

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIMONA E. HUNYADI MURPH	06/14/2016
GEORGE K. LARSEN	06/20/2016
RECEIVING PARTY DATA	
Name:	SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
Street Address:	BUILDING 773-41A
Internal Address:	ROOM 227
City:	AIKEN
State/Country:	SOUTH CAROLINA
Postal Code:	29808
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15183222
CORRESPONDENCE DATA	
Fax Number:	(864)233-7342
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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ATTORNEY DOCKET NUMBER:	SRNS-88 (SRS-15-016)
NAME OF SUBMITTER:	ANAND K. PATEL
SIGNATURE:	/Anand K. Patel, Reg. No. 70,705/
DATE SIGNED:	06/22/2016
Total Attachments: 14	
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**JOINT AFFIRMATION OF INVENTION ASSIGNMENT
OF WORLDWIDE RIGHTS**

WHEREAS, I, **SIMONA E. HUNYADI MURPH**, a citizen of the United States, residing at 414 Cooper Mill Road, North Augusta, South Carolina 29860, as co-inventor and assignor of an invention entitled

“MULTIFUNCTIONAL NANOMATERIALS AND METHODS OF PHOTOTHERMAL HEATING AND CATALYSIS USING THE SAME”

as described in a patent application for U.S. Letters Patent executed by me on even date herewith, which is about to be filed in the U.S. Patent and Trademark Office; and

WHEREAS, Savannah River Nuclear Solutions, LLC, Building 773-41A, Room 227, Aiken, South Carolina 29808, as assignee, is desirous of affirming its entire right, title and interest in and to this invention in all countries throughout the world, and in and to the application for United States Letters Patent on this invention and the Letters Patent to be issued upon this application.

NOW, THEREFORE, be it known that for good and valuable consideration the receipt of which from assignee is hereby acknowledged, I, as assignor, have sold, assigned, transferred, and set over to assignee, its lawful successors and assigns, as provided in my SRNS Employee Intellectual Property Agreement, my entire right, title, and interest in and to this invention and this application, and any and all divisions, and continuations thereof, and any and all Letters Patent of the United States which may be granted thereon, and any and all reissues and reexaminations thereof, and any and all rights to claim priority on the basis of such applications, and any and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and any and all Letters Patent which may be granted on this invention in any foreign country, and any and all extensions, renewals, reexaminations, and reissues thereof, and any and all rights to sue and recover for past, present, and future infringement thereof, and I hereby authorize and request the Commissioner for Patents of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue any and all Letters Patent for this invention to assignee, its successors and assigns, in accordance with the terms of this Affirmation Agreement.

AND, I HEREBY covenant that I had the full right to convey the interest(s) assigned in my SRNS Employee Intellectual Property Agreement, and that I have not executed, and will not execute, any agreement in conflict with that agreement or this Affirmation Agreement;

AND, I HEREBY further covenant and agree, that I will, without further consideration, communicate with assignee, its successors and assigns, any facts known to me respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title of this invention in said assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid assignee, its successors and assigns, to obtain and enforce proper patent protection for this

invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the assignee, its successors and assigns.

IN WITNESS WHEREOF, the Assignor have executed this document on the date indicated below:

Simona E. Hunyadi Murph
Simona E. Hunyadi Murph

6/14/2016
Date

ASSIGNMENT

Whereas, I, George K. Larsen, (the "Assignor"), while a postdoctoral research associate of Oak Ridge Associated Universities (ORAU), jointly invented with Dr. Simona Murph of the Savannah River National Laboratory an invention entitled "Multifunctional Nanomaterials and Methods of Photothermal Heating and Catalysis Using the Same" for which patent applications may be submitted to the U.S. Patent and Trademark Office or other appropriate patent offices.

