

**Technology Partnerships -  
Types of Agreements**

Acronym	Full Name	Purpose	IP Provisions and Protection of information	Parameters	
				\$ Value	Time
<b>ASA</b>	<b>Analytical Services Agreement</b>	For non-collaborative work which involves routine tests or characterizations which are within certain defined work areas	<p><b>Background Intellectual Property (BIP):</b> There is the presumption BIP will not be used. There are no provisions in the ASA terms which address NREL BIP. Sponsor may contend BIP is Subject IP produced under the agreement if it is not identified in advance. Discuss any need to use BIP with the TTO before using it.</p> <p><b>Generated Information:</b> Sponsor, Govt and NREL have unlimited rights to use data (including software) generated under the agreement, subject to prepublication review requirements.</p> <p><b>Anticipated Subject Inventions:</b> Unlikely, given the routine nature of the work.</p> <p><b>Ownership of Subject Inventions:</b> If a Subject Invention does result from the work, Sponsor may elect title, subject to rights reserved by the Govt. Reserved rights include substantial US manufacture, march in, free government use. NREL is next in line to elect title if Sponsor passes or fails to obtain a patent, on a country by country basis.</p> <p><b>Confidentiality:</b> Consult TTO regarding requirements to protect information (either provided by Sponsor or generated by the work).</p>	Up to \$25,000	Up to 90 days
<b>TSA</b>	<b>Technical Services Agreement</b>	For non-collaborative, non-R&D consulting services	<p><b>Background Intellectual Property:</b> There is the presumption BIP will not be used. There are no provisions in the TSA terms which address NREL BIP. Sponsor may contend BIP is Subject IP produced under the agreement if it is not identified in advance. Discuss any need to use BIP with the TTO before using it. Appropriate provisions can be added upon request to TTO staff, as necessary.</p> <p><b>Generated Information:</b> Sponsor, Govt and NREL have unlimited rights to use data (including software) generated under the agreement subject to prepublication review requirements.</p> <p><b>Anticipated Subject Inventions:</b> No</p> <p><b>Ownership of Subject Inventions:</b> No Subject Inventions are anticipated. If inventions are anticipated, a Funds-In Agreement is the appropriate agreement type.</p> <p><b>License Option:</b> Sponsor may obtain, upon notice, a non-exclusive, paid up license to any Subject Inventions and has the first option to negotiate an exclusive license for a pre-negotiated field of use.</p> <p><b>Confidentiality:</b> Consult TTO regarding requirements to protect information (either provided by Sponsor or generated by the work).</p>	Up to \$100,000	Up to 1 year

**Exhibit A**

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<b>IAG</b>	<b>Interagency Agreement</b>	For work performed for a federal agency other than DOE	Addressed between DOE and Agency	As available	As negotiated
<b>NDA</b>	<b>Non-Disclosure Agreement</b>	Allows parties to share proprietary, commercially valuable, privileged, and confidential information with one another for purposes of review and evaluation	Designed to protect confidential information, not intended as a vehicle for performing work for an industry partner. Requires that information be kept confidential for five years after the end of the term.	No \$ exchanged	As negotiated [Generally written for one year]
<b>MOU</b>	<b>Memorandum of Understanding</b>	Establishes a non-binding conceptual framework for project discussions	<b>N/A</b> – No technical work is to be performed under an MOU. BIP and SIP are not addressed. <b>Anticipated Subject Inventions:</b> Inventions are not an anticipated outcome. <b>Ownership of Subject Inventions:</b> Not addressed	No \$ exchanged	As negotiated [Generally two years, renewable as needed]
<b>FIA</b>	<b>Funds-In Agreement</b>	For non-collaborative work paid for in full by a non-federal entity	<b>Background Intellectual Property:</b> There are no provisions in the FIA terms which address or protect NREL BIP. Sponsor may contend BIP is Subject IP produced under the agreement if it is not identified in advance. Appropriate provisions can be added upon request to TTO staff, as necessary. <b>Generated Information:</b> Sponsor has the option to assert copyright in any generated information, subject to rights reserved by the Govt. <b>Anticipated Subject Inventions:</b> Yes <b>Ownership of Subject Inventions:</b> Sponsor may elect title to NREL Subject Inventions, subject to rights reserved by the Govt. Reserved rights include substantial US manufacture, march in, free government use. NREL is next in line to elect title if Sponsor passes or fails to obtain a patent. <b>Exception:</b> NREL may request an exception from DOE which would allow NREL to have the first option to elect title to NREL Subject Inventions. <b>Confidentiality:</b> Consult TTO regarding requirements to protect information (either provided by Sponsor or generated by the work).	As negotiated	As negotiated

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<b>CRADA</b>	<b>Cooperative Research and Development Agreement</b>	For a collaborative effort between NREL and a non-federal entity. May be either a shared resources or funds-in arrangement, or both.	<p><b>Background Intellectual Property:</b> Protected if listed in Appendix B</p> <p><b>Generated Information:</b> Each party has the right to assert copyright in its generated information, subject to rights reserved by the Govt.</p> <p><b>Anticipated Subject Inventions:</b> Yes</p> <p><b>Ownership of Subject Inventions:</b> Each party has the right to retain title to its Subject Inventions, subject to rights reserved by the Govt. Joint inventions are jointly owned. If a party elects not to take title or fails to obtain a patent on its Subject Invention, the other party may do so.</p> <p><b>License Option:</b> Participant has the option to negotiate up to and including an exclusive license to NREL Subject Inventions in a pre-negotiated field of use.</p> <p><b>Confidentiality:</b> Consult TTO regarding requirements to protect information (either provided by Sponsor or generated by the work)</p>	Shared resources and funds-in allowed	As negotiated
<b>IPA</b>	<b>Intellectual Property Agreement</b>	Signed in conjunction with a CRADA or FIA, outlines Intellectual Property provisions	Option agreement containing the conceptual-level terms of a future license for Background Intellectual Property and/or Subject Inventions related to a technology partnership agreement.	No \$ exchanged	As negotiated
<b>License</b>	<b>License</b>	Provides for use by others of NREL technology for either research or commercial purposes	<p>Exclusive or non-exclusive agreement which allows a party to use Intellectual Property owned by the other for specified field of use and territory, with or without payment of royalties.</p> <p><b>Confidentiality:</b> Consult TTO regarding requirements to protect information (either provided by Sponsor or generated by the work)</p>	As negotiated	As negotiated