

**Memorandum of Understanding
Between
Oak Ridge Associated Universities, Inc.
and the
Federal Laboratory Consortium for Technology Transfer**

I. Purpose

This Memorandum of Understanding (hereinafter "MOU") defines a non-binding partnership between Oak Ridge Associated Universities, Inc., a 501(c)(3) non-profit corporation (ORAU) and the Federal Laboratory Consortium for Technology Transfer (FLC), authorized by the Federal Technology Transfer Act of 1986 and codified in 15 USC 3710(e), each a "Party", and collectively, the "Parties." This MOU establishes the framework for ORAU and the FLC to explore mutually beneficial collaborations and activities that directly support each Party's strategic mission. This goal of the MOU is to directly support the research and education purpose of the *American Competitiveness Initiative* and the *America Creating Opportunities to Meaningfully Promote Excellence in Technology, Education, and Science Act (America COMPETES Act of 2007)* by promoting the ideal that education is the gateway for the U.S. to lead the world in talent and creativity and the foundation for a knowledge-based, innovation-driven economy.

II. Objectives

The primary objective of this MOU is to establish and sustain a framework for cooperation and collaboration, under which cooperative activities and projects would be undertaken that will inspire, leverage, and optimize the research, education, innovation, and technology transfer strengths of each Party. The consortium members of ORAU represent a unique network of leading-edge science and technology research clusters. The consortium members of the FLC represent a unique network of technology transfer professionals from the federal laboratories. This MOU is intended to provide a basis from which to introduce and explore specific projects, programs, and activities, and it is not intended to commit Parties' resources.

This MOU is viewed by the Parties as synergistic to the education and advancement of technology transfer, and it provides a mechanism to enhance the missions of both Parties and which are also aligned with the following national studies and initiatives:

- *FLC Strategic Plan for 2006*
- U.S. Department of Commerce *Deemed Exports Advisory Committee*, DOC 29122
- U.S. Department of Commerce *Measuring Innovation in the 21st Century Economy Advisory Committee*, DOC 29147
- *American Competitiveness Initiative, Domestic Policy Council*
- *Rising Above the Gathering Storm: Energizing and Employing America for a Brighter Economic Future, National Academy of Sciences*
- *Tapping America's Potential Report: The Education for Innovation Initiative*
- *The Energy Policy Act of 2005, Sec. 983. Science and Engineering Education Pilot Program*
- *The National Competitiveness Investment Act*, S.3936
- *American Competitiveness and Innovation Act*, S.2802
- *Research for Competitiveness Act*, H.R. 5356
- *Science and Mathematics Education and Competitiveness Act*, H.R.5358

- *Protecting America's Competitive Edge (PACE) Acts*, S.2197, S.2198, and S.2199
- *The Innovation and Competitiveness Act*, H.R.4845
- *National Innovation Act*, S.2109
- *America COMPETES Act*, H.R.2272

III. Background

It is recognized that the Parties have certain common interests in advancing research and innovation; creating an environment rich in technology transfer and commercialization; and positioning our nation to be a leading competitor in the global economy. It is recognized by both parties that to realize those common interests that efforts must be made to produce high-quality graduates in the STEM disciplines. Furthermore, through this MOU, the intellectual talent, facilities and infrastructure of the parties could be used to some degree to form an alliance which leverages the existing resources of each party. The combined intellectual resources of the FLC Consortium and ORAU's member institutions position the Parties to play a major role in serving as an integrated forum for developing and strengthening technology transfer nationwide.

ORAU is a consortium of 117 colleges and universities, with 98 of its members representing major research institutions across the United States, the United Kingdom, and Puerto Rico. ORAU's mission is focused on advancing scientific research and education through partnerships, with a particular emphasis on facilitating effective collaborations between ORAU's member universities, government, and private industry. ORAU manages the Oak Ridge Institute for Science and Education for the U.S. Department of Energy.

ORAU member universities produce 37% of the nation's science and engineering Ph.D.s, conduct 38% of the nation's university research, constitute 37 of the nation's top 100 research universities, and comprise 41% of the universities in the Carnegie Classification, RU/VH (Research Universities/very high research activity). Also Included is a significant representation of HBCUs/MEIs (Historically Black Colleges and Universities, Hispanic-Serving Institutions, and Tribal Colleges and Universities). These HBCUs/MEIs award 39% of the doctorates awarded to under-represented minorities, and 44% of the doctorates awarded to African Americans. ORAU has a rich history in engaging students and faculty representing HBCUs/MEIs in national science research priorities at the U.S. Department of Energy and 13 other federal agencies. Nineteen of ORAU's members are HBCUs/MEIs and they are recognized leaders in a diverse set of research areas.