And whereas, I assigned my ownership in the above referenced invention to ORAU via my appointment documentation (see *Agreement Covering Discoveries, Inventions, Data and Copyrights*, Attachment 1), and whereas ORAU entered into an agreement to assign such ownerships interests (see *Intellectual Property Agreement*, Attachment 2) and has subsequently assigned such interests (see *Intellectual Property Assignment Agreement*, Attachment 3) to Savannah River Nuclear Solutions, LLC (SRNS), having a place of mailing address of Office of General Counsel, Building 773-41A, Room 227, Aiken, South Carolina 29808.

And whereas, SRNS (the "Assignee") is desirous to fully document its acquisition of the Assignor's rights in the invention, U.S. patent application(s), other patent application(s) and in any patents which may be granted thereon.

Now therefore, for good and valuable consideration, which includes SRNS's agreement to view Assignor as an "employee" for the sole purpose of payment of any subsequent royalty payments which may accrue to the Assignor under SRNS's Royalty Sharing Policy dated 2/4/2016 (see Attachment 4), the receipt of which is hereby acknowledged, the Assignor hereby acknowledges the assignment, sale and transfer to the Assignee of all rights held by or accruing to the Assignor in the aforesaid invention and patent applications including the right to claim priority under the provisions of the Paris Convention and similar treaties, and by this instrument agrees that any patent which may issue in pursuance of the aforesaid applications is the property of, and should be granted to, the Assignee or their heirs or assigns.

Effective June 14, 2016.

Signed at (city and state) Aiken, SC USA, this 20 day of June 2016.

Kaitlin Coppersmith
Witness
Name: Kaitlin Coppersmith
Address: 201 Greengate Circle Apt I
Aiken SC 29803

George K. Larsen
George K. Larsen
169 Dogwood Road
Aiken, South Carolina 29803

Oak Ridge Associated Universities

AGREEMENT COVERING
DISCOVERIES, INVENTIONS,
DATA, AND COPYRIGHTS

THIS AGREEMENT made between me, whose signature is affixed at the end of this document, and Oak Ridge Associated Universities, Inc., a Tennessee not-for-profit corporation (hereinafter called the "Corporation"). The Corporation has developed and uses technical and non-technical information vital to the success of its business, and in conjunction with work it undertakes with other companies. Generally, employees of the Corporation become acquainted with this information and, depending on job assignments and responsibilities, may contribute to it either through inventions, discoveries or improvements, or through studies, analyses, proposals, business plans or otherwise. Therefore, it is necessary for the Corporation to protect certain of this technical and non-technical information generated by its employees by holding it as proprietary and confidential, or by obtaining statutory protection (patents, trademarks, copyrights) or common law protection (trade secrets).

In consideration of my engagement and/or employment by the Corporation, and the salary, wages or other remuneration paid to me during such engagement and/or employment, I do hereby agree as follows:

A. Proprietary Information:

1. I shall not, except as authorized by the Corporation, at any time during or after my employment, directly or indirectly, disclose to any other person or entity any proprietary technical information of the Corporation or of others (collectively referred to hereinafter as "Proprietary Technical Information") which has come into my possession in the course of employment with the Corporation; and I shall not use any such Proprietary Technical Information for my personal use or advantage, or make it available to others. "Technical Information" includes information such as, for example and without limitation, compositions, formulas, products, processes, methods, systems, designs, specifications, testing or evaluation procedures, machines, manufacturing procedures, production techniques, research and development activities, inventions, discoveries, and improvements.
2. I shall not, except as authorized by the Corporation, at any time during and for seven (7) years after my employment, directly or indirectly, disclose to any other person or entity any proprietary non-technical information of the Corporation or others (collectively referred to hereinafter as "Proprietary Non-Technical Information"), which has come into my possession in the course of my employment with the Corporation; and I shall not use any such Proprietary Non-Technical Information for my personal use or advantage, or make it available to others. Non-technical information includes existing and contemplated business, marketing and financial information such as, for example and without limitation, business plans and methods, marketing information, cost estimates, forecasts, financial data, bid and proposal information, customer identification, and sources of supply.
3. All information regarding Corporation business, both technical and non-technical, in whatever form, including but not limited to text, drawings, or computer software programs, is presumed to be proprietary and confidential until it becomes public information lawfully and without breach of confidential obligation.

