

**AGREEMENT
BETWEEN
UNIVERSITIES RESEARCH ASSOCIATION, INC.
AND
UNITED STATES LARGE HADRON COLLIDER
USER ASOCIATION**

This Agreement is made effective as of February 15, , 2013 by and between Universities Research Association, Inc., a District of Columbia nonprofit corporation, of 1111 19th Street, N.W. Suite 400, Washington, District of Columbia 20036, and the United States Large Hadron Collider Users Association, 1111 19th Street, N.W. Suite 400, Washington, D.C. 20036, a District of Columbia cooperative association. The party who is contracting to receive services shall be referred to as “USLUA” and the party who will be providing the services shall be referred to as “URA.”

URA was the management and operating contractor for Fermilab through December 31, 2006 and since then has been a member of the Fermi Research Alliance, LLC, the current operator of Fermilab. Working together with Fermilab and collaborators at the laboratory, members of USLUA have participated in experiments at the Large Hadron Collider and in the analysis of the information derived from the experiments and the publication of results of work at the Large Hadron Collider.

USLUA, as it develops into a more mature organization representing interests of scientists at numerous universities and several national laboratories, desires to have services provided by URA.

URA, consistent with its charter to promote research and education in the physical sciences is agreeable to provide the services USLUA desires.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on February , 15, 2013, as an independent contractor, URA, on a non-interference basis with its core mission, will perform the services delineated in Attachment 1 to this Agreement, Scope of Services.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific level of effort to be worked by URA will be determined by the URA Executive Director in consultation with USLUA.

3. ORDERING, BILLING AND PAYMENT. At the beginning of each month the parties will meet to discuss the activities for the coming month, including the level of effort anticipated and the estimated number of hours to be expended.

URA will bill USLUA at the beginning of each month for the services rendered under this Agreement during the prior month. Upon receipt by USLUA, a proper invoice will be paid within 30 days.

USLUA has obligated \$ _____ to this Agreement. In no event will USLUA order or URA perform work whose costs exceeds the amount of funding obligated to this agreement by USLUA without prior agreement by URA to do so.

4. EXPENSE REIMBURSEMENT. In the event that travel is required to perform the services URA shall be entitled to reimbursement from USLUA of reasonable expenses for travel (including air at coach fare) in accordance with the Federal Travel Regulations or as otherwise may be agreed by the parties, and other incidental expenses authorized by USLUA when performing this Agreement.

5. TERM/TERMINATION. This Agreement will run through December 31, 2013. This Agreement may be extended by mutual agreement of the parties for a term to be determined by the parties. The Agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that URA is an independent contractor with respect to USLUA, The URA employees working under this Agreement are not employees of USLUA. Hence, USLUA will not provide fringe benefits, including health or dental insurance benefits, paid holidays, paid sick leave, or any other employee benefit, for

the benefit of the URA employees. USLUA recognizes that the rates charged for services rendered under this Agreement include all such compensation of URA employees.

USLUA is responsible and will hold URA harmless for any loss or damage caused URA as a result of the negligence of any USLUA members or employees in the course of the performance of this Agreement.

7. DISCLOSURE. URA agrees to disclose promptly any outside activities or interests that conflict, or may conflict, with the best interests of USLUA.

8. NONDISCLOSURE. URA agrees to hold confidential any and all information provided to it under or in furtherance of the Agreement in any form, format, or media which is marked business confidential or proprietary, or is orally so indicated.

9. ASSIGNMENT. USLUA obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of URA.

10. RETURN OF RECORDS & PROPERTY. Upon termination of the Agreement, USLUA may request that URA deliver to USLUA records, notes, data, memoranda, models, and equipment of any nature that are in possession, or under URA's control, which are USLUA's property or relate to USLUA's business, or were purchased with USLUA funds. URA agrees to return such records and/or property on a timely basis, if requested.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for URA:

Dr. Marta Cehelsky, Executive Director
Universities research Association, Inc.
1111 19th Street, NW Suite 400
Washington, DC 20036

If for USLUA:

(To be provided by USLUA)

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the District of Columbia.

Party receiving services:

Party providing services:

USLUA

URA

By: _____

By: _____

Date: _____

Date: _____