

UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE PROVOST AND EXECUTIVE VICE PRESIDENT –
ACADEMIC AND HEALTH AFFAIRSOFFICE OF THE PRESIDENT
1111 Franklin Street, 12th Floor
Oakland, California 94607-5200

September 4, 2007

UNIVERSITY OF CALIFORNIA MULTI-LOCATION ASSIGNMENTS (MLA)
DEPARTMENT AND FINANCIAL CONTACTS

Subject: Continuation of Multi-Location Assignments between UC campuses and Lawrence Livermore National Laboratory (LLNL)

As a result of the recent competition for the contract to manage and operate the Lawrence Livermore National Laboratory, the University of California will no longer be the contractor at LLNL in the near future. A new entity, the Lawrence Livermore National Security, LLC, (LLNS) of which the University is a major partner, will assume the management and operations of LLNL effective October 1, 2007. In anticipation of the transition to the new contractor, we have reviewed Multi-Location Assignments (MLAs) between UC campuses and Lawrence Livermore National Laboratory and determined that continuing them would be beneficial to both organizations and to the nation. The University and the Laboratory have each made it a priority to foster continued close academic ties between the campuses and the Laboratory. This exchange of staff enables access to both LLNL's and UC's world class research capabilities, providing a unique synergy in supporting the mission of the Laboratory and the University's research endeavors.

Under the new Department of Energy (DOE) contract with LLNS, current LLNL employees who are on MLAs at your location can no longer be processed through the MLA mechanism. This is because LLNL employees will become employees of LLNS rather than the University. Accordingly, an agreement between the University and LLNS as a separate entity is required. We have developed a simplified agreement that would allow for continuation of these assignments in the form of the attached Interpersonnel Agreement. This Agreement has been developed by the Office of Sponsored Research and coordinated with a campus counterpart copied on this correspondence.

It is our understanding that your campus wishes to continue the arrangements in the attached list. We are asking your assistance in ensuring that these Agreements are executed as soon as possible and a billing submitted to LLNL after October 1st so that your joint collaborations will continue smoothly under the new LLNS contract. After October 1st this mechanism will be available to cover future new joint interpersonnel arrangements between LLNL and your campus.

If you have questions about the agreements, please feel free to contact Kathy Baker at (925) 424-5175 or Jim Hirahara at (510) 987-0614.

Sincerely,

Wyatt R. Hume
Provost and Executive Vice President
Academic and Health Affairs
University of California

Cherry A. Murray
Deputy Director
Science and Technology
Lawrence Livermore National Laboratory

Attachment

cc: President Dynes
Executive Vice President Darling
Vice Provost Coleman
Vice Chancellors for Research
Campus OSR Contact

INTERPERSONNEL AGREEMENT (I.D. NUMBER, IF ANY)**Between****THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
CAMPUS****And****LAWRENCE LIVERMORE NATIONAL SECURITY, LLC**

For over 50 years, the University of California (UC) has managed the Lawrence Livermore National Laboratory (LLNL) for the U.S. Department of Energy. During that time, scientists have moved freely between UC and LLNL, exchanging ideas and technical know-how through multi-location assignments.

Beginning October 1, 2007, the management of LLNL will transfer to Lawrence Livermore National Security, LLC, (LLNS). Both UC and LLNS recognize the importance of continuing the productive relationship between the UC and LLNL fostered by the multi-location assignments in order to support the missions of both institutions. Thus, this Interpersonnel Agreement ("Agreement") with the terms and conditions set forth below is entered into by and between The Regents of the University of California, CAMPUS LOCATION (_____ Institution) [Identify as "Receiving" or "Sending"] and LLNS (_____ Institution). [Identify as "Receiving" or "Sending"]

