#### WORK FOR OTHERS AGREEMENT WITH NON-FEDERAL SPONSORS

# WORK FOR OTHERS AGREEMENT NO. 85G19

#### BETWEEN

UCHICAGO ARGONNE, LLC
AS OPERATOR OF ARGONNE NATIONAL LABORATORY
OPERATING UNDER PRIME CONTRACT NO. DE-AC02-06CH11357
FOR THE
U. S. DEPARTMENT OF ENERGY

#### AND

#### NORTH DAKOTA DEPARTMENT OF HEALTH

The obligations of the UCHICAGO ARGONNE, LLC as Operator of ARGONNE NATIONAL LABORATORY shall apply to any successor in the interest of continuing the operation of ARGONNE NATIONAL LABORATORY.

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#### WORK FOR OTHERS WITH NON-FEDERAL SPONSORS

#### ARTICLE I - PARTIES TO THE AGREEMENT

The Parties to this Agreement are UCHICAGO ARGONNE, LLC ("Laboratory") as operator of ARGONNE NATIONAL LABORATORY, operating under Prime Contract No. DE-AC02-06CH11357 (the "Prime Contract") for the U. S. DEPARTMENT OF ENERGY ("DOE" or "Department") and NORTH DAKOTA DEPARTMENT OF HEALTH ("Sponsor").

The Laboratory will perform work on a best effort basis as set forth in Work-For-Other (WFO) Proposal No. P-13152, attached hereto as Appendix A. It is understood by the Parties that the Laboratory is obligated to comply with the terms and conditions, except for intellectual property, of its Prime Contract with DOE when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement.

# ARTICLE II - TERM OF THE AGREEMENT

The Laboratory estimated period of performance for completion of the Statement of Work is six months. The term of this Agreement shall be effective as of the date on which it is signed by the last of the Parties thereto.

# **ARTICLE III - COSTS**

- A. The Laboratory estimated cost for the work to be performed under this Agreement is \$182,815.
- B. The Laboratory has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost, including any subsequent amendment.

#### ARTICLE IV - FUNDING AND PAYMENTS

The Sponsor shall pay the Laboratory as follows:

A. <u>Advance Payment</u>. The Sponsor shall advance the following amount no later than the Date Due:

Amount Due	Date Due
\$62,000	Upon execution of Agreement

The Sponsor's advanced payment shall be recorded in the Laboratory's account, and at such time as the Laboratory's estimated costs for the remaining work are equal to or less than the amount in the advanced payment account, the Laboratory may charge the remaining costs the Laboratory incurs to the advanced payment account. The Laboratory shall be under no obligation to perform any work under this Agreement if the Sponsor is

overdue on payment of an invoice and the amount of advanced payment in the Laboratory's account is less than the Laboratory's estimated costs for the remaining work. Advance payment in excess of total costs incurred by the Laboratory under this Agreement after the end of its term shall be refunded to the Sponsor.

- B. <u>Monthly Invoice Payments</u>. The Laboratory shall invoice the Sponsor for the costs it incurs and any other amounts due under this Agreement no more frequently than monthly. The Sponsor shall pay correctly invoiced amounts no later than thirty (30) days after the invoice date, except to the extent the invoice states that costs are being charged to the advanced payment account as provided in Paragraph A above.
- C. <u>Applicable Currency</u>. All payments due the Laboratory under this Agreement, including cost estimates and obligations of funds, shall be in United States dollars (U.S.\$).
- D. <u>Taxes.</u> All payments due Laboratory are exclusive of any applicable sales, use, value-added, excise or similar taxes that might be imposed. Sponsor is responsible for all applicable sales, use, value-added, excise or similar taxes based on fees and charges payable under this Agreement or based on Sponsor's use of the results of this Agreement.

#### ARTICLE V - SOURCE OF FUNDS

The Sponsor hereby warrants and represents that the funding it brings to this Agreement does not include any federal funds, and there no other agreements that have terms and conditions (including without limitation those relating to intellectual property) conflicting with this Agreement.

