

Foreign Government Talent Recruitment Program
Foreign Government Sponsored or Affiliated Activities: Attestation
Guests to or of Brookhaven National Laboratory

Guests to or of Brookhaven National Lab (Laboratory) will be required to fully disclose to the Laboratory any current or pending participation in a:

- foreign government talent recruitment program, as the U.S. Department of Energy (DOE) defines it, including any state-sponsored scholarship program, and
- other foreign government-sponsored or affiliated activities of a foreign country of risk.

prior to gaining access to the Lab. This is required under DOE Order 486.1A, issued September 4, 2020. The reporting requirement only applies to countries of risk, which at this time are limited to:

China
Russia
Iran
North Korea

A. DOE defines a “foreign government talent recruitment program” as follows: In general, such programs include any foreign-state-sponsored attempt to acquire U.S. scientific-funded research through government-run or funded recruitment programs that target scientists, engineers, academics, researchers, and entrepreneurs of all nationalities working or educated in the U.S. These recruitment programs are often part of broader whole-of-government strategies to reduce costs associated with basic research while focusing investment on military development or dominance in emerging technology sectors.

Distinguishing features of a foreign government talent recruitment program covered by this Order include:

Compensation provided by the foreign state to the targeted individual in exchange for the individual transferring their knowledge and expertise to the foreign country. The compensation can take several forms, such as cash, research funding, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or other consideration.

Recruitment in this context refers to the foreign-state-sponsor’s active engagements in attracting the targeted individual to join the foreign-sponsored program and transfer their knowledge and expertise to the foreign state. Recruitment would not necessarily include any invitation for engagement extended by the foreign state, for example, an invitation to attend or present work at an international conference. In general, such programs include any foreign-state-sponsored attempt to acquire U.S. scientific-funded research through government-run or funded recruitment programs that target scientists, engineers, academics, researchers, and entrepreneurs of all nationalities working or educated in the U.S. These recruitment programs are often part of broader whole-of-government strategies to reduce costs associated with basic research while focusing investment on military development or dominance in emerging technology sectors.

Many, but not all, programs aim to incentivize the targeted individual to physically relocate to the foreign state. Of concern are those programs that allow for continued employment at U.S. research facilities or for receipt of DOE research funds while concurrently receiving compensation from the

foreign state.

B. DOE defines Other Foreign Government Sponsored or Affiliated Activities as directly or indirectly involving a foreign country of risk entity:

(1) Employment.

(2) Other support, contractual or otherwise, direct and indirect, including current and pending private and public sources of funding or income, both foreign and domestic. For researchers, other support includes all foreign country of risk entity resources made available, directly or indirectly, to a researcher in support of and/or related to all of their professional R&D efforts, including resources provided directly to the individual rather than through the research institution, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding. This further includes compensation, for example, current or promises of future: grants, awards, funding, scholarship, appointment, sabbatical, travel, university directed funding, and honoraria.

(3) Current or pending participation in, or applications to programs, e.g., grant programs, sponsored by foreign governments, instrumentalities, or entities, if not a Foreign Government-Sponsored Talent Recruitment Program, as defined. Associated contracts, upon request by DOE, must be disclosed, in addition to the fact of participation.

(4) Positions and appointments, both domestic and foreign, including affiliations with foreign entities or governments. This includes titled academic, professional, or institutional appointments whether or not remuneration (any form of funds or items of value) is received, and whether full-time, part-time, or voluntary (including adjunct, visiting, or honorary).

* * * * *

Do you currently have, or are expecting to have, an outside employment or activity with any of the identified 'countries of risk' that meets the definition of participation in a foreign government talent recruitment program, as described in A. above?

Yes No

Do you currently have, or are expecting to have, other foreign government sponsored or affiliated activities with any of the identified 'countries of risk' that meets the definition, as described in B. above?

Yes No

If you signed Yes to one or both of the above two questions, answer the additional questions below. Your confirmation as a guest is contingent upon review of the information you provide and you may be contacted by a representative of Brookhaven National Laboratory for additional information. In addition, you may be contacted by representatives of the U.S. Department of Energy or other U.S. Federal officials.

Country of Risk: _____

Name of Talent Program:

Name of Affiliated Foreign Institution:

If participating in a foreign government sponsored or affiliated activity(ies), please indicate which numbered section of B. above applies (circle one or more): (1) (2) (3) (4)

And then please describe this activity(ies): _____

Describe funding or other value received or expected: _____

Date the activity(ies) will expire: _____

If you wish to provide any additional comments, please add here:

Signed: _____ Date: _____

Print First Name: _____ Print Last Name: _____

Please provide your Guest Number if you have one or guest registration form number (GR#):

If you are under a contract with the Laboratory, please provide your contract number:

Brookhaven National Lab is relying on your representations concerning DOE Order 486.1A. It is your responsibility to make sure the information you provide is accurate and up to date.

In the event that you join a foreign government talent recruitment program, or you become affiliated with a foreign government sponsored institution as described above after submitting this Attestation form, you must notify Brookhaven National Laboratory's Guest, User, Visitor Center immediately at GUVCenter@bnl.gov. Failure to do so will result in immediate loss of access or other privileges associated with Brookhaven National Lab.

