

**To:** Contract & Grant Officers  
Intellectual Property Managers  
Vice Chancellors – Research  
Directors - Academic Personnel

**Subject:** UC – LLNS Memorandum of Understanding: Visiting Researchers under an Informal Collaboration

Attached please find a Memorandum of Understanding executed on August 30, 2011 (MOU) between the University of California (UC) and Lawrence Livermore National Security (LLNS) that addresses the ownership rights and obligations for certain inventions that may be made by a UC or LLNS visiting researcher under an informal collaboration between UC and LLNS researchers that is not otherwise covered by a written agreement (e.g., [Work for Others 07-07S3](#), User Facility Agreement, [LLNS-UC Subcontract Master Agreement RPAC Memo 10-03S1](#), etc.).

This MOU is intended to cover an “informal collaboration,” such as a researcher’s visit to the other institution’s site for the purpose of discussing and/or pursuing collaboration opportunities on a project of mutual interest or checking on the progress of an ongoing joint project where the project’s written agreement did not anticipate the requirement for such a visit and does not require the performance of work under the written agreement’s scope of work by a visiting researcher from UC or LLNS.

Until now, such visitors were required to sign the host institution’s visitor patent agreement (Patent Acknowledgement for LLNS visitors coming to UC and the Visiting Scientist Patent Agreement for UC visitors coming to LLNS) before gaining access to the institution’s facilities.

The provisions of this MOU will take precedence over a host institution’s requirement for visiting UC or LLNS researchers to sign the host institution’s Patent Agreement or Patent Acknowledgement under an informal collaboration that involves access to research facilities of the host institution. As such, the campuses may rely on this MOU in place of the requirement for a LLNS visiting researcher to sign UC’s Patent Acknowledgement form when such visitor wishes to be able to access UC research facilities for an informal collaboration not otherwise covered by a written agreement between UC and LLNS. Likewise, a UC visiting researcher wishing to access LLNS facilities to engage in such informal collaboration activities will not be required to sign the LLNS visiting scientist Patent Agreement. The work itself, however, if conducted under a project’s written agreement, would continue to be covered by the terms of the project’s agreement.

Contact:

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(510) 987-9840

A handwritten signature in black ink that reads "Wendy D. Streitz". The signature is fluid and cursive, with the first and last names being more prominent than the middle initial.

Wendy D. Streitz  
Executive Director  
Research Policy Analysis & Coordination

Attachment: LLNS-UC Visitor MOU

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
LAWRENCE LIVERMORE NATIONAL SECURITY  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Memorandum of Understanding (MOU) is between Lawrence Livermore National Security, LLC (LLNS), under its United States Department of Energy (DOE) Contract No DE-AC52-07NA27344 to manage and operate Lawrence Livermore National Laboratory (Laboratory), and The Regents of the University of California, a non-profit corporation having its principal place of business at 1111 Franklin St., Oakland, CA 94607 (UC). LLNS is a limited liability company incorporated in the State of Delaware, with its principal office at 2300 First Street, Suite 204, Livermore, California 94550-3153. LLNS and UC are referred to jointly as "Parties."

**I. PURPOSE**

The Parties intend this MOU to address the ownership rights and obligations for certain inventions that may be made under collaboration between UC and Laboratory researchers that is not otherwise covered by a written agreement addressing intellectual property ownership or management ("Informal Collaboration"). Examples of such a written agreement are a CRADA, Work for Others Agreement (including a blanket WFO governing the lab fee award program), Collaboration Agreement, subcontract, or a memorandum of understanding or memorandum of agreement (such as the CBEST MOU), etc. The written agreement may pre- or postdate the execution of this MOU.

The Parties intend for an Informal Collaboration to be established and evidenced by the parties' researchers collaborating on a project of mutual interest; the Parties do not intend for a casual interaction, such as a phone call among researchers, to rise to the level of an Informal Collaboration.

**II. BACKGROUND**

As a condition of employment, UC employees are required to disclose to UC, and to assign to UC upon request, potentially patentable inventions as provided in the UC Patent Acknowledgment.

As a condition of employment, LLNS employees are required to disclose to LLNS, and to assign to LLNS upon request, potentially patentable inventions as provided in the LLNS Employee Patent Agreement.

### III. GUIDELINES

An inventor under an Informal Collaboration will follow his/her home institution's policies regarding disclosure and assignment of potentially patentable inventions.

An inventor's home institution will notify the host institution of any invention made by the home institution's researchers using the host institution's research facilities.

An inventor's home institution is responsible for fulfilling obligations to the Federal Government, including but not limited to obligations for disclosure and for confirmatory license grant. The Parties will to the extent possible accommodate each other's obligations to other third-party sponsors of research.

An inventor's home institution will provide the host institution with the right to practice for educational and research purposes any invention made by the inventor using the host institution's research facilities.

The provisions of this MOU will take precedence over a host institution's requirement for visiting researchers in an Informal Collaboration to sign the host institution's Patent Agreement or Patent Acknowledgment.

The Parties will work together in good faith to resolve any ownership disputes.

### IV. NOTICES

#### In the case of Regents:

University of California, Office of the President  
Office of Research and Graduate Studies, 11<sup>th</sup> Floor  
1111 Franklin St.  
Oakland, CA 94607  
Contact: Wendy Streitz  
E-mail: wendy.streitz@ucop.edu  
(510) 987-9108

#### In the case of LLNS:

Lawrence Livermore National Security, LLC  
Lawrence Livermore National Laboratory  
Industrial Partnerships Office  
7000 East Avenue, L-795  
P.O. Box 808  
Livermore, CA 94551  
Contact: Veronica Lanier  
E-Mail: lanier2@llnl.gov  
(925) 422-6416

V. AMENDMENT

Any amendment to this MOU will be in writing and signed by both Parties.

VI. TERM OF THE MOU

This MOU shall remain in effect for twenty (20) years from the date of signing.

VII. EFFECTIVE DATE

This MOU shall be effective upon the date of the signature of the last party to sign this MOU.

**Executed in duplicate originals by:**

**REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

By: Wendy D. Streitz  
(Signature)

Name: Wendy D. Streitz

Title: Executive Director  
Office of Research and Graduate Studies  
Research Policy Analysis and Coordination

Date signed: Aug 30, 2011

**LAWRENCE LIVERMORE  
NATIONAL SECURITY, LLC**

By: George H. Miller  
(Signature)

Name: George H. Miller

Title: Director, LLNL

Date signed: 25 Aug, 2011