# ARTICLE VI - PROPERTY

Unless the Parties otherwise agree in writing, each piece of equipment having a value in excess of \$5,000 produced or acquired with funds provided by the Sponsor shall be disposed of as instructed by the Sponsor, and any and all costs associated with the disposal of such property shall be at the Sponsor's expense. Any piece of equipment produced or acquired under \$5,000 shall become the property of the Laboratory on behalf of the Government.

# **ARTICLE VII - PUBLICATION MATTERS**

The publishing Party shall provide the other Party a thirty (30) day period in which to review and comment on proposed publications prepared under this Agreement that disclose technical developments and/or research findings generated in the course of this Agreement. The publishing Party shall not publish or otherwise disclose Proprietary Information identified by the other Party, except as provided by law.

#### ARTICLE VIII - LEGAL NOTICE

The Parties agree that the following legal notice shall be affixed to each report furnished to the Sponsor under this Agreement and to any report resulting from this Agreement which may be distributed by the Sponsor:

THIS MATERIAL WAS PREPARED AS AN ACCOUNT OF WORK SPONSORED BY NORTH DAKOTA DEPARTMENT OF HEALTH. NEITHER THE AUTHORS, UNITED STATES GOVERNMENT NOR ANY AGENCY THEREOF, NOR UCHICAGO ARGONNE, LLC, NOR ANY OF THEIR EMPLOYEES OR OFFICERS. MAKES ANY REPRESENTATION OR ANY WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT, OR PROCESS DISCLOSED, THAT ANY USE OF THE FOREGOING WOULD NOT INFRINGE ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS. REFERENCE HEREIN TO ANY SPECIFIC COMMERCIAL PRODUCT, PROCESS, OR SERVICE BY TRADE NAME, TRADEMARK, MANUFACTURER, OR OTHERWISE, DOES NECESSARILY CONSTITUTE OR **IMPLY** ITS ENDORSEMENT. RECOMMENDATION, OR FAVORING BY THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF. THE VIEW AND OPINIONS OF AUTHORS EXPRESSED HEREIN DO NOT NECESSARILY STATE OR REFLECT THOSE OF THE UNITED STATES GOVERNMENT OR ANY AGENCY THEREOF.

# ARTICLE IX - DISCLAIMER

THE GOVERNMENT AND THE LABORATORY MAKE NO, AND DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES, **EXPRESS** OR IMPLIED, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL OR OTHER PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER OR RESULTING FROM THIS WORK FOR OTHERS AGREEMENT; THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES. INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE GOVERNMENT NOR LABORATORY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS WORK FOR OTHERS AGREEMENT, INCLUDING WITHOUT LIMITATION RESEARCH OR RESULTING PRODUCT(S), INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS WORK FOR OTHERS AGREEMENT, REGARDLESS OF WHETHER ANY PARTY KNEW OF THE POSSIBILITY OF SUCH DAMAGES.

# ARTICLE X – GENERAL INDEMNITY - (Reserved)

# ARTICLE XI - PRODUCT LIABILITY INDEMNITY

To the extent permitted by North Dakota State law and except for any liability resulting from any negligent acts or omissions of the Government or the Laboratory, the Sponsor agrees to indemnify the Government and the Laboratory for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the Sponsor, its assignees, or licensees, which was derived from the work performed under this Work for Others Agreement. In respect to this Article, neither the Government nor the Laboratory shall be considered assignees or licensees of the Sponsor, as a result of reserved Government and Laboratory rights. The indemnity set forth in this paragraph shall apply only if the Sponsor shall have been informed as soon and as completely as practical by the Laboratory and/or the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Laboratory and/or Government shall have provided all reasonably available information and reasonable assistance requested by the Sponsor. No settlement for which the Sponsor would be responsible shall be made without the Sponsor's consent unless required by final decree of a court of competent jurisdiction.

# ARTICLE XII - INTELLECTUAL PROPERTY INDEMNITY - LIMITED

To the extent permitted by North Dakota State law, the Sponsor shall indemnify the Government and the Laboratory and their officers, agents, and employees against liability, including costs, for infringement of any United States patent, copyright, or other intellectual property arising out of any acts required or directed by the Sponsor to be performed under this Agreement to the extent such acts are not already performed at the facility. Such indemnity shall not apply to a claimed infringement that is settled without the consent of the Sponsor unless required by a court of competent jurisdiction.