ORAU's desires to support the advancement of its R&D Clusters model for research collaborations, which organizes the science and technology strengths of its member institutions into six major research categories. ORAU would like to explore whether its Innovation Ecosystem can assist the FLC and its membership in promoting and facilitating the process of transferring cutting-edge scientific breakthroughs to the private sector and whether the FLC involvement would strengthen ORAU's Innovation Ecosystem that concentrates on transferring technology from academia to the private sector.

The FLC is a nationwide network of more than 250 major federal laboratories representing 17 departments and agencies. The FLC provides the forum to develop strategies and opportunities for linking laboratory mission technologies and expertise with the marketplace. The mission of the FLC is to promote and facilitate the rapid movement of federal laboratory research results and technologies into the mainstream of the U.S. economy, and to provide a forum for educating, training, and networking that encourages excellence in technology transfer.

The FLC applies a coordinated program that meets the technology transfer support needs of member laboratories, agencies, and their potential partners in the technology transfer process. The FLC has a structured set of tools for providing value-added resources to academia: T² Education and Training, Technology Locator Network, T² Legislation and Policy, and numerous publications. Collectively, these resources serve as a point of entry to federal laboratory expertise and technology.

IV. Basis for the Understanding

Colleges, universities and federal laboratories are recognized for their leading-edge research, but have limited resources to fully advance their research from the laboratory to the commercial market place. This MOU relationship between ORAU's member institutions and the federal research labs will provide a network of people as well as best practices to leverage while the members seek to advance their R&D efforts toward commercialization.

V. Strategies for Cooperation

The Parties will work together to explore and identify joint strategies and cooperative projects that will utilize and leverage each party's unique resources. The results of these strategies will be targeted towards maximizing ORAU's strategic priorities for its member institutions, and the FLC's mandates to provide training and other assistance to federal laboratories in technology transfer.

Initial Steps

Share resources to advance knowledge and awareness of ORAU's strategic goals to the FLC members and to advance awareness and knowledge of FLC mandates and activities to ORAU's members.

FLC will:

- Promote ORAU activities on the FLC web site consistent with the Communications Committee objectives
- Provide at least one and no more than three presentations at ORAU events annually.
- Provide publication coverage of ORAU's activities and/or goals in two FLC NewsLink publications with a limit of 500 words per publication.
- Invite ORAU representatives to present their concepts for an expanded relationship to the FLC Board at one FLC Board Meeting annually.

ORAU will:

- Promote FLC activities on the ORAU web site consistent with ORAU requirements.
- Provide at least one and no more than three presentations at FLC events annually.
- Provide publication coverage of FLC activities and or goals in ORAU's Annual Report.
- Invite FLC representatives to present their concepts for an expanded relationship with ORAU during the Annual Meeting of Sponsoring Institutions and/or at an ORAU Board Meeting.

Potential Stretch Goals: STEM Education

- Provide opportunities for specialized training, and faculty and student educational programs.
- Attract and retain a larger, more diverse group of students into the technology transfer career fields.
- Develop a cadre of faculty and students to serve as a catalyst for innovation and technology transfer.
- Establish student and faculty fellowship and scholarship programs.
- Adapt new approaches for delivering knowledge to a broad and diverse set of constituents, thereby attracting and retaining a larger, more diverse group of students.
- Provide a network of laboratory personnel to serve as mentors to research faculty in integrating technology transfer principles into the research environment.
- Assist faculty to develop "market-driven" approaches to communicating, patenting, and publishing their research results.
- Establish programs that stimulate research and encourage technology transfer in curriculum design, student business plan competitions, long-term research planning, and technology program development.

The cooperative strategies identified under this MOU will be documented in a structured framework for execution and tracking.

VI. Authority

Nothing in this non-binding MOU shall be construed to alter the statutory or contractual authorities or the responsibilities of the Parties. This MOU is intended to facilitate cooperative efforts toward the objectives, goals and mutual benefit obtained by all the Parties. This MOU does not supersede or void existing understandings or MOUs between the Parties or prevent entering into additional understandings or contracts among the Parties, which supplement or support this MOU. Nothing in this MOU shall preclude any party from entering into other MOUs or arrangements of a similar nature with other entities not a party to this MOU.