B. Inventions, Discoveries, and Improvements:

In the event I make any inventions, discoveries or improvements, or develop any copyrightable work during the course of my work, I agree to disclose promptly and fully to the Corporation all inventions, discoveries, improvements, whether patentable or not, or any copyrightable works of authorship, that have been or may be conceived or made by me, solely or jointly with others, during the period of my employment with the Corporation, whether occurring at the Corporation or assigned to another entity in the course of my employment with the Corporation: (a) which are along the lines of or relate to the business, work or investigations of the Corporation or of any company with which it is affiliated at the time of such inventions, discoveries, improvements or copyrightable works; or (b) which result from or arise out of any work that I may do for or on behalf of the Corporation or of others that may have been disclosed or otherwise made available to me as a result of duties assigned to me by the Corporation. All of these inventions, discoveries, improvements, or copyrightable works of authorship shall be the sole and exclusive property of the Corporation, and I hereby assign to the Corporation all of my right, title and interest therein. In order that public disclosure of inventions, discoveries or improvements will not adversely affect the patent interests of the Corporation, I will secure approval from the Corporation for release or disclosure of any information concerning such inventions, discoveries or improvements prior to such release or public disclosure.

C. Execution of Document:

I also agree to execute assignments to the Corporation or its assigns, nominees, or successors of all my right, title or interest to: (a) any and all discoveries, inventions, improvements, or copyrightable works of authorship described in paragraph B above; (b) any and all patent applications therefore; (c) all priority rights acquired under the International Convention for Protection of Industrial Property by filing such applications; and (d) all patents that may be granted therefore throughout the world. I further agree during and after my employment to sign all lawful papers and otherwise assist without charge in every lawful way the Corporation and its assigns, nominees, or successors at its or their request to obtain and sustain such patents for its benefit in any and all countries.

D. Copyrightable Works Produced Under Funding From the United States Government:

If any copyright is obtained on copyrightable material first produced or composed in the course of or under this agreement, and the copyrightable work was undertaken pursuant to funding received under contract with the United States, and absent any agreement to the contrary, I or the Corporation will obtain for or grant to the U.S. Government and to its officers, agents, servants, employees and others acting on its behalf, who are acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license on behalf of the Government to reproduce, prepare derivative works, and perform and display publicly said copyrightable material.

E. Records and Documents:

All drawings, designs, computer software, specifications, technical, scientific, and medical records, data and memoranda of every description relating to or containing Proprietary Information as defined above, and which are prepared or created by me or which may come into my possession during my employment, are deemed to be the property of the Corporation, and the Corporation shall have the right to use and disseminate, and authorize others so to do, any and all of said above materials and information without any claim on my behalf. Upon termination of my employment, I agree to leave all such records, documents and writings, and all copies thereof, with the Corporation.

F. Notice of Rights Under State Statute:

No provision in the Agreement is intended to require assignment of any of my rights in an invention for which no equipment, supplies, facilities, or trade secret information of the Corporation was used, and which was developed entirely on my own time; and (1) which does not relate to the business of the Corporation or to the actual or demonstrably anticipated research or development of the Corporation, or (2) which does not result from any work performed by me for the Corporation.

G. Legally Binding Agreement:

This Agreement shall be binding upon me, my heirs, assigns, executors, or other legal representatives, and shall be binding upon and inure to the benefit of the Corporation, its assigns, nominees, or successors; however, neither this Agreement nor any provision thereof shall be construed to be an employment agreement. I agree that, either during or after my employment, the Corporation may advise others of the existence of the Agreement and the provisions of all or any part thereof.

H. Prior Inventions:

Listed and briefly described on the reverse side are all inventions not previously assigned to my previous employers, and which I conceived and made prior to my employment with the Corporation. Such listed inventions are not included under this Agreement, I agree to notify the Corporation promptly in writing if their actual or projected use comes to my attention.