- 1. Limited Application.** This Agreement applies only to the assignment of NAME OF EMPLOYEE (Employee) to perform the services described in Statement of Work, which is attached to and made a part of this Agreement as Exhibit A.
- 2. Duration.** Sending Institution agrees to assign Employee to work for Receiving Institution on a XX% time basis. Subject to Section 6, the term of this Agreement will begin BEGINNING DATE and end ENDING DATE, with annual extensions upon the mutual agreement of the parties, but in no event will the assignment exceed forty-eight (48) calendar months, including extensions.
- 3. Salary and Benefits.** Employee will have his or her total salary for services performed at both Sending Institution and Receiving Institution pursuant to the Agreement paid by Sending Institution. During the term of the Agreement, Employee will accrue, and be eligible for, benefits, including pension and health and welfare benefits, under the plans offered by Sending Institution. Employee will not accrue, nor be eligible for, benefits under the plans offered by Receiving Institution for services performed under this Agreement.
- 4. Ceiling Cost.** The maximum amount that may be paid by Receiving Institution for services under this Agreement is \$TOTAL OBLIGATED COST. Receiving Institution

shall not be liable to reimburse Sending Institution for costs in excess of the ceiling cost, unless and until this Agreement is amended to increase the ceiling cost. Costs to be reimbursed will include individual salary, benefits and applicable G&A. When LLNS is the Sending Institution, LLNS will apply its off-site G&A rate. However, LLNS will fund a substantial portion of the off-site G&A as part of LLNS' strategic mission support for professional development activities, offsetting the increased costs to foster continued support of the strategic relationship with the University. When the University is the Sending Institution, the University will apply the approved DHHS rate normally applied to Interpersonnel Agreements with the federal government.

5. Invoicing. Sending Institution shall invoice Receiving Institution monthly in arrears for the costs incurred during the prior month for such salary and fringe benefits as paid to or accrued by Employee. Receiving Institution shall make payment to Sending Institution promptly upon receipt of a numbered invoice(s). Invoices must reference this Agreement No. I.D. NUMBER, if any and shall be mailed to the following address:

LLNS/Lawrence Livermore National Laboratory
 c/o Cash Management Desk
 7000 East Avenue, L-435
 Livermore, California 94501

OR

University of California, CAMPUS
 [ADDRESS]

Any duties assigned and/or expected of Employee by Receiving Institution beyond those described in Exhibit A or that exceed the assignment percentage described in Section 2 shall be time outside of assigned working hours and shall not constitute any cost to Sending Institution. Any travel associated with Employee's work for Receiving Institution (other than commuting time between Receiving Institution and Sending Institution which is not reimbursable) will be reimbursed to Employee directly by Receiving Institution.

6. Termination. Either party may terminate this Agreement for any reason on 60 days' written notice. If for any reason, Receiving Institution decides that Employee's presence is no longer desired at Receiving Institution, Employee's assignment will terminate on the date specified in the notice. Regardless of whether Employee remains at Receiving Institution for all or part of the 60-day notice period, Receiving Institution shall reimburse Sending Institution for the costs of providing Employee's salary and benefits through the date of termination. Upon 30 days' written notice, either party may terminate this Agreement if for any reason Employee should become unwilling or unable, with or without reasonable accommodation, to perform services on Receiving Institution projects or if sufficient funds are not available to continue the projects for which

Employee has been assigned to Receiving Institution. Receiving Institution shall reimburse Sending Institution for the costs of providing Employee's salary and benefits through the date of termination. The parties further agree that any separation of employment of Employee from Sending Institution will terminate this Agreement. If the separation occurs during either the 60-day or 30-day notice period described in the Section, then Receiving Institution's reimbursement payment will be prorated through the date of separation.

7. Intellectual Property. Unless superseded by another Agreement, it is the understanding of the parties that both Parties will abide by the provisions below.

Both Parties shall own all right, title and interest in all technical data, other than software, developed by an Employee in the course and scope of his or her performance of services under this agreement. Either Party may exploit such technical data without accounting to the other Party.

With respect to software, to the extent any such work was created in whole or in part by Employee while an employee of Sending Institution, but in the course of providing services to Receiving Institution, the parties agree the Sending Institution shall assign (or provide assistance to assign) all right, title, and interest including, but not limited to, copyright and all copyright rights that it has in such work to Receiving Institution. The Sending Institution reserves a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal or research and education purposes, as appropriate, and to authorize others to do so.

The Parties are informed that if the sending institution is LLNS, LLNS can only assign rights that it has under its contract with the DOE. To that end, LLNS will execute and will assist the Receiving Institution in the execution of any and all documents that may be necessary to effectuate the foregoing assignment.

