

EPRI shall derive no right, title or interest in such material except as expressly set forth in this Agreement and shall not claim or assert title or ownership thereof of any derivative work. It is understood that confidential and proprietary material does not include material which (1) has been or is in the future published without restriction or otherwise put in the public domain through no fault of EPRI; or (2) subsequent to disclosure by the UNIVERSITY is lawfully received by EPRI from a third party having rights therein, including the right to disseminate the information. EPRI agrees to take every reasonable precaution to prevent unauthorized disclosure of the computer program and to maintain the confidential nature of such information at least to the same extent that it protects its own proprietary materials. EPRI shall on written request from UNIVERSITY provide a list of third parties to whom EPRI has licensed the computer program and the terms on which the license is made.

7.5 Requirements. Any computer programs and related software ("Software") developed by the UNIVERSITY during the course of the Work or substantially modified for use in the Work will be supplied in a form which may be used by others independently of the UNIVERSITY's or any third party's proprietary programs or computer configurations. Unless otherwise provided in the Schedule, all Software will be developed in accordance with the EPRI software development standards in effect as of the Effective Date and will not be accepted by EPRI as a Deliverable under this Agreement until the appropriate acceptance testing and quality grading procedures have been successfully completed. The Software, test cases and their results will be transmitted to EPRI (in source code, object code and any additional form specified by EPRI) on disk, magnetic tape or other medium specified by EPRI, in the number of copies set forth in the Schedule. Complete documentation shall be supplied as set forth in the Schedule.

7.6 Acceptance Testing and Quality Grading. Acceptance testing and quality grading of software deliverables is required for all software products prior to acceptance by EPRI. Acceptance testing and quality grading will be performed in two parts: Part I will involve the customer feedback on functional quality pursuant to Part I of Appendix A attached to and incorporated in this Agreement. Part II will involve an independent contractor's software acceptance evaluation on quality from an information technology perspective pursuant to Part II of Appendix A attached to and incorporated in this Agreement.

ARTICLE 8 - Inventions and Patents

8.1 (a) It is recognized and acknowledged by the UNIVERSITY that one of the purposes of EPRI in supporting the research undertaken pursuant to this Agreement is to secure the tangible benefit of the scientific and technological knowledge developed under this Agreement for use by the general public on a nondiscriminatory basis. Therefore, whenever any invention or discovery is made, conceived, or first reduced to practice by the UNIVERSITY or its employees in the course of or under this Agreement ("Foreground Invention"), the UNIVERSITY shall promptly furnish EPRI with complete information thereon including, without limitation, a written description thereof giving the date of invention, naming the inventors and others involved in the development thereof. The UNIVERSITY, for itself and its employees, agrees to extend to EPRI or its designee its full cooperation in (a) enforcing the patents on the inventions or discoveries, (b) giving of testimony, and (c) providing invention or discovery records and other documents in support of the enforcement procedure.

8.1 (b) If, in accordance with the patent laws of the United States, EPRI determines that a patent should be applied for, then EPRI shall undertake to obtain the patent at its expense in the United States and foreign jurisdictions. The UNIVERSITY shall have title to any such invention or discovery. EPRI shall notify the UNIVERSITY of its intent to file patent applications on any Foreground Invention within one hundred eighty (180) days after the completion or termination of the Agreement, but no later than ninety (90) days prior to publication of the Final Report by EPRI. The UNIVERSITY may request an earlier notification from EPRI than provided above, and EPRI shall not unreasonably withhold its