

Sandia National Laboratories

Albuquerque, New Mexico • Livermore, California

"...exceptional service in the national interest"

Sandia National Laboratories—a Department of Energy multiprogram engineering and science laboratory—actively seeks opportunities to partner with private companies—large or small—and with state and local government agencies and universities.

Historically, Sandia's primary mission has been to ensure that the nuclear weapons stockpile is safe, secure, and reliable. Today, Sandia brings together technical teams to solve an even wider range of national security problems.

Synergistically with its weapons mission, Sandia works to reduce the vulnerability of the nation and the world to nuclear proliferation and to counter the use of weapons of mass destruction. Sandia also helps to preserve the safety, security, and reliability of the nation's energy supplies and to ensure cyber security and the security of other critical infrastructures. Technologies for anticipating, responding to, and preventing terrorist threats are also developed.

Sandia offers a wide array of partnerships opportunities and strives to cultivate the highest quality relationships with its technology partners.

Sandia has been transferring technology for more than three decades, making it possible for partners to access our world-class science and technology, people, and infrastructure.

Sandia has been committed to technical and scientific excellence in meeting the nation's defense needs for more than 60 years. Sandia's roots reach back to the mid-1940s when it was an Albuquerque extension of the Manhattan Project headquartered in Los Alamos, about 90 miles to the north. Sandia's real birthday, however, was November 1, 1949, when AT&T assumed management of the Laboratories at the request of President Harry Truman, who offered the company "an opportunity to render an exceptional service in the national interest." In 1993, Lockheed Martin Corporation (then Martin Marietta) assumed management of the Labs.

For more information about Sandia, visit our Web site at <http://www.sandia.gov>. If you are a potential partner, visit our Technology Partnerships site at <http://www.sandia.gov/bus-ops/partnerships/index.html>.

Sandia's **Technology Transfer Ombudsman** can assist in addressing issues and disputes related to technology partnerships, patents, and technology licensing. The Technology Transfer Ombudsman is available to the public, industry, laboratory and Technology Transfer personnel to facilitate early resolution at the lowest possible level by promoting more effective and respectful communication and the use of collaborative alternative dispute resolution techniques, when appropriate. The Technology Transfer Ombudsman serves only to assist in communication and resolution and remains independent, impartial, confidential, and informal.

For more information about Sandia's Technology Transfer Ombudsman, visit <http://www.sandia.gov/Ombuds/tech-transfer-ombuds.html> or you may contact the Sandia Ombudsman program by calling (505) 844-2145.



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National Nuclear Security Administration

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SANDIA



Sandia National Laboratories

Sandia Partnership Opportunities

Sandia National Laboratories uses a variety of agreement mechanisms to develop new partnerships with industry, state and local government, and universities. Goals of the partner/sponsor, coupled with funding sources for the agreement and Sandia's strategic business objectives, are used to determine the most appropriate partnering mechanism.

The table below summarizes key aspects of each agreement mechanism.

