



Department of Energy
Washington, D.C. 20585

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SUBJECT: Class Waiver of Government's Rights in Inventions Arising
from the Use of DOE Facilities and Facility Contractors
by or for Third Party Sponsors, W(A)-82-017

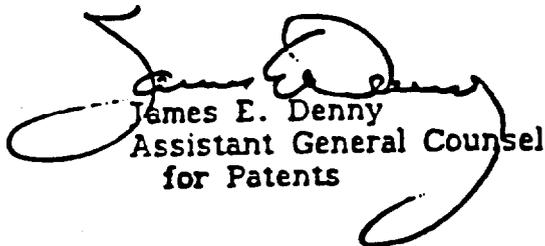
Attached is a copy of a signed Statement of Considerations showing that the above-identified class waiver has been granted. Also attached are model patent and data clauses for agreements with sponsors under the class waiver. As discussed in the Statement of Considerations, the waiver is automatic upon certification of the local DOE Patent Counsel that:

- (1) The work to be performed under the use agreement is not covered by another contract or arrangement falling under DOE's statutory patent policy, and is not of sufficient interest to the DOE programmatic mission responsibility to justify DOE supporting the work in whole or in part with direct program funding;
- (2) That the sponsor is providing appropriate cost reimbursement for the services performed and/or facilities used as set forth in this class waiver; and
- (3) That the terms and conditions for the agreement with the sponsor comply with the waiver and instructions for its implementation as issued by the Assistant General Counsel for Patents.

The attached clauses are approved for use in sponsor agreements under the class waiver, provided, however, that local DOE Patent Counsel shall ascertain whether the clauses should be modified for a particular use-of-facilities arrangement. Where the agreement is between the sponsor and the facility operator, the patent waiver clause may be modified to reflect properly the parties to the agreement. Any other significant changes in the patent waiver clause should not be made without approval of Headquarters.

The data provisions, on the other hand, have been designed to provide DOE's minimum acceptable level of rights in data and data requirements. Local Patent Counsel may modify the data clauses without prior approval to acquire additional rights or data or to fit the particular circumstances of the agreement. For example, where the sponsor's proprietary data are not involved, the provisions for review and removal of data from the facility could be replaced by the sponsor's agreement that none of its proprietary data are at the facility and that DOE shall have unlimited rights in all data at the facility. Local Patent Counsel should work with the facility operator to arrive at contractual arrangements providing the data and rights therein needed by the facility operator. Approval of Headquarters shall be obtained for any confidentiality agreements which do not provide the safeguards of the attached clauses for DOE and the facility operator.

Finally, local Patent Counsel are to coordinate the handling of information and reporting of inventions, as needed, with the facility operator and identify any necessary modifications to the facility operator's contract. Any difficulties in contractual arrangements with facility operators should be reported to this office.


James E. Denny
Assistant General Counsel
for Patents

Attachments