EMPLOYEE

Employee's Signature

George Keefe Larsen III
Employee's Name (printed or typed)

12/15/2014
Date

WITNESS

Witness's Signature

NARAH PATTERSON
Witness's Name (printed or typed)

12-15-14
Date

INTELLECTUAL PROPERTY AGREEMENT

THIS AGREEMENT is by and between Oak Ridge Associated Universities (hereinafter "ORAU"), the not-for-profit contractor of the Department of Energy's (hereinafter "DOE") Oak Ridge Institute for Science and Education (hereinafter "ORISE") under Prime Contract DE-AC05-06OR23100, and Savannah River Nuclear Solutions, LLC (hereinafter "SRNS") a limited liability company which manages and operates as Contractor the Department of Energy's (DOE) Savannah River Site (hereinafter "SRS") and Savannah River National Laboratory (hereinafter "SRNL") under Prime Contract DE-AC09-08SR22470.

IT IS RECOGNIZED THAT:

Whereas, SRNS, under its Prime Contract with DOE, is directed to transfer technology, including inventions and copyrightable subject matter (hereinafter "Intellectual Property") and knowledge acquired in performing under its Prime Contract, in order to benefit U.S. industry;

Whereas, ORAU, in addition to its own programs and specific projects at ORISE, provides training and professional and practical job experience for its employees by temporarily assigning such employees to SRNS, where the employees take part in SRNS's research and development efforts (including Cooperative Research and Development Agreements or Work for Others Agreements) at DOE's SRNL;

Whereas, such employee work assignments mutually benefit both ORAU and SRNS in that they greatly expand the training and practical experience opportunities for ORAU employees while providing a source of talented individuals to participate in SRNS's research and development efforts;

Whereas, ORAU employees may make, create or author Intellectual Property while assigned to perform work at SRNS;

Whereas, under its Prime Contract with DOE, ORAU has the right to elect to retain title to such inventions and to request permission to copyright in the case of copyrightable works of its employees;

Whereas, ORAU employees may generate or be given access to Business Sensitive, Proprietary or Protected CRADA Information of SRNS or third parties while assigned to perform work for SRNS; and,

Whereas, both ORAU and SRNS agree that technology transfer and other equity considerations favor the eventual assignment of ORAU's rights in such Intellectual Property to SRNS and the continued protection of Business Sensitive, Proprietary or Protected CRADA Information accessed, obtained, or generated by its employees during their work assignment to SRNL.

NOW, THEREFORE, in view of the foregoing considerations and in a spirit of cooperation, subject to DOE approval it is agreed as follows:

1. Upon the effective date of this Agreement, upon request by SRNS in any particular situation, ORAU agrees to assign to SRNS all of the right, title, and interest in Intellectual Property it may obtain under its Prime Contract with the DOE that is the result of the work assignment of an ORAU employee to SRNS. In addition, ORAU agrees to protect Business Sensitive, Proprietary or Protected CRADA Information of SRNS or third parties which may be disclosed to ORAU by its employees assigned to perform work for SRNS for the same period of protection applicable to such employees.

2. In entering into this Agreement, ORAU agrees to cooperate with SRNS to report and make all necessary elections in the case of inventions and requests for permission to copyright in the case of copyrightable works and to execute all documents required to assign to SRNS all subject Intellectual Property rights as herein agreed. Such documents required to assign to SRNS all subject Intellectual Property rights will be prepared by SRNS and forwarded to ORAU for execution.

3. In the event that Intellectual Property involving an ORAU inventor/author is licensed by SRNS, for the purposes of royalty sharing, employees of ORAU will be considered and treated the same as employees of SRNS under the royalty sharing policy of SRNS in the distribution of such royalties. Royalties will be distributed directly to the ORAU employee.

