

8.4 Except as otherwise authorized in writing by EPRI, the UNIVERSITY will obtain patent agreements to effectuate the purposes of Subarticles 8.1, 8.2, and 8.3 of this Article 8 from all persons who perform any part of the Work under this Agreement, except such clerical and manual labor personnel as will not have access to technical data.

8.5 The term of this Article 8 shall extend to the expiration date of the latest U.S. Letter Patent issued on any invention or improvement thereon, any reissues thereof and all continuations, continuations-in-part, and divisional applications related thereto; provided, however, that if no U.S. Letters Patents are issued thereon, the term of this Article 8 shall extend for five (5) years after the conclusion of the Work or until the patentability of any invention or discovery hereunder is determined by a court or agency of competent jurisdiction, whichever is longer.

8.6 If an invention or discovery is made, conceived, or first reduced to practice in the course of or under this Agreement, and a patent is not applied for by EPRI or the UNIVERSITY, such invention or discovery may be published, with appropriate acknowledgment of EPRI research support, and thereby placed in the public domain.

8.7 It is recognized that during the course of or under this Agreement, the UNIVERSITY or its employees may from time to time desire to publish information regarding scientific or technical developments made, conceived, or first reduced to practice in the course of or under this Agreement. In order that premature public disclosure of such information will not adversely affect the patent interests of EPRI or the UNIVERSITY, patent approvals for release and publication of such information shall be secured from the EPRI project manager prior to any such release or publication, which approval shall not be unreasonably withheld, and approval or reasons for denial shall be communicated by EPRI to UNIVERSITY within thirty (30) days.

8.8 Except as otherwise authorized in writing by EPRI, the UNIVERSITY will insert in all subcontracts provisions making this Article 8 applicable to the subcontractor and its employees, for all subcontracts pertaining to the Work hereunder.

8.9 If the UNIVERSITY has any dominant and relevant background patent or data rights and EPRI determines such rights to be needed for full utilization of Foreground Inventions or discoveries developed under this Agreement, the UNIVERSITY agrees to make available upon EPRI's request, to the extent it has the right to do so at the time of EPRI's request, to whomever EPRI may designate, such background rights on a nondiscriminatory, reasonable royalty basis.

8.10 If in accordance with any of the provisions of this Agreement the UNIVERSITY is entitled to receive a license with or without the right to sublicense, then it is understood and agreed that such right is nontransferable without EPRI's prior written consent. Additionally, if under any provision of this Agreement the UNIVERSITY is obligated to grant background patent or data rights to EPRI or its designees, then it is understood and agreed that the UNIVERSITY shall reserve such background rights for EPRI and its designees in any assignment or transfer of such background rights, and that any such assignment or transfer shall be subject to EPRI's prior written approval.

8.11 It is understood and agreed that any out-of-pocket expenses incurred by the UNIVERSITY pursuant to this Article 8 shall be borne by EPRI; provided, however, that if the UNIVERSITY undertakes to obtain patents under the provisions of Subarticle 8.1(d) above, out-of-pocket expenses incurred by the UNIVERSITY shall be borne by the UNIVERSITY.

## ARTICLE 14 - Termination

14.1 This Agreement may be terminated by EPRI at any time upon thirty (30) days written notice to the UNIVERSITY. In full discharge of any obligations to the UNIVERSITY in respect of this Agreement and such termination, EPRI shall pay for costs and noncancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 3. The UNIVERSITY shall take all reasonable steps to minimize termination costs. In no event, however, shall EPRI be obligated to pay the UNIVERSITY any amount in excess of the total funds committed by EPRI up to the time of termination to support the Work.

14.2 Pursuant to Section 38-511, Arizona revised Statutes, this Agreement is subject to cancellation within three (3) years after its execution, without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ASU is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of EPRI in any capacity or a consultant to EPRI with respect to the subject matter thereof.