# ARTICLE XIII - NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The Sponsor shall report to the Department and the Laboratory, promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the Department and the Laboratory, when requested by the Department or the Laboratory, all evidence and information in the possession of the Sponsor pertaining to such claim.

# ARTICLE XIV - PATENT RIGHTS (WAIVER AND FULL GOVT LICENSE)

1. The following definitions shall be used for this Article.

- A. "Facility Contractor" means UChicago Argonne, LLC as Operator of Argonne National Laboratory, operating under DOE Prime Contract No. DE-AC02-06CH11357 or any successor contractor thereof.
- B. "Subject Invention" means any invention or discovery of the Facility Contractor, or, to the extent the Sponsor or a Facility subcontractor is performing any work under this Agreement, of the Sponsor or Facility subcontractor respectively, conceived in the course of or under this Agreement, or, in the case of an invention previously conceived by the Sponsor or Facility subcontractor, first actually reduced to practice in the course of or under this Agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether patented under the Patent Laws of the United States of America or any foreign country, or unpatented.
- C. "Patent Counsel" means the DOE/NNSA field Patent Counsel assisting the procuring activity which has the administrative responsibility for the Facility where the work under this Agreement is to be performed.

#### 2. Rights of the Sponsor

#### A. Election to Retain Rights

Subject to the provisions of Paragraph 3 with respect to any Subject Invention reported and elected in accordance with Paragraph 4. of this Article, the Sponsor may elect to retain the entire right, title, and interest throughout the world to each Subject Invention and any patent application filed in any country on a Subject Invention and in any resulting patent secured by the Sponsor. Where appropriate, the filing of patent applications by the Sponsor is subject to DOE and other Government security regulations and requirements.

# 3. Rights of Facility Contractor and Government

# A. Assignment to either the Facility Contractor or the Government

The Sponsor agrees to assign to either the Facility Contractor or the Government, as requested by the Facility Contractor or Government, the entire right, title, and interest in any country to each Subject Invention for which the Sponsor:

- (1) does not elect pursuant to this Article to retain such rights; or
- (2) elects to retain title to a Subject Invention pursuant to Paragraph 2. but fails to have a patent application filed in that country on the Subject Invention or decides not to continue prosecution or not to pay any maintenance fees covering the invention.

#### B. Terms and Conditions of Waived Rights

- (1) To preserve the Facility Contractor's and the Government's residual rights to Subject Inventions, and in patent applications and patents on Subject Inventions, the Sponsor shall take all actions in reporting, electing, filing on, prosecuting, and maintaining invention rights promptly, but in any event, in sufficient time to satisfy domestic and foreign statutory and regulatory time requirements, or, if the Sponsor decides not to take appropriate steps to protect the invention rights, it shall notify the Facility Contractor in sufficient time to permit either the Facility Contractor or the Government to file, prosecute, and maintain patent applications and any resulting patents prior to the end of such domestic or foreign statutory or regulatory time requirements.
- (2) The Sponsor shall convey or ensure the conveyance of any executed instruments necessary to vest in either the Facility Contractor or the Government the rights set forth in this Article.
- (3) With respect to any Subject Invention in which the Sponsor retains title, the Government retains a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced by or on behalf of the United States the Subject Invention throughout the world.
- (4) The Sponsor shall provide the Government a copy of any patent application filed on a Subject Invention within 6 months after such application is filed, including its serial number and filing date.
- (5) Preference for U.S. Industry. Notwithstanding any other provision of this Article, the Sponsor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any Subject Invention in the United States unless such person agrees that any products embodying the Subject Invention or produced through the use of the Subject Invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Sponsor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (6) The Sponsor agrees to refund any amounts received as royalty charges on any Subject Invention in procurement by or on behalf of the Government and to provide for that refund in any instrument transferring rights to any party in the invention.
- (7) The specification of any United States patent applications and any patent issuing thereon covering a Subject Invention, must include the following statement. "The

Government has rights in this invention pursuant to (specify this underlying Agreement)."

