

How Sandia Performs Work for/with Industry

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WFO/CRADA Agreements
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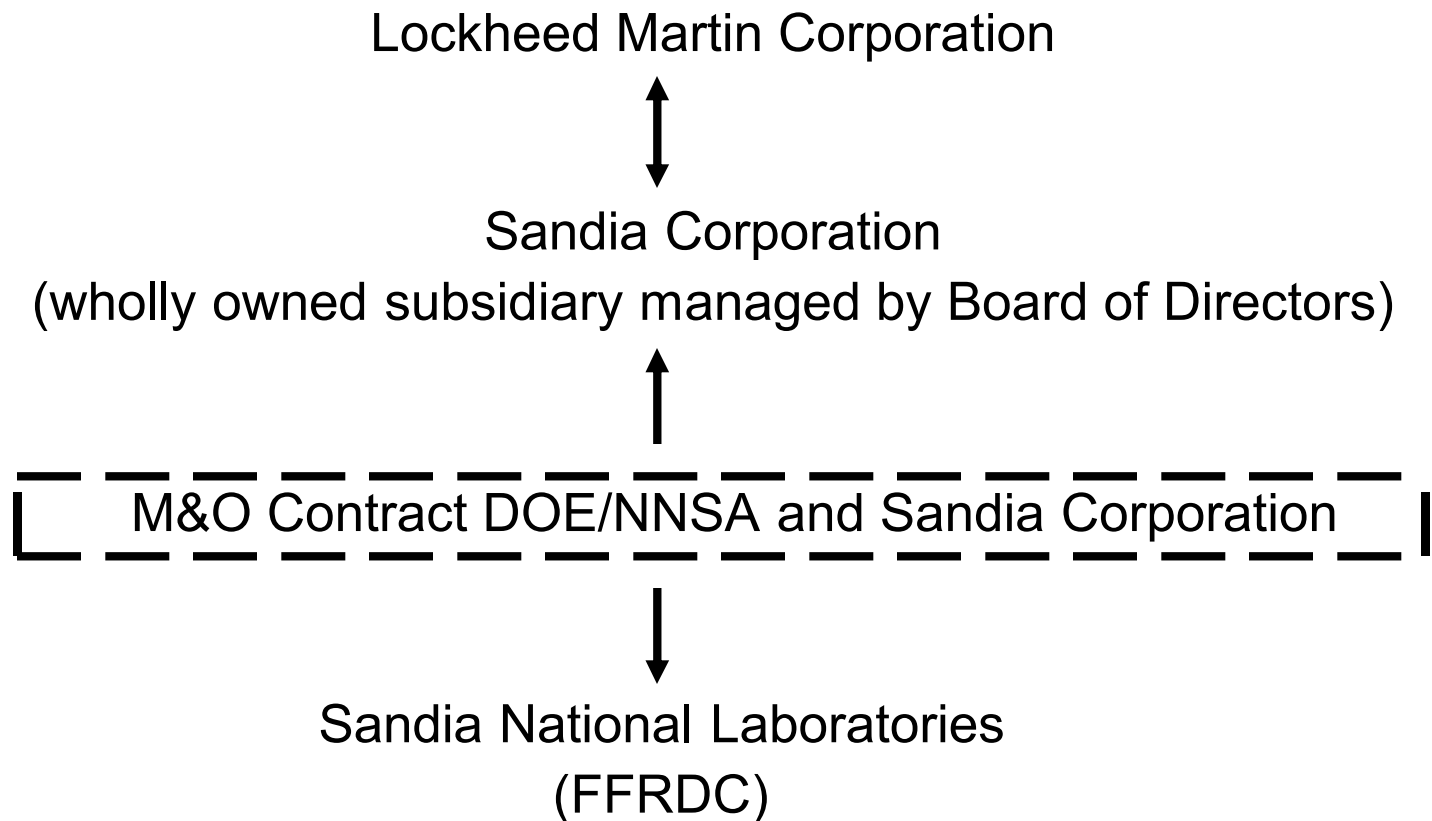


Sandia National Laboratories - Sandia Corporation

- Sandia Corporation (Sandia)
 - A “for profit” entity, incorporated in Delaware
 - A wholly owned subsidiary of Lockheed Martin Corporation
 - Stock owned by Lockheed Martin Corporation
 - One shareholder, 100 shares
 - Operates Sandia National Laboratories for the Department of Energy/National Nuclear Security Administration (DOE/NNSA)
- Sandia National Laboratories (SNL)
 - A DOE/NNSA Laboratory
 - Government-Owned, Contractor Operated
 - Facilities and equipment are owned by DOE/NNSA
 - Programs are funded by DOE/NNSA, other federal agencies & industrial partners
 - Employees are Sandia Corporation employees
 - SNL is a designated DOE/NNSA Federally Funded Research and Development Center (FFRDC)
- As an FFRDC
 - Sandia may not compete with domestic industry
 - Sandia must manage Organizational Conflict of Interest and ensure Fairness of Opportunity with respect to establishing partnerships




What is the relationship between Lockheed Martin, Sandia Corporation, the DOE/NNSA and Sandia National Labs?





Types of Technology Partnership Agreements

- Cooperative Research and Development Agreement (CRADA)
- Commercial License
- WFO Non Federal Entity (NFE) Funds-in Agreement (FIA)
- User Facility (UF) Agreement



Work for Others/Non Federal Entity (WFO/NFE) Funds In Agreement (FIA)

- Provides access to SNL's unique capabilities, facilities and personnel
- Work must use unique capability and not place SNL in direct competition with domestic private sector
- Not collaborative R&D
- Fairness of opportunity
- DOE approval required; Terms and Conditions prescribed by DOE, very little negotiation allowed
- For FIA with LM, DOE/NNSA executes agreement, not SNL – mitigation of OCI
- For FIA related to NPIC, DOE/NNSA HQ approval required
- POC: Pat Hubbard, pyhubba@sandia.gov, 505 845-

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Other Non-standard FIA Terms and Conditions

- 100% sponsor funded; full cost recovery
- Advanced funding required
- Indemnification
- Proprietary treatment of generated information is negotiable
- Substantial manufacture in the United States for any subject inventions
- Title to SNL Subject Intellectual Property (IP) is dependent on circumstances; Sponsor receives at a minimum non exclusive paid up license to practice inventions
- U. S. Government use rights of all IP generated



Cooperative Research and Development Agreement (CRADA)

- Governs collaborative R&D between SNL and industry
- SNL must attest to Fairness of Opportunity
- Can be 100% funded by Partner, or Sandia's effort can be funded by the government; must include “in-kind” Partner contribution
- DOE approval required; SNL allowed some flexibility in negotiating Terms and Conditions
- Commercially valuable CRADA generated information can be protected for 5 years
- Each party can take title to its own CRADA generated Intellectual Property (IP)
- Partner has option to license joint inventions, SNL inventions
- Government use rights of all IP generated
- Advanced funding is required
- POC: Vic Weiss, vaweiss@sandia.gov, 505 284-9136



Commercial Licenses

- SNL-developed Intellectual Property may be available for licensing
- “Up-front” fees, annual minimums, & running royalties are negotiable
- Field of use and commercialization requirements also negotiable
- POC: Mark Allen, msallen@sandia.gov, 505 844-7197



User Facility Agreement

- Allows sponsors to use Sandia's unique facilities for research, testing, and developing prototypes
- 100% sponsor funded
- Terms and Conditions non-negotiable
- Sponsor employees at SNL facilities
- Not intended for use when Intellectual Property would be generated
- POC: Jennifer Smith, jasmit2@sandia.gov, 505 844-6173