LALP-02-183
06/06

Los Alamos
NATIONAL LABORATORY
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Technology Transfer Mechanisms

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Technology Transfer at Los Alamos National Laboratory

We believe that technological know-how is best shared with the private sector through strong partnerships with U.S. industry. The Laboratory offers a variety of technology transfer mechanisms that allow U.S. companies to access federally developed technology. This guide describes the most commonly used mechanisms.

The mechanism selected depends on the individual needs of the company and the Laboratory. This guide summarizes the general features and advantages of each.

For more information about any of our technology transfer mechanisms, or to discuss other ways to do business with the Laboratory, please contact us:

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www.lanl.gov/partnerships

Personnel Exchange Agreements (PEX)

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
Industrial Staff Member Agreement: Company staff member works at the Laboratory	No	Subject to negotiation	Company pays the cost of the staff member assigned to the Laboratory (salary and benefits)	The Laboratory provides office space, laboratory, and any support costs	No
Industrial Assignment Agreement: Laboratory staff member works at a company	No	Subject to negotiation	Company pays the costs of the Laboratory staff member assigned to the company site Company provides office space, laboratory and associated support costs	None	Yes
Industrial Fellow Agreement: Laboratory staff member works at a company	No	Subject to negotiation	Company pays 50% of the Laboratory staff member's direct salary Company provides office space, laboratory and associated support costs	The Laboratory pays 50% of staff member's direct salary	No

- These standard agreements permit a private-sector employee to work at the Laboratory or a Laboratory employee to work at a company's location.
- Personnel Exchange Agreements frequently are reached in accord with other technology transfer agreements and must conform to the terms of other relevant agreements negotiated between parties.
- These agreements normally extend for a one-year term but can be renewed.
- Agreements can usually be put in place within a month.

Non-Disclosure Agreement (NDA)

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
Protects proprietary information exchanged between parties during initial interactions and discussions between the Laboratory and another party on specific technical areas	None	None—no IP is generated by either party under an NDA	None	None	No

- This is an agreement that proprietary information provided by one party to another will be protected from further disclosure.
- It is frequently used to cover initial interactions between the Laboratory and a potential industrial partner.
- An agreement normally covers a disclosure term of one year, but can be renewed.
- An agreement can be put in place within a few days.

Non-Federal Work-for-Others Agreement (WFO)

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
A contract that enables a non-federal partner to ask the Laboratory to perform a defined scope of work or list of tasks that draw upon the unique capabilities of the Laboratory	Proprietary treatment of data is negotiable	Rights to Laboratory inventions generated under a WFO may be available to a sponsor under DOE's Class Waiver	Sponsor covers the cost of all Laboratory work (including personnel and materials) to be completed under the Statement of Work signed by both parties	Personnel, equipment and facilities are used	Yes

- Non-Federal Work-for-Others (WFO) Agreements specify reimbursable work performed at Los Alamos National Laboratory, or "sponsored research and development."
- Work must use a unique capability of the Laboratory and not place the Laboratory in direct competition with the private sector.
- These are full-cost-recovery agreements.
- Agreements can be put in place within 45 days.

Memorandum of Understanding (MOU)

Definition Generated	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
Nonbinding document signed by parties interested in pursuing a comprehensive agreement for the transfer of technology that defines specific technical areas of interest and the ground rules for interaction and discussion between the parties	None—no IP is generated under an MOU	None	None	None	No

- The MOU is a nonbinding memorandum that establishes the ground rules for the interaction between the Laboratory and an industrial partner
- Memoranda signify each party's commitment to work toward another type of partnership agreement.
- These are encouraged for short-term interactions, e.g., for informal relationships that may lead to a formal, binding agreement.
- Proprietary information is not discussed under an MOU.
- An agreement can be put in place in a few days.

User Facility Agreement (UFA)

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
Permits outside users from industry, universities, and other governmental agencies to conduct research using the Laboratory's unique experimental research equipment and facilities	Subject to negotiation	User retains rights	Partner covers all costs associated with using the facility for the tasks defined in the scope of work	Use of Laboratory facilities is subject to availability and must not interfere with Laboratory programs	No

- The Laboratory has over 30 unique experimental facilities and laboratories available for use by U.S. companies.
- The industrial partner directs the activity that occurs within the framework of the agreement.
- Examples of industry use are fabrication, calibration, testing, and evaluation of products and processes.
- A Non-Federal Work-for-Others Agreement may be negotiated concurrently.
- Agreements can be put in place in two to four weeks.

Licensing Agreement

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
A grant of permission by LANS LLC for commercial or noncommercial use of Laboratory-developed intellectual property	N/A	Grants rights under patents, copyrights, and maskworks to use Laboratory inventions and software	Licensee pays maintenance fees, and royalties on sales	Limited technical assistance may accompany grant of license rights	When licensing to a company formed or operated by a Laboratory employee or someone who has been a Laboratory employee within the previous two years

- A license may be exclusive or nonexclusive and may be limited in field-of-use.
- The U.S. government has a nonexclusive, nontransferable, irrevocable, paid-up, worldwide license to practice or have practiced Laboratory-developed inventions.
- The U.S. government has a "march-in right" to require the licensee to grant a nonexclusive, partially exclusive, or exclusive license to a responsible applicant or applicants under 35 U.S.C. 203 and in accordance with 48 CFR 27.304-1(g).
- Licensees and sublicensees must indemnify, hold harmless, and defend LANS LLC and the U.S. government against any and all claims, suits, losses, damage, costs, fees, and expenses resulting from or arising out of exercise of the license or any sublicense.
- Licensee and sublicensees must maintain product liability insurance.
- To show diligence in commercializing the licensed technology, licensee must meet negotiated technical and/or business due diligence milestones in order to maintain the license.

Cooperative Research and Development Agreement (CRADA)

Definition	Protection of Generated Information	Rights in Intellectual Property	Industry Resource Commitment	Laboratory Resource Commitment	DOE Approval Required
Agreement enables industry, academia, and nonprofit entities to collaborate with the Laboratory for the purpose of joint R&D activities	Commercially valuable information generated under a CRADA may be protected for up to 5 years	Rights to IP generated under a CRADA are negotiated separately	Cost shared through contributions of personnel, equipment, services, facilities, and funds	When program dollars are available, the Laboratory cost shares. In the absence of program dollars, sponsor is responsible for full cost recovery	Yes

- A CRADA requires R&D participation by industry partners.
- Often accompanied by a license or option agreement.
- Industry partners must agree to "substantial U.S. manufacture" of resulting products and services.
- DOE must approve a Joint Work Statement and the CRADA before work is initiated.
- Each party receives title to the intellectual property created or invented by its employees.
- The Laboratory cannot pay out funds to the industry partner.
- The U.S. government retains a nonexclusive, paid-up, royalty-free, worldwide irrevocable license to use or have used and to manufacture or have manufactured (for government purposes) intellectual property developed under the agreement.