

LOS ALAMOS INDUSTRIAL FELLOWS PROGRAM
UNIVERSITY OF CALIFORNIA
LOS ALAMOS NATIONAL LABORATORY

The Parties to this Agreement are The Regents of the University of California ("University") and _____ (referred to below as the "Recipient"); both being also referred to herein as the Parties.

Whereas the University operates the Los Alamos National Laboratory ("Laboratory") under contract No. W-7405-ENG-36 for the U.S. Department of Energy (DOE);

Whereas it is a mission of the University, under its contract with DOE, to conduct technology transfer activities for the purpose of enhancing the economic competitiveness of the United States;

Whereas the authorized technology transfer activities of the University include the furnishing of limited technical assistance to U.S. industry;

Whereas the University has an interest in assigning selected employees from the Laboratory to industrial concerns for the purpose of acquiring experience and training in industrial research and production practices that will have applicability to DOE programs;

Whereas the University has identified Recipient as a concern offering requisite experience and training opportunities that will be of benefit to particular DOE programs upon the return of the selected employee(s) to the Laboratory;

Whereas Recipient wishes to obtain expert technical assistance over an extended period of time from one or more University employees having experience in a technical field related to Recipient's business; and

Whereas for the foregoing reasons the University and the Recipient expect that an extended assignment of a University employee to Recipient's facility will be mutually beneficial to both the University and the Recipient.

Now, therefore the Parties agree as follows:

A. Assignment of Laboratory Employee

The University agrees to assign the employee identified below, who is an employee of the University at the Los Alamos National Laboratory (Laboratory Employee), to work at Recipient's facility.

Employee: _____

Social Security No.: _____

Laboratory Identification Number (Z Number): _____

The purpose of this assignment shall be for the Laboratory Employee to offer expert advice and assistance as requested by Recipient, while acquiring experience and training in industrial processes of mutual interest.

B. Term

It is the intent of the University to assign the Laboratory Employee to Recipient for a term of approximately ___ months. It is mutually understood, however, that this term may be either lengthened by modification of this Agreement, or shortened by either Party, for any reason, upon notice to the other Party.

C. Salary and Benefits

The Laboratory Employee shall remain an employee of the University at all times while assigned to Recipient. The Laboratory Employee shall be compensated directly by the University. All employee welfare and pension benefits provided to the Laboratory Employee shall be provided directly by the University.

D. Travel Expenses

The University and Recipient shall pay travel and relocation expenses associated with the assignment of the Laboratory Employee to the Laboratory at the end of this Agreement as mutually agreed between the University and Recipient. In addition, Recipient shall pay for travel expenses that are incurred for the benefit of, or at the request of, the Recipient, in accordance with Recipient's travel expense policies. The University shall pay for travel expenses that are incurred for the benefit of, or at the request of, the University in connection with ongoing programs or responsibilities of the Laboratory Employee that are not related to this Agreement.

E. Worker's Compensation

To the extent permitted by law, the University shall cover the Laboratory Employee under the University's worker's compensation plan in effect at the Los Alamos National Laboratory. To the extent not so permitted, the Recipient agrees to cover the Laboratory Employee under Recipient's worker's compensation policy or plan.

F. Employee Conduct

While at the Recipient's facility, the Laboratory Employee will be expected to comply with policies and procedures applicable to guests and/or employees of Recipient at Recipient's facility, particularly including policies related to health and safety, security, and conduct of employees. Recipient agrees to provide appropriate training in such areas.

During this assignment the Laboratory Employee shall be considered to be under the administrative and technical direction of the Recipient. Recipient agrees to provide the Laboratory Employee with office space and associated support services appropriate to meet the mutual objectives of this Agreement.

G. Product Liability

Recipient agrees to indemnify the University and the Government against liability for personal injury or property damage occurring as a result of the making, using or selling of a product, process or service derived from the Laboratory Employee's activities while assigned to Recipient.

H. Release of Liability

Recipient acknowledges that neither the University nor the Government have any detailed knowledge of, or any control over, the uses that Recipient might make of any technical information or assistance furnished by the Laboratory Employee to the Recipient under this Agreement. Accordingly, the Recipient agrees that it shall assume full responsibility for its use of such information or assistance, and Recipient agrees that it hereby releases the Laboratory Employee, the University, and the Government from any liability to Recipient for economic losses, consequential damages, or liabilities to third persons incurred by Recipient, including related attorneys' fees and costs and expenses of litigation, arising from the Recipient's use of any technical information or assistance furnished to Recipient by the Laboratory Employee.

I. Proprietary Information

The University acknowledges that during the course of this Agreement the Laboratory Employee may have access to information that is proprietary to Recipient. The University agrees to instruct the Laboratory employee, by concurring with the terms of this Agreement, to treat any proprietary information of the Recipient in accordance with Recipient's policies and procedures communicated to the Laboratory employee upon assignment to the Recipient's facility, and in accordance with any notices or markings associated with such information.

J. Intellectual Property Rights

In the event patentable inventions or other intellectual property is generated under this Agreement, the Parties agree as follows:

(a) The University shall retain title to rights in intellectual properties generated by the Laboratory Employee under this Agreement. The University agrees to grant to the Recipient and its subsidiaries, subject only to applicable DOE approval, election and/or waiver requirements, a paid-up, non-exclusive, nontransferable worldwide license in such intellectual property rights. The University further agrees to grant to Recipient a first option to negotiate an exclusive license to any such intellectual property generated by the Laboratory employee during the course of this Agreement.

(b) The Recipient shall retain all rights in, and neither the University nor the Government shall acquire any rights in, intellectual properties generated by employees or agents of the Recipient during the course of this Agreement.

K. Communications

Communications between the Parties regarding the administration of this Agreement shall be addressed to the following points of contact:

For the University:

Technology Transfer Division
Los Alamos National Laboratory
P.O. Box 1663 Mail Stop C334
Los Alamos, NM 87545

ATTN: J. Susan Sprake
Phone: (505) 665-3613
FAX: (505) 665-3125

For the Recipient:

[Company]
[Address]
[City, State, Zip]

Federal Express: [if different]

ATTN: [Contact Person]
Phone: [number]
FAX: [number]

L. Export Control

Recipient is hereby notified that the export of goods and/or technical data from the United States may require an export control license from the U.S. Government, and that failure to obtain such an export control license may result in criminal liability under the laws of the United States.

M. Termination

Either the University or the Recipient may terminate this Agreement at any time by giving the other Party written notice of such action.

N. Entirety of the Agreement

It is agreed that this Agreement constitutes the entire and only agreement between the Parties with respect to the subject matter hereof, and that this Agreement shall not be amended except by a written instrument executed by authorized representatives of each Party.

This Agreement is hereby executed by the authorized representatives of the Parties identified below.

For the University: _____ Date: _____

Printed Name and Title: _____ Date: _____

For the Recipient: _____ Date: _____

Printed Name and Title: _____ Date: _____

Concurrence by the Laboratory Employee:

I have read this Agreement and I concur with its items.

Laboratory Employee

Date: _____