QuarkNet Center Summer Internship for High School Students

STEVENSON-WYDLER (15 USC 3710a) COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT FRA-2020-0018

BETWEEN

Fermi Research Alliance, LLC
Operator of Fermi National Accelerator Laboratory
under its U.S. Department of Energy Contract
No. DE-AC02-07CH11359 (Hereinafter "Contractor")

AND

Community College District 502 - College of DuPage

(Hereinafter "Participant"

both being hereinfafter jointly referred to as the "Parties."

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ARTICLE I: DEFINITIONS

- A. "Background Intellectual Property" means the Intellectual Property identified by the Parties in Annex A or subsequent amendments, which was in existence prior to or is first produced outside of this CRADA, except that in the case of inventions in those identified items, the inventions must have been conceived outside of this CRADA and not first actually reduced to practice under this CRADA to qualify as Background Intellectual Property.
- B. "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.
- C. "DOE" means the Department of Energy, an agency of the Federal Government.
- D. "Generated Information" means information, including data, produced in the performance of this CRADA.
- E. "Government" means the Federal Government of the United States of America and agencies thereof.
- F. "Intellectual Property" means patents, trademarks, copyrights, mask works, Protected CRADA Information, and other forms of comparable property rights protected by Federal law and foreign counterparts, except trade secrets.
- G. "Other Protected Data" means data first produced in the performance of an award, contract, or other agreement with DOE or another federal agency which is marked as being protected from public disclosure or other uses for a particular period time in accordance with that award, contract, other agreement or other statutory authority.
- H. "Proprietary Information" means information, including data, which is developed at private expense outside of this CRADA, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 U.S.C. 552 (b)(4)).
- I. "Protected CRADA Information" means Generated Information which is marked as being Protected CRADA Information by a Party to this CRADA and which would have been Proprietary Information had it been obtained from a non-Federal entity.
- J. "Subject Invention" means any invention of the Contractor or Participant conceived or first actually reduced to practice in the performance of work under this CRADA.
- K. "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be procuded, created, or compiled.

ARTICLE II: STATEMENT OF WORK, TERM, FUNDING AND COSTS

- A. The Statement of Work is attached as Annex A.
- B. Notices: The names, postal addresses, telephone and email addresses for the Parties are provided in the Statement of Work. Any communications required by this CRADA, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by email. Address changes shall be made by written notice and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this CRADA.
- C. The effective date of this CRADA shall be the latter date of (1) the date on which it is signed by the last of the Parties or (2) the date on which it is approved by DOE. Unless terminated in accordance with the terms herein, this Agreement shall have a term of one (1) year from the effective date. The agreement can be renewed for additional terms upon written consent of the parties.
- D. The Participant's estimated contribution is \$20,000, of which 100% is funds-in to the Contractor. The Government's estimated in-kind contribution, which is provided through the Contractor's contract with DOE, is \$9,518, subject to available funding.
- E. Neither Party shall have an obligation to continue or complete performance of its work at a cost in excess of its estimated cost as contained in paragraph D of this Article, including any subsequent amendment.
- F. Each Party agrees to provide at least thirty (30) days notice to the other Party if the actual cost to complete performance will exceed the estimated cost.
- G. For any direct funding provided by the Participant to the Contractor, as defined in Annex A or subsequent amendments, the Participant shall provide to the Contractor, prior to any work being performed, a budgetary resource sufficient to cover anticipated work for the first billing cycle. In addition, the Participant shall provide 60 days of additional funding to ensure that funds remain available for the Participant's directly funded share for subsequent billing cycles. The Contractor shall have no obligation to perform in the absence of adequate advance funds. Payment shall be made directly to the Contractor. Upon termination or completion, any excess funds shall be refunded by the Contractor to the Participant.

ARTICLE III: PERSONAL PROPERTY

All tangible personal property produced or acquired under this CRADA shall become the property of the Participant or the Government, depending upon whose funds were used to obtain it unless identified in the Statement of Work as being owned by the other Party. Personal property shall be disposed of as directed by the owner at the owner's expense. All jointly funded

property shall be owned by the Government. The Participant shall maintain records of receipts, expenditures, and the disposition of all Government property in its custody related to the CRADA.

ARTICLE IV: DISCLAIMER

THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS CRADA, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS CRADA.