<h3>Agreement Type</h3>	<h3>Funding</h3>	<h3>Benefits</h3>	<h3>Requirements</h3>
<p>CRADA (Cooperative Research & Development Agreement): Sandia and one or more partners outside the Federal government (usually from industry, nonprofit organizations, or academia, domestic or foreign) collaborate and share the results of a jointly conducted research and development project.</p>	<p>Funding to support the work Sandia performs for a CRADA may come from:</p> <ul style="list-style-type: none"> • 100% partner funds. • 100% government program funds (from DOE/NNSA or other Federal agencies). • Combination of funding from the partner(s) and the government. 	<ul style="list-style-type: none"> • Leverages research efforts by Sandia and partner. • Each party may take title to its own CRADA-generated intellectual property. • Partner has option to obtain license to Sandia's CRADA-generated intellectual property in limited field of use on agreed-upon reasonable terms and conditions. • Designated CRADA-generated information can be protected for up to five years. • CRADA non-disclosure provision protects proprietary information. 	<ul style="list-style-type: none"> • Partner "in-kind" contributions of labor and possibly property or services. • Work must benefit a DOE/NNSA mission. • Written statement of work. • Related collateral documentation. • Acceptance of legal terms and conditions. • Substantial U.S. manufacturing requirements (or benefit to U.S.). • Government retains non-exclusive, paid-up, royalty-free license to all CRADA-generated intellectual property for U.S. government use. • Approval by DOE/NNSA required before Sandia can perform work. • Final report upon completion of project.
<p>Commercial License Agreement: Sandia conveys intellectual property rights to a non-Federal partner (licensee) through a license agreement. Intellectual property includes patent applications, patents, copyrights, and trademarks.</p>	<p>Payment is non-refundable and provided by the licensee. Any/all of the following categories may be included:</p> <ul style="list-style-type: none"> • License issue fees. • Running royalties on sales. • Minimum annual royalties. • Equity in licensee company. 	<ul style="list-style-type: none"> • Provides avenue for technology maturation and commercialization of products that may be used by: <ul style="list-style-type: none"> • DOE/NNSA for mission needs. • Other federal agencies. • Public sector (consumer goods). • Ensures that commercial interests of partner are legally protected. • Portion of royalties distributed to: <ul style="list-style-type: none"> • Technical organizations within Sandia for discretionary R&D and technology maturation. • Sandia authors and inventors as incentive awards. 	<ul style="list-style-type: none"> • Business plan information and basic information about the licensee's company. • Government retains non-exclusive, paid-up, royalty-free license to all intellectual property for U.S. government use. • The following negotiable items appear in every license agreement: <ul style="list-style-type: none"> • Level of exclusivity. • Field(s) of use. • U.S. government march-in rights (exclusive licenses only). • U.S. manufacturing requirements (or benefit to U.S.).
<p>Funds-In Agreement (FIA): Sandia performs work on a reimbursable basis for a non-Federal entity (NFE) sponsor. Sponsor is from private industry, state/local government, non-profit organization, or academia, domestic or foreign.</p>	<ul style="list-style-type: none"> • NFE sponsor provides 100% of funding. • Payment must be received before work commences. 	<ul style="list-style-type: none"> • Allows Sandia to perform mission-related, reimbursable work. • Sponsor can access Sandia's unique capabilities, facilities, and equipment to validate or improve technologies. • Sponsor is provided a minimum of a non-exclusive license to practice Sandia's subject inventions. • Title to Sandia's subject inventions can be assigned to sponsor under certain conditions. • Designated FIA-generated information can be protected for up to five years. • Agreement provisions protect proprietary information. 	<ul style="list-style-type: none"> • Sandia cannot compete with private sector on contemplated work and must provide a unique capability. • Work cannot adversely impact DOE/NNSA programs or create future burden for DOE/NNSA. • Work must benefit DOE/NNSA and tie to Sandia's mission. • Written statement of work. • Related collateral documentation. • Acceptance of legal terms and conditions. • Approval by DOE/NNSA required before Sandia can perform work. • Government retains non-exclusive, paid-up, royalty-free license to all FIA-generated intellectual property for U.S. government use.
<p>Designated Capability (DC) Agreement: A type of FIA whereby a Sandia organization develops a capability-specific statement of work that can be applied to various FIAs.</p>	<ul style="list-style-type: none"> • NFE sponsor provides 100% of funding. • Payment must be received before work commences. 	<ul style="list-style-type: none"> • Allows Sandia to provide similar services to different NFE sponsors without duplicating documentation and processing requirements. • Reduced processing time for individual agreements. • All other FIA benefits also apply 	<ul style="list-style-type: none"> • Work must fall within scope of pre-approved statement of work. • All other FIA requirements also apply.
<p>Technology Development Center User Facility (UF) Agreement: A non-Federal entity (NFE) sponsor uses a Sandia</p> <ul style="list-style-type: none"> • facility or collection of interrelated facilities; • specialized equipment, instrumentation, and/or personnel; or • a related capability or resources to conduct scientific and technical research. 	<ul style="list-style-type: none"> • NFE sponsor provides 100% of funding. • Payment must be received before work commences. 	<ul style="list-style-type: none"> • Sponsor can access Sandia's unique facilities and equipment to validate or improve technologies. 	<ul style="list-style-type: none"> • Sandia cannot compete with private sector on contemplated work and must provide a unique capability. • Work cannot adversely impact DOE/NNSA programs or create future burden for DOE/NNSA. • Work must benefit DOE/NNSA and tie to Sandia's mission. • Written statement of work. • Sponsor representative performs the work. • Sandia provides support staff to ensure compliance with maintenance and safety procedures. • All generated data belong to sponsor. • Not intended for use when intellectual property may be generated.
<p>New Mexico Small Business Assistance (NMSBA) Agreement: Sandia provides technical and business assistance to New Mexico small businesses in exchange for gross receipts tax credits.</p>	<p>Assistance is provided in the form of lab staff hours valued at up to \$20,000 per calendar year for businesses located in rural counties, and up to \$10,000 per calendar year for businesses located in an urban county (e.g. Bernalillo County).</p>	<ul style="list-style-type: none"> • New Mexico small businesses can access the technology and expertise of Sandia National Laboratories at no charge. • Promotes economic development in New Mexico, particularly in rural areas. 	<ul style="list-style-type: none"> • U.S. owned and operated, for-profit small business located in New Mexico. • Business must have a New Mexico tax identification number. • Written scope of work. • Acceptance of legal Terms of Assistance. • Signed Certificate of Services rendered at project's completion.