Brookhaven Science Associates, LLC • Brookhaven National Laboratory GUEST INTELLECTUAL PROPERTY AGREEMENT

WHEREAS, Brookhaven Science Associates, LLC (BSA) has entered into a contract ("the prime contract") with the United States Department of Energy (DOE) for the operation of Brookhaven National Laboratory (BNL) at Upton, New York, under the terms of which it is agreed that whenever any discovery or invention is conceived or first actually reduced to practice during the course of the work under the prime contract, BSA shall furnish DOE with complete information thereon and subject to BSA's right to elect to take title to the inventions under said prime contract and further subject to BSA's rights under DOE's "Class Advance Waiver of U.S. and Foreign Rights For Inventions Made By Particular Individuals at DOE National Laboratories", DOE shall have the sole power to determine whether or not and where a patent application shall be filed, and to determine the disposition of the title to and the rights under any application or patent that may result; that the judgment of DOE on such matters shall be accepted as final;

WHEREAS, under said prime contract BSA is required to obtain from all persons who do any part of the work under the prime contract agreements to disclose to DOE discoveries or inventions in the manner and on the terms set forth above; and

WHEREAS, the undersigned as a Guest, as such term is defined in the above-referenced Class Advance Waiver, at BNL recognizes that the making of inventions or discoveries and the transferring of all rights to said inventions to DOE or BSA as appropriate is an important part of the work under the prime contract:

NOW THEREFORE, I, the undersigned, as a condition of my association with and access to the facilities of BNL as a Guest agree that:

1. I will promptly disclose, report and communicate to such person or persons as BSA may from time to time designate, full information concerning every invention or discovery relating to or arising from work carried on by me at or for BNL and conceived or first actually reduced to practice by me from the time of my Guest association with or access to facilities or receipt of information from BSA until the time of the discontinuance of such association with or access to BNL. Such disclosure shall also identify any publication which describes the invention as well as any manuscript that has been submitted for publication which describes the invention.

2. If and when I conceive or first actually reduce to practice any discoveries or inventions in the course of the work carried on by BSA, DOE shall, in accordance with the prime contract and related laws such as the Federal Non-Nuclear Energy Research and Development Act of 1974 (42 USC 5908) and the Atomic Energy Act of 1954, as amended (42 USC 2183), have the sole power to determine whether or not to require me to participate in the filing and prosecution of a patent application, and further, DOE shall, subject to BSA's right to elect to take title or to have the U.S. Government's title waived in favor of BSA, have the sole right to determine the disposition of title to and the rights under any such inventions or discoveries whether patented or not.

3. I will, under the direction of designated representatives of DOE or BSA, do whatever is necessary to participate fully in the filing of patent applications in any or all countries as and when requested before or after my association with BSA, and will and do hereby assign the invention and discoveries and all applications and patents therefore to DOE or BSA, it being understood that the necessary costs and expenses of making the necessary assignments and the preparation and prosecution of Letters Patent shall be paid for by others than myself; I waive any right to a pecuniary award or compensation accruing under any provision of the Atomic Energy Acts of 1946 and 1954, as amended, in and to any inventions made in the course of my association with BSA or pertaining thereto. I understand that I may request a waiver determination by DOE on my identified inventions, as applicable.

4. I will execute all documents and do all things necessary and proper to carry this Agreement into effect.

5. I further understand that I will not be required to assign to DOE the following inventions that were conceived prior to my association with BSA: (List all such inventions below. Attach additional page(s) if necessary.)

I further agree that the inventions and discoveries listed above shall be excluded from the provisions of paragraphs 1,2,3, and 4 only to the extent that I can affirmatively prove conception prior to my association with BSA, and that they will not be so excluded to the extent they are first actually reduced to practice in the course of or in connection with my association with BSA or with any substantial use of BNL materials or facilities.

6. I understand that in exchange for the opportunity to conduct research as Guest at BNL I agree to publish the results of my research when such results are appropriate for publication in the scientific literature. I agree not to mark, register, establish or assert any claim to statutory copyright in any data first produced during my association with BSA and arising from work of BNL without the prior written authorization of DOE. Additionally, I agree that all such data are the property of DOE.

7. I further agree to treat Protected CRADA information, proprietary data, proprietary samples or other confidential technical, business or financial data in the form of recorded information which I receive or to which I am given access pursuant to my association as a Guest with BSA in accordance with any restrictive legend contained thereon, unless use in excess of the restrictive legend is specifically authorized in writing by DOE.

8. *Notwithstanding the foregoing, if the Guest is a federal employee or is under a federal agency grant, cooperative agreement, or contract, or the work is subject to an international agreement then and to the extent that the Intellectual Property Provisions applicable to the federal employee or in the Guest's federal agency grant, cooperative agreement, or contract, or in the international agreement are inconsistent with the provisions above, the Intellectual Property terms and conditions for the federal employee or of the federal agency grant, cooperative agreement, or contract, or international agreement that are inconsistent shall apply to the research and work performed by the Guest under this Agreement.*

Please print name (Guest)

Guest or GR Number

Date

Signature