ARTICLE V: PRODUCT LIABILITY

Except for any liability resulting from any negligent acts, willful misconduct or omissions of the Contractor and the Government, the Participant indemnifies the Government and the Contractor 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 Participant, its assignees, or licensees, which was derived from the work performed under this CRADA. In respect to this article, neither the Government nor the Contractor shall be considered assignees or licensees of the Participant, as a result of reserved Government and Contractor rights. The indemnity set forth in this paragraph shall apply only if the Participant shall have been informed as soon and as completely as practical by the Contractor 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 Contractor and/or the Government shall have provided all reasonably available information and reasonable assistance requested by the Participant. No settlement for which the Participant would be responsible shall be made without the Participant's consent unless required by final decree of a court of competent jurisdiction.

ARTICLE VI: RIGHTS IN SUBJECT INVENTIONS

Wherein DOE has granted the Participant and the Contractor the right to elect to retain title to their respective Subject Inventions, and wherein the Participant has the option to choose an

exclusive license, for reasonable compensation, for a pre-negotiated field of use to the Contractor's Subject Inventions,

- A. Each Party shall have the first option to elect to retain title to any of its Subject Inventions and that election shall be made: (1) for the Participant, within 12 months of disclosure of the Subject Invention to DOE or (2) for the Contractor, within the time period specified in its prime contract for electing to retain title to Subject Inventions. However, such election shall occur not later than 60 days prior to the time when any statutory bar might foreclose filing of a U.S. Patent application. The electing Party has one year to file a patent application after such election unless any statutory bar exists. If a Party elects not to retain title to any of its Subject Inventions or fails to timely file a patent application, the other Party shall have the second option to elect to obtain title to such Subject Invention within the time period specified in paragraph B below. For Subject Inventions that are joint Subject Inventions of the Contractor and the Participant, title to such Subject Inventions shall be jointly owned by the Contractor and the Participant.
- B. The Parties agree to assign to DOE, as requested by DOE, the entire right, title and interest in any country to each Subject Invention where the Parties (1) do not elect pursuant to this article to retain/obtain such rights, or (2) elect to retain/obtain title to a Subject Invention but fail to have a patent application filed in that country on the Subject Invention or decide not to continue prosecution or not to pay any maintenance fees covering the Subject Invention. If DOE is granted a patent on Participant's Subject Invention, the Participant may request a non-exclusive license and DOE will determine whether to grant such license pursuant to statutory authority.
- C. The Parties acknowledge that the Government retains a nonexclusive, nontransferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of the United States every Subject Invention under this CRADA throughout the world. The Parties agree to execute a Confirmatory License to affirm the Government's retained license.
- D. The Parties agree to disclose to each other each Subject Invention which may be patentable or otherwise protectable under U.S. patent law. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party.
 - These disclosures should be in sufficiently complete technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, and operation of the Subject Invention. The disclosure shall also identify any known actual or potential statutory bars, e.g., printed publications describing the Subject Invention or the public use or "on sale" of the Subject Invention. The Parties further agree to disclose to each other, any subsequently known actual or potential statutory bar that occurs for a Subject Invention disclosed but for which a patent application has not been filed. All Subject Invention disclosures shall be marked as confidential under 35 U.S.C. 205.

- E. The Parties agree to include within the beginning of the specification of any U.S. patent applications and any patent issuing thereon (including non-U.S. patents) covering a Subject Invention, the following statement: "This invention was made under a CRADA (identify CRADA number) between (name the Participant) and (name the laboratory) operated for the United States Department of Energy. The Government has certain rights in this invention."
- F. The Parties acknowledge that DOE has certain march-in rights to any Subject Inventions in accordance with 48 CFR 27.304-1(g) and 15 U.S.C. 3710a(b)(1)(B) and (C).
- G. The Participant agrees to submit, for a period of five (5) years from the date of termination or completion of this CRADA and upon request of DOE, a nonproprietary report no more frequently than annually on efforts to utilize any Intellectual Property arising under the CRADA including information regarding compliance with U.S. Competitiveness provision of this CRADA.
- H. If a patent application is filed by the non-inventing Party ("Filing Party"), the inventing Party shall reasonably cooperate and assist the Filing Party, at the Filing Party's expense, in executing a written assignment of the Subject Invention to the Filing Party and in otherwise perfecting the patent application, and the Filing Party shall have the right to control the prosecution of the patent application. The Parties shall agree among themselves as to who will file patent applications on any joint Subject Invention.
- I. Each Party grants the other Party a nonexclusive, transferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of that Party every Subject Invention arising out of this CRADA throughout the world, with a right to grant sublicenses of no greater scope to others.
- J. Each Party may use the other Party's Background Intellectual Property identified in Annex A or subsequent amendments of this CRADA solely in performance of research under the Statement of Work. This CRADA does not grant to either Party any option, grant, or license to commercialize, or otherwise use the other Party's Background Intellectual Property. Licensing of Background Intellectual Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the Parties.
 - Each Party has used reasonable efforts to list all relevant Background Intellectual Property, but Background Intellectual Property may exist that is not identified. Neither Party shall be liable to the other Party because of failure to list Background Intellectual Property.