4. All ORAU employees assigned to perform work for SRNS (at present or in the future) for the purpose of achieving the goals of this Agreement will sign the ORAU "Agreement

Covering Discoveries, Inventions, Data, and Copyright" which is attached hereto as Exhibit A and incorporated herein by reference. The ORAU "Agreement Covering Discoveries, Inventions, Data, and Copyright" obtains the agreement of ORAU employees assigned to perform work for SRNS that they will, *inter alia*, protect Business Sensitive, Proprietary or Protected CRADA Information of SRNS or third parties accessed, obtained, or generated by them during their work assignment to SRNS.

5. This Agreement shall apply to and govern all employees of ORAU who are assigned to perform work for SRNS, except those who are exempted by ORAU's written notice to SRNS prior to their admission to facilities managed or owned by SRNS.

6. The term of this Agreement shall be concurrent with the terms of the respective DOE prime contracts of the Parties, as identified above, including any extension or renewal thereof, subject to earlier termination by either party upon 60 days written notice to the other party. ORAU may remove or change the employment status of any of its employees assigned to a facility managed or owned by SRNS; provided, however, that any termination, for whatever reason, or change in employment status of any ORAU employee shall not affect any rights of either party which may have accrued prior to such notice of termination or change in status.

7. This agreement is effective on the date of the last signature applied hereto.
IN WITNESS, WHEREOF, the Parties have executed this agreement.

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

BY: *John W Temple*
NAME: JOHN W TEMPLE
TITLE: DIRECTOR, CONTRACTS
DATE: 12/6/2012

OAK RIDGE ASSOCIATED UNIVERSITIES, INC

BY: *Ivan Boatner*
NAME: Ivan Boatner
TITLE: Vice President & General Counsel
DATE: 11/11/12

Approved: DEPARTMENT OF ENERGY

BY: *Mary Lou Crow*
NAME: Mary Lou Crow
TITLE: Contracting Officer
DATE: 11-21-2012

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

Whereas Josef A. Velten, George K. Larsen, and Deepika Saini (collectively, the "Named Inventors"), United States citizens and employees of Oak Ridge Associated Universities ("Assignor" or "ORAU"), are listed as named inventors on one or more of Savannah River Nuclear Solutions, LLC invention disclosures, tracking numbers SRS 15-009, entitled "Creation of Graphene Sheets by CVD-Free Thermal or Photoreduction of Graphene Oxide on Metal," and SRS 15-016, entitled "Multifunctional Nanomaterials for Efficient Plasmonic Heating and Catalytic Applications," (the "Inventions"), for which one or more patents may be sought;

Whereas the Named Inventors are obligated to assign and have assigned to ORAU their entire right, title, and interest in the Inventions;

Whereas, Savannah River Nuclear Solutions, LLC ("Assignee" or "SRNS") having a mailing address of Office of General Counsel, Building 703-1B, Room 129, Aiken, SC 29808, desires to document, for purposes of pursuing and obtaining patent rights based on the Inventions, its acquisition of the entire right, title, and interest in the Inventions and in any and all patents or patent applications which may be granted and/or filed thereon;


Whereas, pursuant to the December 6, 2012 Intellectual Property Agreement ("IPA") between Assignor and Assignee, attached hereto as Exhibit A, Assignor has agreed to assign to Assignee, upon request by Assignee in any particular situation, all of the right, title, and interest in Intellectual Property that Assignee may obtain under its Prime Contract with DOE that is the result of the work assignment of an Assignor employee to Assignee;

Now, therefore, Assignor is desirous to assist Assignee in obtaining one or more patents on the Inventions, and acknowledges that, pursuant to this Intellectual Property Assignment Agreement, Assignor has assigned Assignor's entire right, title, and interest to the Inventions and that Assignee and Assignor remain bound by the IPA; and

Assignee hereby acknowledges and accepts the foregoing and undertakes responsibility for complying with the IPA.

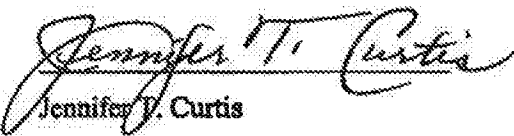
Effective October 15, 2015.

