

NIST-1296  
(REV. 10-2015)  
ADMAN 5.13

U.S. DEPARTMENT OF COMMERCE  
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

Domestic Associate Location  
Gaithersburg Boulder

# DOMESTIC ASSOCIATE AGREEMENT

AGREEMENT  NEW  EXTENSION

THE PRIVACY ACT OF 1974 (5 U.S.C. 552A) REQUIRES THAT YOU BE GIVEN CERTAIN INFORMATION IN CONNECTION WITH THE REQUEST FOR INFORMATION ON THIS FORM. THE AUTHORITY FOR THE COLLECTION OF THIS DATA IS 5 U.S.C. 301. FURNISHING THIS INFORMATION IS VOLUNTARY. THE EFFECT OF NOT FURNISHING THE REQUESTED INFORMATION IS THAT YOU WILL NOT BE CONSIDERED AS A PARTICIPANT IN THE DOMESTIC ASSOCIATE PROGRAM. RELEVANT RECORDS OF THE DOMESTIC ASSOCIATE RECORD SYSTEM MAY, AS A MATTER OF ROUTINE USE, BE PROVIDED TO: (A) A FEDERAL, STATE, LOCAL OR FOREIGN AGENCY, IN RESPONSE TO ITS REQUEST, RESPONSIBLE FOR INVESTIGATING OR PROSECUTING CONTRACTS, CRIMINAL, CIVIL OR REGULATORY VIOLATIONS; MAINTAINING ENFORCEMENT OR OTHER PERTINENT INFORMATION, SUCH AS CURRENT LICENSES, ISSUANCE OF SECURITY CLEARANCES, LETTING OF CONTRACTS; FOR HIRING, RETENTION OR ASSIGNMENT ISSUES; (B) RESPOND TO FREEDOM OF INFORMATION ACT REQUESTS (5U.S.C. 552); (C) A CONTRACTOR OF THE DEPARTMENT HAVING A NEED FOR THE INFORMATION IN THE PERFORMANCE OF A CONTRACT; OR (D) THE GENERAL SERVICES ADMINISTRATOR, OR HIS DESIGNEE, DURING AN INSPECTION OF RECORDS AS A PART OF THE AGENCY'S RESPONSIBILITY TO RECOMMEND IMPROVEMENTS IN THE RECORDS, MANAGEMENT PRACTICES, AND PROGRAMS.

DOMESTIC ASSOCIATES AND NIST STAFF ARE REMINDED THAT THE ECONOMIC ESPIONAGE ACT OF 1996 PROHIBITS THE THEFT OR INTENTIONAL CONVERSION OF TRADE SECRETS TO THE ECONOMIC BENEFIT OF ANYONE OTHER THAN THE OWNER OF THE TRADE SECRETS. PENALTIES FOR VIOLATION OF THIS LAW INCLUDE PRISON TERMS OF UP TO TEN YEARS AND LARGE FINES. THUS, YOU MUST NEVER KNOWINGLY DISCLOSE OR USE ANY TRADE SECRETS THAT YOU OBTAIN WHILE AT NIST OR FROM NIST EMPLOYEES. AT THE CONCLUSION OF YOUR ASSIGNMENT AT NIST, YOU MUST RETURN ALL TANGIBLE COPIES OF TRADE SECRETS TO NIST.

NAME						CITIZENSHIP

NIST BUILDING NUMBER	NIST ROOM	NIST ASSOCIATE TYPE	NIST ASSOCIATE SUB-TYPE	AGREEMENT START DATE	AGREEMENT END DATE

NIST HOST DIVISION	NIST HOST LOCATION	NAME OF NIST HOST		NIST HOST BUILDING NUMBER	NIST HOST ROOM	NIST HOST TELEPHONE
	<input type="checkbox"/> Gaithersburg <input type="checkbox"/> Boulder					

EMERGENCY PERSONAL CONTACT					TELEPHONE NUMBER
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LAST NAME	FIRST NAME	

EMPLOYEE/HOME ORGANIZATION (NAME AND ADDRESS, TELEPHONE NUMBER, AND CONTACT PERSON)	EMPLOYER/ HOME ORGANIZATION CONTACT	SPONSOR (NAME AND ADDRESS)
ADDRESS	LAST	ADDRESS
	FIRST	
CITY	TELEPHONE NUMBER	CITY
STATE		STATE
COUNTRY		COUNTRY
ZIP		ZIP

PROJECT PLAN (INCLUDE SCIENTIFIC PROJECT, FACILITIES, AND SCHEDULE OF ATTENDANCE)

PROJECT TITLE:

FACILITIES:

SCHEDULE OF ATTENDANCE:

PROJECT PLAN:

BENEFIT TO NIST:

IS THE ASSOCIATE DOING RESEARCH IN SUPPORT OF A DEGREE?  YES  NO

DOES THIS RESEARCH INVOLVE THE USE OF HUMAN OR ANIMAL SUBJECTS?  
(If yes, you must attach appropriate exemption or IRB approvals)  YES  NO

ESTIMATED WORK YEARS (PER FY)		CAREER PATH/ BAND EQUIVALENCY	SPONSOR TYPE (CODE)
FISCAL YEAR	ESTIMATED WORK YEARS		

EDUCATION (THE HIGHEST DEGREE OF EDUCATION)							
NAME	LOCATION			SUBJECT STUDIED	YEARS ATTENDED		DEGREES AWARDED
	ADDRESS				FROM	TO	
	CITY						
	PROVINCE						
	STATE						
	COUNTRY		POSTAL CODE				

**DOMESTIC ASSOCIATE CONDITIONS**

DOMESTIC ASSOCIATE. THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) ACCEPTS DOMESTIC ASSOCIATE TO WORK WITH NIST TECHNICAL STAFF AND TO USE NIST FACILITIES UNDER THE CONDITIONS STATED IN THIS AGREEMENT. THIS DOMESTIC ASSOCIATE AGREEMENT WITH NIST IS EFFECTIVE WHEN SIGNED BY ALL PARTIES.