ARTICLE VII: RIGHTS IN DATA

A. The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Generated Information produced and information provided by the Parties under this CRADA, except for restrictions

- on data provided for in this Article or data disclosed in a Subject Invention disclosure being considered for Patent protection.
- B. <u>PROPRIETARY INFORMATION:</u> The Parties agree that no Proprietary Information will be shared between the Parties.
- C. <u>PROTECTED CRADA INFORMATION:</u> Except where a Participant's Federal funding agreement prohibits such protection, each Party may designate and mark as Protected CRADA Information any Generated Information produced by its employees, which meets the definition in Article I and, with the agreement of the other Party, so designate any Generated Information produced by the other Party's employees which meets the definition in Article I. All such designated Protected CRADA Information shall be appropriately marked.

For a period of five (5) years from the date Protected CRADA Information is produced, the Parties agree not to further disclose such information and to use the same degree of care and discretion, but no less than reasonable care and discretion, to avoid disclosure, publication or dissemination of such information to a third party, as the Party employs for similar protection of its own information which it does not desire to disclose, publish, or disseminate except:

- (1) as necessary to perform this CRADA;
- (2) as published in a patent application or an issued patent before the protection period expires;
- (3) as provided in Article X [REPORTS AND PUBLICATIONS];
- (4) as requested by the DOE Contracting Officer to be provided to other DOE facilities for use only at those DOE facilities solely for Government use only with the same protection in place and marked accordingly.
- (5) when a specific maximum time period for delaying the public release of data is authorized in the terms of a Government funding agreement used to fund this CRADA and that maximum period is shorter than the time period set forth in this Article for protecting Protected CRADA Information;
- (6) to existing or potential licensees, affiliates, customers, or suppliers of the Parties in support of commercialization of the technology with the same protection in place. Disclosure of the Participant's Protected CRADA Information under this subparagraph shall only be done with the Participant's consent; or
- (7) as mutually agreed to by the Parties in advance.

The obligations of this paragraph shall end sooner for any Protected CRADA Information which shall become publicly known without fault of either Party, shall come into a Party's possession without breach by that Party of the obligations of paragraph above, or shall be independently developed by a Party's employees who did not have access to the Protected

CRADA Information. Federal Government employees who are subject to 18 USC 1905 may have access to Protected CRADA Information and shall not be required to sign non-disclosure agreements due to the provisions of the statute.

D. <u>COPYRIGHT:</u> The Parties may assert Copyright in any of their Generated Information. Assertion of Copyright generally means to enforce or give an indication of an intent or right to enforce such as by marking or securing Federal registration. Copyrights in co-authored works by employees of the Parties shall be held jointly, and use by either Party shall be without accounting.

For all Generated Information, the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide copyright license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, in all copyrightable works produced in the performance of this CRADA, subject to the restrictions this Article places on publication of Proprietary Information and Protected CRADA Information.

The Parties agree that no computer software will be created under this CRADA. If the scope of work changes to create computer software, then the CRADA will be amended accordingly.

The Parties agree to place Copyright and other notices, as appropriate for the protection of Copyright, in human-readable form onto all physical media, and in digitally encoded form in the header of machine-readable information recorded on such media such that the notice will appear in human-readable form when the digital data are off loaded or the data are accessed for display or printout.

E. OTHER PROTECTED DATA: The Participant may designate data delivered to the Contractor by the Participant as Other Protected Data provided the data meets the definition of Article I and the data is marked in accordance with the award, contract, or other agreement that provides for the protection of the data. The Contractor shall comply with the markings to the extent that the markings are authorized by the award, contract, other agreement, or statutory authority.