VII. Term

This MOU becomes effective on the date of signature by all the Parties and shall remain in effect for a two (2) year term from the effective date. This MOU may be amended by written MOU among the Parties. Any Party may terminate its participation in the MOU, following at least 30 days written notice to the other Parties. Upon such termination, that

Party shall not be obligated for any performance under the MOU subsequent to the effective date of termination. Such termination will not affect any other separately executed obligations incurred by and among the Parties under the auspices of this MOU. This MOU shall not be assigned or transferred by any other party, except as authorized in writing by the other Parties to this MOU.

VIII. Intellectual Property and Protection of Information

The Parties do not anticipate any inventions or intellectual property rights arising under the collaborative activities agreed and carried out under this MOU. Any inventions by either Party will be governed by the specific Agreements between the inventors and their respective employers, or between those organizations. The conduct of research, development, testing and evaluation activities that would predictably generate intellectual property rights will be agreed to by the Parties in agreements separate from this MOU. In the event that propriety information is to be exchanged between the Parties or between members of each Party, the Parties and/or the involved members will enter into separate Propriety Information Agreements as may be necessary.

IX. Implementation

Oversight of this MOU will be accomplished through the established Points of Contact (POCs). The POCs will meet at mutually agreeable locations as necessary but not less than annually to communicate areas of interest, discuss opportunities for collaboration, select initiatives, provide guidance, report and measure results, resolve issues, and identify and evaluate opportunities. The Parties agree to establish POCs for interaction and communication to initiate and complete projects of mutual interest.

This MOU shall not be used to obligate or commit funds of any Party nor function as the sole basis for the transfer of funds to or from the Parties. Separate and supplemental MOUs specifically addressing funding may be developed by the Parties for specific activities, as appropriate. The details of the scope of work and the level of funding support to be furnished by the Parties shall be developed in other agreements. Specific work projects or activities that involve the transfer of funds, services, or property shall require the execution of separate written agreements, and shall be contingent upon the availability of funds. Negotiation, execution and administration of each such separate agreement must comply with all applicable statutes and regulations.

X. Obligations and Responsibility

The rights and obligations of the Parties with respect to matters referenced herein shall be subject in all respects to the approval of ORAU's Board of Directors and the FLC's Executive Board, and the execution of definitive agreements mutually acceptable to the Parties. The governing body of each Party to this MOU shall have exclusive control of policies, management, assets, and affairs of its own institution. Neither Party shall assume any liability by virtue of this MOU for any debts or other obligations incurred by the other party to this MOU. Neither party by this MOU shall assume any liability for the quality of care rendered in the other institution.

XI. Principal Contacts

The principal contacts for the Parties to this MOU are:

FLC Contact	ORAU Contact
Scott Deiter, Chair, FLC	Dr. John C. Nemeth, Vice President, Partnership Development

Any notice required or permitted under this MOU to any Party shall be deemed sufficiently made and given if personally delivered to or deposited in the United States mail, postage prepaid, if directed to the persons set forth above.

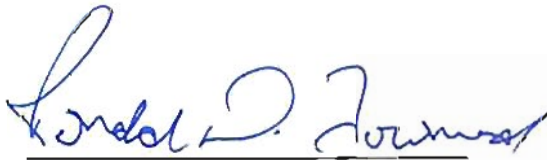
XII. No Entity or Partnership

No Party to this MOU is to be considered a partner, agent or employee of the other Party for any purpose and this MOU shall not create a partnership, joint venture, or any other legal entity or principal-agent relationship between the Parties. No Party shall have any right, power or authority to create any obligation, expressed or implied, on behalf of another Party.

XIII. Execution in Counterparts

The Parties agree that this non-binding MOU may be executed in counterparts and that it is the intent of the Parties that a copy of this MOU signed by a Party shall be considered as fully executed by that Party.

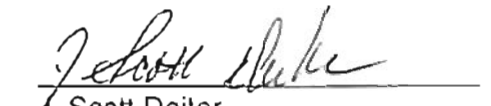
IN WITNESS WHEREOF, the Parties agree to the foregoing and have caused this MOU to be executed by their duly authorized representatives.



Dr. Ronald Townsend
President
Oak Ridge Associated Universities, Inc.

3/11/2008

Date



J. Scott Deiter
Chair
Federal Laboratory Consortium for
Technology Transfer

3/19/2008

Date