

TO: Persons Joining the Fermilab (FRA) Staff

SUBJECT: Inventions and Employee Patent Agreement

Fermilab is operated by FRA, LLC, a non-profit corporation, under contract with the U.S. Department of Energy (DOE). Federal legislation (the Bayh-Dole act) provides for Fermilab inventors to share in royalties received from patentable inventions to which FRA, LLC has taken title. As provided in FRA, LLC's contract with DOE, the decision to elect to take title to an invention rests with FRA, LLC. Under the current FRA, LLC policy, Fermilab inventor employees will share 50% of net royalties (after direct expenses) on annual net royalties below \$10,000. If annual net royalties are \$10,000 or greater, the inventor employees will share \$5,000 of the first \$10,000 in net royalties and 25% of net royalties in excess of \$10,000.

All Fermilab employees are required by the terms of FRA, LLC's contract with DOE to sign a patent agreement. The attached form has been developed to comply with this requirement. It provides that the employee will furnish information on any invention, discovery, or improvement arising from or related to work at Fermilab and is conceived by you during the period of your employment here. This means that an employee must complete a "Record of Invention" form when appropriate. The employee will also be asked to edit an "Application Assessment" based on the Record of Invention. These requirements are designed to protect the rights of employees, FRA, LLC, and the Government and to comply with Fermilab responsibilities to assess and transfer technology for us outside the Laboratory. Record of Invention forms for describing and reporting inventions are available from the Fermilab Office of Research and Technology Applications (ORTA) in the Directorate (2 West, Wilson Hall). The Fermilab Publications Office automatically circulates all technical reports submitted for publication through the ORTA and the DOE Office of Intellectual Property Counsel for review for patentable materials. An employee or group of employees will receive \$100 for submitting a completed Record of Invention form and \$100 if a patent is awarded.

The attached agreement is not intended to apply to inventions, discoveries, or improvements which are developed entirely on the employee's own time using the employee's own resources and facilities and which do not arise from or relate to work or research that was performed or is anticipated to be performed at Fermilab. Questions often arise, however, with respect to whether a particular invention, discovery, or improvement "arise from" or "relates to" work performed at Fermilab and thus is subject to the terms of the agreement. Employees may wish to consult with the ORTA or the Fermilab Office of Chief Legal Counsel (4 West, Wilson Hall) concerning specific questions that may arise.

Please sign the attached patent agreement form which is required for employment at Fermilab.

Attachment

FERMI RESEARCH ALLIANCE  
CONTRACTOR FOR THE  
FERMI NATIONAL ACCELERATOR LABORATORY  
CONTRACT NO. DE-AC02-07CH11359

AGREEMENTS COVERING DISCOVERIES, INVENTIONS, AND IMPROVEMENTS  
TECHNICAL DATA AND COPYRIGHT

In recognition of the fact that FRA, LLC operator of Fermi National Accelerator Laboratory (hereinafter referred to as the "Laboratory" or "Fermilab") is engaged at Fermilab exclusively in the performance of a contract with the United States Government, I hereby agree:

- 1) To furnish the duly authorized representatives of the Laboratory and the U.S. Department of Energy (hereinafter called "DOE") with complete information on every invention, discovery or improvement arising from or related to work of the Laboratory and made or conceived by me during the period of association with the Laboratory in the capacity indicated below.
- 2) That any claim for a pecuniary award or compensation under the Atomic Energy Act of 1946 and 1954, as they may be amended from time to time, hereby is waived with respect to such invention, discovery or improvement.
- 3) To assign worldwide, free from any obligation, all my right, title, and interest in such invention, discovery, or improvement to DOE or the laboratory of those designed by DOE or the Laboratory, as appropriate.
- 4) To assist upon request in every proper way, in obtaining and enforcing patents on such invention, discovery, or improvement in any and all countries, and to execute all documents as may be requested in connection therewith. So long as I am associated with the Laboratory, such assistance shall be without additional charge for my time. After termination of my association, such assistance shall be at Government of Laboratory expense by proper arrangement.
- 5) To treat proprietary data or other technical, business, or financial data in the form of recorded information which I receive or to which I am given access pursuant to my association with the Laboratory in accordance with any restrictive legend contained thereon, unless use is specifically authorized in writing by the Laboratory. The obligations with respect to such data shall continue after termination of my association with the Laboratory.

- 6) To not establish or assert any claim to statutory copyright in any data first produced during my association with the Laboratory arising from or related to work of the Laboratory without prior written authorization of FRA and DOE.
- 7) It is recognized that during the course of and subsequent to my association with the Laboratory, I may desire to publish, within the limits of security requirements, information regarding scientific developments made in the course of my association. In order that public disclosure of such information will not adversely affect the patent and data interests of DOE or the Laboratory, patent approval for release and publication shall be secured from DOE Patent Counsel prior to any such release or publications.
- 8) This agreement is given in consideration of:

\_\_\_\_\_ My employment by the Laboratory.

\_\_\_\_\_ My access to and use of the facilities and information of the Laboratory as an assigned employee or appointee from a public or private organization.

\_\_\_\_\_ My access to and use of the facilities and information of the Laboratory as an appointee in a private capacity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
I.D. Number