

**UNIVERSITY OF CALIFORNIA  
LOS ALAMOS NATIONAL LABORATORY  
MEMORANDUM OF UNDERSTANDING  
MOU-\_\_-\_\_\_\_\_**

This Memorandum of Understanding (MOU) is entered into between **company name and complete address, city, state, zip** and The Regents of the University of California (University), operator of the Los Alamos National Laboratory under Contract No. W-7405-ENG-36 and both referred to below as the Parties.

WHEREAS the Parties have a mutual interest in one or more technical areas and wish to pursue the possibility of a more formal cooperative R&D agreement, collaboration, transfer of technology, or other appropriate contractual arrangement;

NOW THEREFORE the Parties agree as follows:

**SCOPE**

It is the understanding of the Parties to collaborate in limited exchanges of information, visits and discussions of research areas of mutual interest. The purpose of these activities shall be to: (a) identify possible areas of collaborative research that may be conducted through cooperative research and development agreements (CRADA's), sponsored research agreements (work for others), user facility agreements, or other appropriate agreements; and (b) identify technologies that may be appropriate for transfer between the Parties through license agreements or other appropriate mechanisms.

The particular technical area of mutual interest that is the subject of this MOU may be briefly described as follows:

**(The Los Alamos National Laboratory contact will complete this paragraph after conferring with the Company contact.)**

**COSTS**

Each Party shall bear its own expenses in connection with the activities conducted under this MOU. Nothing in this MOU shall be construed as a commitment by either Party to obligate, expend or accept any funds, or to enter into any contractual agreement. Activities of the University under this MOU shall be subject to the availability of DOE funds obligated to the University and available for the purposes of this MOU.

## **EXPORT CONTROL**

The Parties understand that information resulting from or exchanged during the course of this MOU may be subject to export control laws and that each Party is responsible for its own compliance with such laws.

## **TECHNICAL DATA AND INTELLECTUAL PROPERTY**

The performance of research and development is not within the scope of this MOI, therefore no intellectual property will be generated as a result of the activities under this MOI.

Nothing in this MOU shall be construed as a license or assignment of any rights in any intellectual property from either Party to the other Party or to the U.S. Government.

## **DISCLAIMER OF WARRANTIES**

Neither Party makes any warranty, express or implied, as to the accuracy or usefulness of any information disclosed to the other Party under this MOU, or that the use of any such information would not infringe intellectual property rights owned by third parties.

## **PROPRIETARY OR PRIVILEGED INFORMATION**

If it becomes necessary for either Party to disclose proprietary or other privileged information to the other Party to effectuate the purposes of this MOU, a separate Non Disclosure Agreement (NDA) applicable to such information shall be executed by the Parties.

## **NOTICES**

Communications regarding technical information shall be addressed as follows:

University of California  
Los Alamos National Laboratory  
P. O. Box 1663, MS  
Los Alamos, NM 87545  
Attn: Technical Contact

Company Name  
Address  
City, State, Zip  
Attn: Technical Contact

Telephone:  
Fax:

Telephone:  
Fax:

Communications regarding administration of this MOU may be addressed as follows:

University of California  
Los Alamos National Laboratory  
P. O. Box 1663, MS \_\_\_\_  
Los Alamos, NM 87545  
Attn: Administrative Contact  
Telephone:  
Fax:

Company Name  
Address  
City, State Zip  
  
Attn: Administrative Contact  
Telephone:  
Fax:

#### **MISCELLANEOUS**

All activities undertaken by the University pursuant to this MOU will be conducted subject to the terms and conditions of the University's contract with DOE, including any limitations or approval requirements thereof.

Activities undertaken by the University under this MOU shall be conducted only on a noninterference basis with respect to DOE programs at the Los Alamos National Laboratory.

Neither Party shall be, nor hold itself out as, a subcontractor, partner, or agent of the other Party. The Parties agree that this MOU does not constitute a joint venture, affiliation agreement or other similar arrangement.

#### **TERMINATION**

This MOU shall terminate after **one (1) year** from the effective date of last signature below, unless extended by mutual agreement, and may be terminated earlier by either Party by written notice to the other Party.

It is understood that this MOU shall be superseded by any subsequent agreement that may be entered into by the Parties as a result of this MOU.

This MOU may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

The parties have caused this MOU to be executed by their duly authorized representatives.

**The Regents of the University of California**  
**Los Alamos National Laboratory**

**Company**

by \_\_\_\_\_

Name:

Title:

by \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_