# 4. Invention Identification, Disclosures, and Reports

- A. The Sponsor shall furnish the Patent Counsel a written report containing full and complete technical information concerning each Subject Invention it makes within 6 months after conception or first actual reduction to practice, whichever occurs first, in the course of or under this Agreement, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Sponsor. The report shall identify the Agreement and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding to the extent known at the time of disclosure, of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any election of invention rights under this Article. When an invention is reported under this paragraph 4.A., it shall be presumed to have been made in the manner specified in Section (a)(1) and (2) of 42 USC 5908.
- B. The Facility Contractor shall report to DOE Subject Inventions it makes in accordance with the procedures set forth in Prime Contract DE-AC02-06CH11357. In addition, the Facility Contractor shall disclose to the Sponsor at the same time as disclosure to the Department any Subject Inventions made by the Facility Contractor under this Agreement and the Sponsor shall notify the Department within 6 months of receipt of such disclosure by the Sponsor of any election of patent rights under this Article.
- C. Requests for extension of time for election under subparagraphs A. and B. may be granted by Patent Counsel for good cause shown in writing.

#### 5. Limitation of Rights

Nothing contained in this patent rights Article shall be deemed to give the Government any rights with respect to any invention other than a Subject Invention except as set forth in the Facilities License of Paragraph 6.

#### 6. Facilities License

In addition to the rights of the Parties with respect to Subject Inventions, the Sponsor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or first actually reduced to practice or acquired by the Sponsor, which at any time, through completion of work under this Agreement, are owned or controlled by the Sponsor and are incorporated in the facility as a result of this Agreement to such an extent that the facility is not restored to the condition existing prior to this Agreement (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of the facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not

prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents herein licensed.

#### 7. Early Termination of Agreement

The terms and conditions of this Article shall survive this Agreement, in the event that this Agreement is terminated before completion of the Statement of Work.

# ARTICLE XV - RIGHTS IN TECHNICAL DATA (PROPRIETARY DATA PROTECTION)

- 1. The following definitions shall be used for this Article.
  - A. "Facility Contractor" means UChicago Argonne, LLC as Operator of Argonne National Laboratory, operating under DOE Prime Contract No. DE-AC02-06CH11357 or any successor contractor thereof.
  - B. "Generated Information" means information produced in the performance of this Agreement, and Facility subcontracts under this Agreement.
  - C. "Proprietary Information" means information which is developed at private expense, is marked as Proprietary Information, and embodies (1) trade secrets or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
  - D. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- 2. For the work to be performed at the DOE/NNSA facility, the Sponsor agrees to furnish to the Facility Contractor or leave at the facility that information, if any, which is (1) essential to the performance of work by the Facility Contractor personnel or (2) necessary for the health and safety of such personnel in the performance of the work. Any information furnished to the Facility Contractor shall be deemed to have been delivered with Unlimited Rights unless marked as Proprietary Information. The Sponsor agrees that it has the sole responsibility for appropriately identifying and marking all documents containing Proprietary Information, whether such documents are furnished by the Sponsor or produced under this Agreement and made available to the Sponsor for review.
- 3. The Sponsor may designate as Proprietary Information any Generated Information where such data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it were obtained from a third party. Such Proprietary Information will, to the extent permitted by law, be maintained in confidence and disclosed or used by the Facility Contractor (under suitable protective conditions) only for the purpose of carrying out the Facility Contractor's responsibilities under this Agreement. Upon completion of activities under this Agreement, such Proprietary Information will be disposed of as requested by the Sponsor. Before the Facility Contractor releases data

associated with this Agreement to anyone, the Sponsor will be afforded the opportunity to review that data to ascertain whether it is Proprietary Information and to mark it as such.