Both Parties agree that their Employees will be allowed to sign the "Guest Patent Acknowledgement/Agreement" of the other Party. Any conflict between this Agreement and the respective Guest Patent Acknowledgement/Agreements will be resolved in favor of the terms of this Agreement.

8. Employment Policies and Work Rules. The parties agree as follows:

- (a) Employee is an employee of Sending Institution and that Employee's performance of services for Receiving Institution is pursuant to an assignment from Sending Institution;
- (b) Notwithstanding Employee's status as an employee of Sending Institution, Employee's work and activities for Receiving Institution are subject to the day-to-day direction of Receiving Institution and that while under the direction of Receiving Institution, Employee is subject to all work rules, such as safety and security, that normally apply at the Receiving Institution;

- (c) The employment policies, including workers compensation, of Sending Institution will govern Employee's performance of services at both Receiving Institution and Sending Institution;
- (d) Each party will designate an employee to be the contact person regarding Employee's performance under the Agreement at the location;
- (e) Sending Institution will provide Receiving Institution with any relevant information, such as Employee's scheduled vacation and holidays or other time off, include use of sick leave or personnel or other leave;
- (f) Receiving Institution will provide Sending Institution with all information necessary for Sending Institution to evaluate Employee's performance pursuant to its policies;
- (g) Sending Institution and Receiving Institution will work together to ensure compliance with all applicable laws, such as the disability laws, family and medical leave laws, and anti-discrimination and harassment laws and any costs for ensuring compliance with the reasonable accommodation requirements of applicable disability laws will be borne by Sending Institution;
- (h) If Receiving Institution has reason to believe that Employee should be counseled or disciplined, it agrees to immediately apprise Sending Institution of the facts and circumstances so that Sending Institution can make its assessment and take action as it deems appropriate; and
- (i) Sending Institution and Receiving Institution will work cooperatively to reach appropriate resolution of any employment issues that may arise with Employee, regardless of whether the issues arise in the course of performing services at Receiving Institution or Sending Institution.

9. Administration. The parties represent that they have appropriate policies and procedures or agreements with Employee sufficient to enable them to comply with all of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**LAWRENCE LIVERMORE
NATIONAL SECURITY, LLC**

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, CAMPUS**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EMPLOYEE ACKNOWLEDGMENT

I, NAME OF EMPLOYEE, am the person designated as “Employee” under the Agreement between The Regents of the University of California, CAMPUS (Campus) and Lawrence Livermore National Security, LLC (LLNS) set forth above. I acknowledge that I have received a copy of the Agreement and been offered an opportunity to receive additional information about the terms. I understand that my total salary for services performed at both Sending Institution and Receiving Institution pursuant to the Agreement will be paid by Sending Institution. During the term of the Agreement, I will accrue, and be eligible for, benefits, including pension and health and welfare benefits, under the plans offered by Sending Institution, and I will not accrue, nor be eligible for, benefits under Receiving Institution’s plans for the services performed for the Receiving Institution pursuant to this Agreement. Further, I understand that (i) the employment policies of Sending Institution generally shall apply to the services I perform at both Sending Institution and Receiving Institution pursuant to this Agreement; (ii) my day to day work at Receiving Institution will be under the direction of Receiving Institution and I will be subject to Receiving Institution’s work rules, such as those regarding security and safety, in the course of performing services for Receiving Institution; (iii) Receiving Institution and Sending Institution will share information of any policy infractions that may arise in connection with my performance of services at either location; (iv) I will not be reimbursed for the cost of commuting between Sending Institution and Receiving Institution; (v) when the Agreement terminates for any reason, Sending Institution shall attempt to find suitable employment for me at Sending Institution to substitute for the assignment governed by the Agreement, but does not guarantee such employment; and (vi) if suitable or sufficient employment is not found, my appointment with Sending Institution will be reduced accordingly pursuant to applicable employment policies of Sending Institution.

SIGNATURE OF EMPLOYEE

Date

EXHIBIT A

STATEMENT OF WORK:

EXHIBIT B

DETAILED BUDGET: