**LAWRENCE LIVERMORE NATIONAL LABORATORY**

**GUEST PATENT AND COPYRIGHT AGREEMENT**

 This agreement is between me and Lawrence Livermore National Security, LLC, hereinafter called "LLNS," and as a condition of my association with Lawrence Livermore National Laboratory (LLNL) and having access to certain LLNL facilities and/or information.

 I understand and agree every possible patentable device, process, plant or product, hereinafter referred to as "invention," which I conceive or make (first actually reduce to practice) or develop during the course of utilization of any LLNS research facilities and/or access to any LLNS information shall be examined by LLNS to determine rights and equities therein in accordance with LLNS’ patent policy, and I shall promptly furnish LLNS with complete information with respect to each invention.

 I further agree, in the event any such invention shall be deemed by LLNS to be patentable, and LLNS desires, pursuant to LLNS’ determination as to its rights and equities therein, to seek patent protection thereon, I shall execute any documents and do all things necessary, at LLNS’ expense, to assign to LLNS all rights, title and interest therein and to assist LLNS in securing patent protection thereon. In the event I protest LLNS’ determination regarding any rights or interests in an invention, I agree: (a) to proceed with any LLNS requested assignment or assistance; (b) to give LLNS notice of that protest no later than the execution date of any of the above-described documents or assignment; and (c) to reimburse LLNS for all expenses and costs it encounters in its patent application attempts, if any such protest is subsequently sustained or agreed to.

 By execution of this agreement, I understand I may, with the approval of LLNS, request a waiver determination by the U.S. Government on my identified inventions as set forth in 10 CFR 784 – *Patent Waiver Regulation*, where applicable.

 With respect to any such invention, and with respect to any copyrightable work, I further agree I shall do all things necessary to enable LLNS to perform its obligations to grantors of funds for research or contracting agencies as said obligations have been undertaken by LLNS, including LLNS’ obligations in regard to patents, copyrights and technical and scientific records under Contract DE-AC52-07NA27344 with the U.S. Government represented by U.S. Department of Energy National Nuclear Security Administration. I agree to abide by and fully perform the terms of the Patents Rights clause of said contract, excerpts of which are set forth in an attachment to this agreement, as they may be amended from time to time, to the extent applicable to me, and further agree the Government shall have prior right to determine title to all such inventions, data and copyrightable works, and I will report all such inventions to the Director, LLNL, or his designee. To protect the interests of LLNS and Government, I agree not to publish or disclose, to anyone who is not bound by a like obligation of confidentiality, any information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under Contract DE-AC52-07NA27344 without prior approval obtained from the Director, LLNL, or his designee for this purpose.

 LLNS may relinquish to me all or a part of its right to any invention if, in its judgment, it deems it desirable to so do.

 I agree to be bound hereunder for and during any periods of my guest status, at LLNL. The nondisclosure provisions of this agreement shall survive the termination of this agreement for a period of five years.

Subcontract Number:       Dated:

Name:

 Signature

# EXCERPTS FROM

**CONTRACT NO. DE-AC52-07NA27344**

**CLAUSE I-105 - PATENT RIGHTS**

*(Note: The term “Contractor” means* *Lawrence Livermore National Security, LLC.)*

(b) Allocation of Principal Rights.

(1) Assignment to the Government. Except to the extent that rights are retained by the Contractor by the granting of an advance class waiver pursuant to subparagraph (b)(2) of this clause or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Contractor agrees to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention.

(2) Advance class waiver of Government rights to the Contractor. DOE may grant to the Contractor an advance class waiver of Government rights in any or all subject inventions, at the time of execution of the contract, such that the Contractor may elect to retain the entire right, title and interest throughout the world to such waived subject inventions, in accordance with the terms and conditions of the advance class waiver. Unless otherwise provided by the terms of the advance class waiver, any rights in a subject invention retained by the Contractor under an advance class waiver are subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(3) Government license. With respect to any subject invention to which the Contractor retains title, either under an advance class waiver pursuant to subparagraph (b)(2) or a determination of greater rights pursuant to subparagraph (b)(7) of this clause, the Government has a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(4) Foreign patent rights. If the Government has title to a subject invention and the Government decides against securing patent rights in a foreign country for the subject invention, the Contractor may request such foreign patent rights from DOE, and DOE may grant the Contractor's request, subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(5) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor by a determination of greater rights in accordance with subparagraph (b)(7) of this clause, the Contractor does not have the right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

(i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:

(A) uranium enrichment technology;

(B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and

(C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).

(ii) Inventions made under any agreement, contract or subcontract related to the following initiatives or programs are exceptional circumstance subject inventions:

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium; and

(C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).

(iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, programs, initiatives, and/or other classifications for the purpose of defining DOE exceptional circumstance subject inventions.

(6) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified *in the Contract’s Section J Appendix entitled “All In Force Bilateral Agreements*.*”* DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

(7) Contractor request for greater rights. The Contractor may request greater rights in an identified subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, in accordance with the DOE patent waiver regulations, by submitting such a request in writing to Patent Counsel with a copy to the Contracting Officer at the time the subject invention is first disclosed to DOE pursuant to subparagraph (c)(1) of this clause, or not later than eight (8) months after such disclosure, unless a longer period is authorized in writing by the Contracting Officer for good cause shown in writing by the Contractor. DOE may grant or refuse to grant such a request by the Contractor. Unless otherwise provided in the greater rights determination, any rights in a subject invention obtained by the Contractor under a determination of greater rights is subject to 35 U.S.C. 203 and the provisions of this clause, including the Government license provided for in subparagraph (b)(3) of this clause, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee.

(8) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in a subject invention, including an exceptional circumstance subject invention, to which the Contractor does not have the right to elect to retain title, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional circumstance invention from DOE, and DOE may grant or refuse to grant such a request by the Contractor employee-inventor.

(9) Government assignment of rights in Government employees' subject inventions. If a DOE employee is a joint inventor of a subject invention to which the Contractor has rights, DOE may assign or refuse to assign any rights in the subject invention acquired by the Government from the DOE employee to the Contractor, consistent with 48 CFR 27.304-1(d). Unless otherwise provided in the assignment, the rights assigned to the Contractor are subject to the Government license provided for in subparagraph (b)(3) of this clause, and to any provision of this clause applicable to subject inventions in which rights are retained by the Contractor, and to any reservations and conditions deemed appropriate by the Secretary of Energy or designee. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the DOE employee.

(c) Subject Invention Disclosure …

(1) Subject invention disclosure. The Contractor shall disclose each subject invention to Patent Counsel with a copy to the Contracting Officer within two (2) months after an inventor discloses it in writing to Contractor personnel responsible for patent matters or, if earlier, within six (6) months after the Contractor has knowledge of the subject invention, but in any event before any on sale, public use, or publication of the subject invention. The disclosure to DOE shall be in the form of a written report and shall include:

(i) the contract number under which the subject invention was made;

(ii) the inventor(s) of the subject invention;

(iii) a description of the subject invention in sufficient technical detail to convey a clear understanding of the nature, purpose and operation of the subject invention, and of the physical, chemical, biological or electrical characteristics of the subject invention, to the extent known by the Contractor at the time of the disclosure;

(iv) the date and identification of any publication, on sale or public use of the invention;

(v) the date and identification of any submissions for publication of any manuscripts describing the invention, and a statement of whether the manuscript is accepted for publication, to the extent known by the Contractor at the time of the disclosure;

(vi) a statement indicating whether the subject invention is an exceptional circumstance subject invention, related to national security, or subject to a treaty or an international agreement, to the extent known or believed by Contractor at the time of the disclosure;

(vii) all sources of funding by Budget and Resources (B&R) code; and (viii) the identification of any agreement relating to the subject invention, including Cooperative Research and Development Agreements and Work-for-Others agreements.

Unless the Contractor contends otherwise in writing at the time the invention is disclosed, inventions disclosed to DOE under this paragraph are deemed made in the manner specified in Sections (a)(1) and (a)(2) of 42 U.S.C. 5908.

(f) Contractor Action to Protect the Government's Interest.

(1) Execution and delivery of title or license instruments. The Contractor agrees to execute or have executed, and to deliver promptly to DOE all instruments necessary to accomplish the following actions:

(i) establish or confirm the Government's rights throughout the world in subject inventions to which the Contractor elects to retain title;

(ii) convey title in a subject invention to DOE pursuant to subparagraph (b)(5) and paragraph (d) of this clause; or

(iii) enable the Government to obtain patent protection throughout the world in a subject invention to which the Government has title.

(2) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract, and to execute all papers necessary to file patent applications claiming subject inventions or to establish the Government's rights in the subject inventions. This disclosure format shall at a minimum include the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

**NOTE TO GUEST**

At LLNL, patent related duties and functions have been delegated to the LLNL Laboratory Counsel. Guests are therefore requested to contact the LLNL Laboratory Counsel (925-423-1960) for processing of patent matters.

This agreement supersedes any existing agreements you may have in the above stated areas of work. Should you have an existing patent agreement with your employer or any other organization, please give the name(s) and address(es) of such employer and organization(s). An information copy of this agreement will be forwarded to each such organization.