- 4. The Government and Facility Contractor agree not to disclose properly marked Proprietary Information to anyone other than the Sponsor without written approval of the Sponsor, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905). The Government and Facility Contractor shall have the right, at reasonable times up to three (3) years after the termination or completion of this Agreement, to inspect any information designated as Proprietary Information by the Sponsor, for the purpose of verifying that such information has been properly identified as Proprietary Information.
- 5. The Sponsor is solely responsible for the removal of all of its Proprietary Information from the facility by or before termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any information which is not removed from the Facility by termination of this Agreement. The Government and Facility Contractor shall have Unlimited Rights in any Proprietary Information which is incorporated into the facility or equipment under this Agreement to such extent that the facility or equipment is not restored to the condition existing prior to such incorporation.
- 6. The Sponsor agrees that the Facility Contractor will provide to the Department a nonproprietary description of the work performed under this Agreement.
- 7. The Government shall have Unlimited Rights in all Generated Information produced or information provided to the Facility Contractor by the Parties under this Agreement, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection, or which is marked as being Proprietary Information.
- 8. Copyrights. The Sponsor may assert copyright in any of its Generated Information, and may also require the Facility Contractor, at the Sponsor's expense, to assert and assign copyright as may exist in any Generated Information produced by the Facility Contractor which the Sponsor wishes to copyright. Subject to the other provisions of this article, and to the extent copyright is asserted, the Government reserves for itself and others acting in its behalf, a paid-up, world-wide, irrevocable, non-exclusive license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such copyrighted works.
- 9. The terms and conditions of this Article shall survive this Agreement, in the event that the Agreement is terminated before completion of the Statement of Work.

# ARTICLE XVI – <u>ASSIGNMENT</u>

Neither this Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by the other Party to this Agreement, provided, the Laboratory may transfer it to the Department, or its designee, with notice of such

transfer to the Sponsor, and the Laboratory shall have no further responsibilities except for the confidentiality, use, and/or non-disclosure obligations of this Agreement.

# ARTICLE XVII - SIMILAR OR IDENTICAL SERVICES

The Government and/or Laboratory shall have the right to perform similar or identical services in the Statement of Work (SOW) for other Sponsors as long as the Sponsor's Proprietary Information is not utilized.

# ARTICLE XVIII - EXPORT CONTROL

Each Party is responsible for its own compliance with laws and regulations governing export control.

#### **ARTICLE XIX - TERMINATION**

Performance of work under this Agreement may be terminated at any time by either Party, without liability, except as provided herein, upon giving a thirty (30) day written notice to the other Party. Such notice will be effective upon receipt of written notice by the other Party. In the event of termination, the Sponsor shall be responsible for the Laboratory's costs (including closeout costs), through the effective date of termination, but in no event shall the Sponsor's cost responsibility exceed the total cost to the Sponsor as described in Article IV, above.

It is agreed that any obligations of the Parties regarding Proprietary Information or other intellectual property will remain in effect, despite early termination of this Agreement.

#### ARTICLE XX - DISPUTE RESOLUTION

The Parties agree that they shall make reasonable efforts to resolve disputes informally, at the technical staff level, before invoking the provisions of this article.

#### I. NEGOTIATION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiating between officials who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. Within 30 days after delivery of the disputing party's notice, the officials shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.

#### II. MEDIATION

In the event the dispute has not been resolved by negotiation as provided herein, the parties agree to participate in at least 4 hours of mediation, using a mutually agreed upon mediator. The mediator will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. The parties agree to split the costs of the mediation equally.

# III. ARBITRATION

UCHICAGO ARGONNE, LLC

Any dispute not otherwise satisfactorily resolved may be submitted to arbitration, through a reputable ADR provider agreed to by the parties. The Parties also shall agree to the rules of the arbitration, including time and scope.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

By:	StareStarge
Title:	Stephen S. Starzyk  Procurement Specialist, Sr.
Dated:	Procurement Services 11/12/2013
NORTH DAKO	TA-DEPARTMENT OF HEALTH:
By:	JAKST
Title:	L. David Glatt. Chief, Environmental Health Section
Dated:	10/31/13
By:	Aug don't L
Title:	Arvy Smith Officer  Deputy State Health Officer
Dated:	11/7/13

(As Operator of ARGONNE NATIONAL LABORATORY):