office
Intellectual Property Law Division
9800 South Cass Avenue
Argonne, Illinois 60439

(b) If to the Holding Company,

AISI - Advanced Process Control
ATTN: Program Director and
247 Fort Pitt Blvd
Pittsburgh, PA 15222

American Iron and Steel Institute
ATTN: Vice President,
Manufacturing and Technology
1101 17th Street N.W.
Washington, D.C. 20036

ARTICLE 13 - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

American Iron and Steel Institute

UNITED STATES OF AMERICA

By

Barton C. Green

By

J. Lee

Contracting Officer

Barton C. Green

Senior Vice President and

General Counsel

(Name and Title)

10-24-94
Date

Date: October 14, 1994