THE DOMESTIC ASSOCIATE AGREEMENT IS USED WHEN NON-NIST RESEARCHERS COLLABORATE WITH NIST ON RESEARCH AND DEVELOPMENT PROJECTS OF MUTUAL INTEREST.

NIST ASSOCIATES CONDUCTING RESEARCH AT NIST. INTELLECTUAL PROPERTY, PATENTS, COPYRIGHTS. THE ASSOCIATE SHALL PROMPTLY REPORT TO NIST, USING FORM DN-45, ANY INVENTIONS CONCEIVED IN WHOLE OR IN PART WHILE CONDUCTING RESEARCH AT NIST. JOINT INVENTIONS WILL BE JOINTLY OWNED. SOLE INVENTIONS WILL BE OWNED BY THE INVENTING PARTY. NIST RESERVES AND ASSOCIATE HEREBY GRANTS A NONEXCLUSIVE, NONTRANSFERABLE, IRREVOCABLE, PAID-UP LICENSE TO PRACTICE OR HAVE PRACTICED FOR OR ON BEHALF OF THE UNITED STATES GOVERNMENT ANY SUCH SOLE INVENTION THROUGHOUT THE WORLD. ASSOCIATE ACKNOWLEDGES AND AGREES THAT SOFTWARE AND DATA PREPARED BY NIST EMPLOYEES, AND SOFTWARE AND DATA PREPARED JOINTLY BY NIST EMPLOYEES AND ASSOCIATE ARE NOT SUBJECT TO COPYRIGHT IN THE UNITED STATES. THE ASSOCIATE SHALL RETAIN AS CONFIDENTIAL FOR A PERIOD OF 5 YEARS RESULTS OF CALIBRATIONS PERFORMED UNDER THE NIST CALIBRATION PROGRAM. ASSOCIATE PUBLICATIONS RESULTING FROM WORK UNDER THIS AGREEMENT MUST CONFORM TO NIST PUBLICATION POLICIES. UNLESS AN EXPLICIT EXCEPTION IS APPROVED BY NIST, THE ASSOCIATE SHALL NOT WORK AS PART OF THE NIST PROJECT TEAM OR AS AN INDEPENDENT RESEARCHER ON CRADA PROJECTS OR OTHER PROJECTS IN WHICH ANOTHER ORGANIZATION'S TRADE SECRETS MAY BE INVOLVED OR IN WHICH INTELLECTUAL PROPERTY MAY BE CREATED.

AGREES TO COMPLY WITH NIST ADMINISTRATIVE RULES, REGULATIONS AND OTHER REQUIREMENTS INCLUDING NIST SAFETY, SECURITY AND OTHER DIRECTIVES.

COMPENSATION. EXCEPT FOR DOMESTIC ASSOCIATES WHO ARE U.S. GOVERNMENT EMPLOYEES OR WHO ARE WORKING UNDER THE AUSPICES OF A FEDERAL FUNDING AGREEMENT, DOMESTIC ASSOCIATES WAIVE ANY AND ALL CLAIM FOR COMPENSATION UNDER THIS AGREEMENT FROM THE U.S. GOVERNMENT FOR ANY SERVICE PERFORMED.

LIABILITY. NIST'S RESPONSIBILITY FOR THE PAYMENT OF CLAIMS FOR THE LOSS OF PROPERTY, PERSONAL INJURY OR DEATH, OR OTHERWISE ARISING OUT OF ANY NEGLIGENT ACT OR OMISSION OF ITS EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF WORK UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE FEDERAL TORT CLAIMS ACT.

EXCEPTION (TECHNOLOGY PARTNERSHIPS OFFICE USE ONLY)

IS DOMESTIC ASSOCIATE WORKING UNDER THE AUSPICES OF A FEDERAL FUNDING AGREEMENT?

YES (IF YES, CHECK APPROPRIATE AGREEMENT)     GRANT/ FELLOWSHIP     CONTRACT     COOPERATIVE AGREEMENT     SIMPLIFIED ACQUISITION

NO    AGREEMENT NUMBER (FEDERAL AGENCY) \_\_\_\_\_

REQUESTING OFFICIAL (DIVISION CHIEF OR HIGHER) (SIGNATURE)	DATE	APPROVAL – OU DIRECTOR (SIGNATURE)	DATE
APPROVAL – TECHNOLOGY PARTNERSHIPS OFFICE (SIGNATURE)	DATE	DOMESTIC ASSOCIATE (SIGNATURE)	DATE

**Continuation Sheet For NIST-1296**

<b>Name</b>	<b>Div</b>	<b>Agreement Start Date</b>	<b>Agreement End Date</b>	<b>Agreement</b>

**Project Title**

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**Project Plan**

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**Schedule of Attendance**

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**Benefit To NIST**

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