



University of California
Office of the President

Senior Vice President—Academic Affairs

Research Administration Office

Memo Operating Guidance

No. 07-06
June 25, 2007

CONTRACT AND GRANT OFFICERS

Subject: Los Alamos National Security (LANS) Work for Others Agreement

Attached for use by University campuses are the “Work for Others/Funds-In Agreements (WFO/FIA) for Los Alamos National Security (LANS), LLC, Los Alamos National Laboratory (LANL), for either research or service and materials agreements, when the primary source of funding is federal dollars. The “services and materials” WFO/FIA is used when the statement of work does not invoke research and development or a demonstration of LANL or sponsor's technology and no intellectual property rights are expected to result from the work performed.

Should the prime funding source to the University campus be from a private non-profit foundation or a for-profit business, the intellectual property (IP) rights clause in the WFO/FIA would allocate LANL IP slightly differently.

The template agreements do not include the definitions of “Proprietary Information” and “Protected Generated Information” noted in Clause 7, Pre-Publication Review. The definitions below, provided by LANL, may be included upon request of the campus in Appendix A, III. Special Considerations:

‘Protected Generated Information’ means any Generated Information that would be: a) a trade secret, or b) commercially valuable, or c) financial information that is privileged or confidential if the information had been obtained from a non-Federal party in the agreement.

‘Proprietary Information’ means information which is developed at private expense outside of work under this Agreement, is marked as Proprietary Information, and embodies (1) trade secrets or (2) commercially valuable or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).

The difference between the WFO/FIA for research and the one for services and materials is found in clause 13, Patents. This clause in the template for services and materials says:

13. PATENT RIGHTS. The work to be performed under this Agreement is not anticipated to involve research, development, or demonstration. If any intellectual property is developed under this agreement, such intellectual property will be governed by the intellectual property provision of LANS’ Management and Operating contract with DOE.

*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc's.

A separate e-mail from LANL attorney David Salazar confirms the LANS understanding that, pursuant to Section 10a., 10b., and 11 of these agreements, the University is an entity of the State of California with indemnification limitations under The Regents' Standing Orders.

Finally, the contact person at LANL for the WFO/FIA is:

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The memo replaces the LANL funds-in agreement in C&G Operating Guidance Memo 99-06.

Refer: Samuela A. Evans
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Cancel: 99-06

Samuela A. Evans
Contract and Grant Officer

Enclosures:

[WFO/FIA Federal Research Template](#)

[WFO/FIA Federal Services/Materials Template](#)