ARTICLE VIII: U.S. COMPETITIVENESS

The Parties agree that a purpose of this CRADA is to provide substantial benefit to the U.S. economy.

- A. In exchange for the benefits received under this CRADA, the Participant therefore agrees to the following:
 - 1. Products embodying Intellectual Property developed under this CRADA shall be substantially manufactured in the United States, and

- 2. Processes, services, and improvements thereof which are covered by Intellectual Property developed under this CRADA shall be incorporated into the Participant's manufacturing facilities in the United States either prior to or simultaneously with implementation outside the United States. Such processes, services, and improvements, when implemented outside the United States, shall not result in reduction of the use of the same processes, services, or improvements in the United States.
- B. The Contractor agrees to a U.S. Industrial Competitiveness clause in accordance with its prime contract with respect to any licensing and assignments of its Intellectual Property arising from this CRADA, except that any licensing or assignment of its intellectual property rights to the Participant shall be in accordance with the terms of paragraph A of this Article.

ARTICLE IX: EXPORT CONTROL

THE PARTIES UNDERSTAND THAT MATERIALS AND INFORMATION RESULTING FROM THE PERFORMANCE OF THIS CRADA MAY BE SUBJECT TO EXPORT CONTROL LAWS AND THAT EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH SUCH LAWS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA OR SERVICES UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT EXPORT CONTROL REQUIREMENTS MAY CHANGE AND THAT THE EXPORT OF GOODS, TECHNICAL DATA OR SERVICES FROM THE U.S. WITHOUT AN EXPORT LICENSE OR OTHER APPROPRIATE GOVERNMENTAL AUTHORIZATION MAY RESULT IN CRIMINAL LIABILITY.

ARTICLE X: LABORATORY SITE ACCESS SAFETY AND HEALTH

As a precondition to performing work at CONTRACTOR Laboratory, Participant must complete all CONTRACTOR Site Access documents and requirements. Participant shall take all reasonable precautions in activities carried out under this Agreement to protect the safety and health of others and to protect the environment. Participant must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department and CONTRACTOR, including the specific requirements of the Laboratory. In the event that the Participant fails to comply with said regulations and requirements, CONTRACTOR may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Participant's activities at the Laboratory.

ARTICLE XI: ASSIGNMENT OF PERSONNEL

- A. Each Party may assign personnel to the other Party's facility as part of this CRADA to participate in or observe the research to be performed under this CRADA. Such personnel assigned by the assigning Party shall not during the period of such assignments be considered employees of the receiving Party for any purpose.
- B. The receiving Party shall have the right to exercise routine administrative and technical supervisory control of the occupational activities of such personnel during the assignment period and shall have the right to approve the assignment of such personnel and/or to later request their removal by the assigning Party.
- C. The assigning Party shall bear any and all costs and expenses with regard to its personnel assigned to the receiving Party's facilities under this CRADA. The receiving Party shall bear facility costs of such assignments.
- D. The assigning Party's employees and agents shall observe the working hours, security and safety rules, and holiday schedule of the receiving Party while working on the receiving Party's premises. The receiving Party shall have the reasonable right to approve the assignment of personnel or request their removal by the assigning Party.

ARTICLE XII: REPORTS AND PUBLICATIONS

- A. The Parties agree to produce the following deliverables to DOE Office of Scientific and Technical Information (OSTI):
 - (1) an initial abstract suitable for public release at the time the CRADA is executed;
 - (2) a final report, upon completion or termination of this CRADA, to include a list of Subject Inventions; and
 - (3) other scientific and technical information in any format or medium that is produced as a result of this CRADA that is useful to the Government or the public as specified by and upon request from DOE no later than two years from submission of the final report to OSTI. The Parties acknowledge that the Contractor has the responsibility to timely provide the above information to OSTI. Furthermore, item (2) above should also be provided to the DOE field office.
- B. The Parties agree to secure pre-publication review from each other wherein the non-publishing Party shall provide within 30 days any written objections to be considered by the publishing Party.
- C. The Parties agree that neither will use the name of the other Party or its employees in any promotional activity, such as advertisements, with reference to any product or service resulting from this CRADA, without prior written approval of the other Party.

ARTICLE XIII: FORCE MAJEURE

No failure or omission by the Contractor or the Participant in the performance of any obligation under this CRADA shall be deemed a breach of this CRADA or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the purpose of this CRADA, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.

ARTICLE XIV: DISPUTES

The Parties shall attempt to jointly resolve all disputes arising from this CRADA. In the event a dispute arises under this CRADA, the Participant is encouraged to contact Contractor's Technology Partnerships Ombudsman in order to further resolve such dispute before pursuing third-party mediation or other remedies. If the Parties are unable to jointly resolve a dispute within a reasonable period of time, they agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. To the extent that there is no applicable U.S. Federal law, this CRADA and performance thereunder shall be governed by the laws of the State of Illinois, without reference to that state's conflict of laws provisions.

ARTICLE XV: ENTIRE CRADA, MODIFICATIONS, ADMINISTRATION AND TERMINATION

This CRADA with its annexes contains the entire agreement between the Parties in performing the research described in the Statement of Work (Annex A) and becomes effective on the later date of either the date the last Party signs the document or receipt of advance funding, if any. Any agreement to materially change any terms or conditions of the CRADA and annexes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOF.

This CRADA may be terminated by either Party with 30 days written notice to the other Party. If Article II provides for advance funding, this CRADA may also be terminated by the Contractor in the event of failure by the Participant to provide the necessary advance funding. Each Party will be responsible for its own costs arising out of or as a result of this termination. The obligations of any clause of this CRADA that were intended to survive the expiration of the period of performance, for example, confidentiality, use and/or non-disclosure obligations, shall also survive any termination of this CRADA.

FOR CONTRACTOR:

BY Chem'd Solmet Cherri J. Schmidt
Head, Office of Partnerships &

TITLE Technology Transfer

FOR PARTICIPANT:

Ever M. Roberts

TITLE Interim Vice President, Admin. Affairs

DATE <u>5.14.2021</u>

ANNEX A – STATEMENT OF WORK

QuarkNet Center Summer Internship for High School Students 20 April 2021

Background:

Local QuarkNet Centers provide professional development programs to high school teachers and high energy physics research opportunities to high school teachers and students who participate in the local programs. The Office of Education and Public Engagement at Fermi National Accelerator Laboratory (Fermilab) administers a local QuarkNet Center program on behalf of both Fermilab and the University of Chicago.

Center funding is in the form of "Participant Support Costs" and includes wages for students and teachers who participate in the summer research projects. The Centers also contribute "in-kind" funding, including time of the program Mentors, as well as the facilities and administration costs associated with the program.

Objectives:

The purpose of this CRADA is to provide the contractual vehicle for Fermilab to receive funds from the College of DuPage in support of high school student research working with the Fermilab/University of Chicago QuarkNet Center, beginning with the effective date of this CRADA and continuing through 2021.

Term:

This agreement covers FY2021.

This agreement can be extended for future summer terms by agreement of both Fermilab and the College of DuPage, in the form of additional Annexes to this CRADA. Funding will be provided annually through College of DuPage's standard procedures. Once countersigned by Fermilab, each annual funding agreement will be attached to this CRADA as an additional Annex.

Benefits:

The QuarkNet Local Program is a key component of Fermilab's education initiatives. It provides local-area high school teachers and students an opportunity to work with Fermilab scientists on research projects and professional development activities related to the Fermilab high energy physics mission. The QuarkNet program has been helping to improve science education in high schools across the U.S. and helping to develop America's technological workforce.

Progress Reporting and Communication:

For Partner:

Name	Title	Email address
Dr. Tom Carter	Chair, Physics	cartert@cod.edu
Belinda Tijerina	Academic Division Business Associate	tijerinab@cod.edu

For Contractor:

Name	Title	Email address
Spencer Pasero	Principal Investigator spasero@fnal.gov	
Mary Jo Lyke	Manager, Sponsored Programs	mjlyke@fnal.gov
Stephany Unruh	Partnership Coordinator	stephany@fnal.gov

Work Resources:

The fully-loaded cost of 1 teacher and 6 students is \$29,518 per year.

	FY2021		TOTAL	
Funding Type	Funds- in	In- kind	Funds- in	*In- kind
Partner	20,000	0	20,000	0
Fermilab	0	9,518	0	9,518
Total	29,518		29,518	
Fed. Admin charge (if applicable)	N.A.		N.A.	

^{*}DOE Administrative Fee is waived for a U.S. domestic non-profit educational institution in the amount of \$859.75.