OAK RIDGE ASSOCIATED UNIVERSITIES, INC.

By: 
Ivan Boatner
Vice President and General Counsel

Date: 10/15/15

SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC

By: 
Jennifer T. Curtis
Senior Vice President and General Counsel

Date: 10/19/15

Savannah River Nuclear Solutions, LLC
Royalty Sharing Policy
Dated 2/4/2016

Royalty Sharing

I. Distribution of Technology Transfer Generated Revenues

Inventors, authors, and other employees of Savannah River Nuclear Solutions, LLC (SRNS) and Savannah River National Laboratory (SRNL), hereafter collectively referred to as "Contractor", will receive financial awards by sharing in cash revenues generated by Contractor technology transfer activities.* SRNS is the Management and Operating Contractor of the Savannah River Site and the SRNL on behalf of the Department of Energy (DOE). The revenues received by Contractor from each license to Contractor intellectual property rights will be distributed as follows:

1. First, pay to the eligible named inventor(s)/author(s)* 100% of the first \$2,000 (divided per capita) revenues received by Contractor each fiscal year, and
2. Subsequent Technology Transfer generated income received each year to be distributed as follows:
 - A. 25% to the eligible named inventor(s)/author(s). In cases where there are multiple inventors/authors, this 25% allocation will be shared equally between them (divided per capita); and
 - B. Up to 10% to eligible contributing individuals (divided per capita), as may be identified/recommended by the inventor(s)/author(s), who have significantly assisted with the development or commercialization of the intellectual property, but who are not legal inventors/authors. To qualify for revenue sharing, such contributing individuals as are identified/recommended by the inventor(s)/author(s) must thereafter be ratified by the appropriate Senior Management representative or designee. Ratification decisions are final. In the event that the recommended/ratified share for contributing individuals is less than 10%, the remainder of the 10% will default to the Contractor Technology Transfer Office to offset costs as referenced in 2.D., below:
 - C. 40% to establish a fund to be used for scientific research, development, technology transfer, and education pursuant to the technology transfer mission established by DOE. Contractor intends to use the revenue generated by authorized technology transfer activities to fund activities that are consistent with the research and development mission of the Contractor in accordance with 15 U.S.C. 3710c, including, but not limited to:
 - a. Inventor Recognition Events including food for the events,
 - b. Events or meetings to promote technology transfer including food provided at the event or meeting,
 - c. Trophies or mementos for inventors excluding items of monetary value,
 - d. Technical/Industrial Assistance Type Programs, and
 - e. Technology Transfer training; and
 - D. 25% to the Contractor Technology Transfer Office to offset costs associated with patenting/copyrighting, evaluating a promising R&D concept (currently DOE-Savannah River Operations Office approved), developing efforts that will increase a technology's potential for transfer, Technology Maturation, providing a key piece of research equipment that will support technology transfer, traveling costs for face to face meetings with potential licensees, traveling costs for participation in conferences for technology transfer purposes, conference fees for technology transfer purposes, marketing materials that will support technology transfer, Contractor and SRNL mementos for potential licensees, and commercialization efforts.
3. The Contractor Technology Transfer Office will distribute royalty payments from DOE's Technology Transfer Activities program in accordance with DOE's instructions.

Savannah River Nuclear Solutions, LLC
Royalty Sharing Policy
Dated 2/4/2016

II. Scope/Limitations

1. An individual is "eligible" for revenue sharing, as outlined above, if that person is or was:
 - A. A Contractor employee at the time the invention was conceived and is either named as an inventor as part of official Technology Transfer records (e.g., Form OSR 3-188), is named as an inventor on the issued patent with the issued patent being the final authority if the patent is issued at the time of a royalty distribution or has executed appropriate assignment documents to Contractor or DOE. This will be reviewed each time a royalty distribution is made.
 - B. A Contractor employee at the time the copyrighted works were developed and is named as an author as part of official Technology Transfer records (e.g., Form OSR 3-190, "SRS Copyright Submittal"), is named as an author on the registered copyright with the registered copyright being the final authority if the copyright is registered at the time of royalty distribution or has executed appropriate assignment documents to Contractor or DOE. This will be reviewed each time a royalty distribution is made.
2. Contractor employees that terminate employment prior to submission of an invention disclosure or copyright submittal form may be eligible for financial awards as outlined above if all necessary paperwork assigning the technology rights, title, and interest to Contractor have been submitted.
3. Active, retired, or former employees of Contractor will forfeit financial awards under the terms of this policy in the event that they violate the terms of Contractor Management Policy MP 1.5, "Conflicts of Interest", or the applicable "Employee Intellectual Property Agreement" (OSR 5-206W).
4. Financial awards due to an eligible employee under Section I, Distribution of Technology Transfer Generated Revenues, may be forfeited if the former or retired employee of Contractor does not provide a current mailing address within three (3) months of leaving the employ of Contractor or if the former or retired employee does not maintain a current mailing address on file with Contractor's Technology Transfer Office. Such awards to be made to an active, retired, or former employee of Contractor are non-transferable, and eligibility for said awards shall cease upon his/her death. In such an event, that person's revenue share shall default to Contractor's Technology Transfer Office.
5. Any payment made to a Contractor employee under this policy shall be in addition to his/her regular pay, and shall not affect or limit any regular pay, annuity or award for which the employee is otherwise entitled or eligible, including any non-monetary award (such as a plaque, trophy etc.) for submitting an invention disclosure, filing a patent application, patent issuance, filing a copyright application, copyright issuance etc.
6. Financial awards to active Contractor employees will not be considered as earned income when calculating pension or other employee fringe benefits, but will be subject to tax reporting and applicable withholding requirements. Financial awards paid to retired or former Contractor employees, while not subject to withholding requirements, are reportable to the Internal Revenue Service (IRS).
7. No provision of this policy shall be construed as an employment agreement.
8. This policy may be later amended to change the revenue sharing formula/allocations or otherwise as deemed appropriate by Contractor management, contingent upon DOE Contracting Officer approval.
9. Unusual or special circumstances as they relate to eligibility for participation or forfeiture of participation in the Contractor royalty sharing process will be reviewed and a determination made on a case-by-case basis as deemed appropriate by Contractor's Office of General Counsel in conjunction with Contractor's Technology Transfer Office.

Savannah River Nuclear Solutions, LLC
Royalty Sharing Policy
Dated 2/3/2016

III. Responsibilities/Administration

1. The Contractor's Technology Transfer Office is responsible for monitoring the terms and conditions of each technology transfer activity. The Contractor's Technology Transfer Office is responsible for coordinating with the Contractor's Finance Department to ensure that the appropriate financial distributions are made in a timely manner as set forth in this policy.
2. All fees and royalties collected from Technology Transfer agreements will be forwarded to the Contractor Finance Department. The Contractor Finance Department is responsible for making payment of the financial awards as set forth in this policy and will provide a report of all such payments to the Contractor Technology Transfer Office no less than annually. Financial awards shall be paid as accrued and should be distributed and paid annually if at all possible. Should a circumstance arise in which it is not feasible to distribute and pay financial awards annually, then this circumstance should be documented.
3. The appropriate Senior Management representative or designee is responsible for providing the framework for the review of the contributions of those individuals identified/recommended by the inventor(s)/author(s) for financial awards under Section I, Distribution of Technology Transfer Generated Revenues.
4. The Contractor Technology Transfer Office is responsible for the interpretation, administration, and maintenance of this Royalty Sharing Policy.

*In certain instances other individuals not employed by the Contractor are eligible to receive royalties under this policy. In all cases an assignment of rights is made between the individual/their employer and the Contractor as consideration for treatment of such an individual as a "Contractor employee" for purposes of this royalty policy only.