

# Policy on Partnerships

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Fermilab Partnerships Policy 12.1

Issued 19 December 2014

Updated 30 June 2020

## 1. Purpose

This policy establishes the principles of engagement for forming and executing partnerships between Fermi Research Alliance, LLC (FRA), as operator of Fermi National Accelerator Laboratory (Fermilab), and external entities, including industry, universities, and other research organizations, both domestic and foreign.

## 2. Scope

This policy applies to all forms of partnerships and partnering agreements between the laboratory and other entities, including, but not limited to the following:

- a. Large research collaborations, both foreign and domestic, inclusive of Memoranda of Understanding (MOUs), Project Annexes, or other multi-party agreements
- b. Experimental use of facilities at the laboratory, inclusive of User Agreements, both proprietary and non-proprietary, and other site access agreements
- c. Strategic Partnership Projects (SPP) Agreements
- d. Cooperative Research and Development Agreement (CRADA), including the International Basic Science CRADA (I-CRADA)
- e. Other Agreements that may be authorized by the Department of Energy (DOE) for use at the laboratory, including but not limited to the Agreement for Commercializing Technology (ACT) and specialized SPP or CRADA agreements under an approved Master Scope of Work (MSW)

## 3. Applicability

This policy applies to Fermi Research Alliance, LLC and all its employees.

## 4. Effective date

This policy went into effect on December 19, 2014 and its update was effective on June 30, 2020.

## 5. Policy

- a. All partnerships must be consistent with U.S. Government policies and Department of Energy (DOE) mission priorities. Proposed partnerships should satisfy the following:
  - i. The partnership must advance one or more of the missions that have been authorized for the laboratory by the DOE.
  - ii. The partnership must provide an affirmative benefit to the DOE, the U.S. government, and/or the U.S. economy.
  - iii. The partnership must be consistent with the stated foreign policy and national security interests and priorities of the U.S. Government.
  - iv. The partnership must not create a future resource burden on a DOE Program Office, the laboratory, or Fermi Research Alliance, LLC.
- b. All agreements, both binding and non-binding, must be legally sound and shall be developed, executed, and managed in accordance with all requirements of the Prime Contract. In particular, the laboratory will:
  - i. Ensure fairness of opportunity for potential partners to work with the laboratory or access laboratory resources
  - ii. Avoid personal and organizational conflicts of interest in forming partnerships
  - iii. Comply will all applicable U.S. Government statues and Department of Energy procedures governing the transfer of intellectual property.
  - iv. Comply with all applicable environment, safety, and health standards
  - v. Comply will all applicable U.S. export control, counterintelligence requirements, and other safeguards and security requirements
  - vi. Comply with all Department of Energy policies and guidance related to engagement with a foreign entity, including Department of Energy Policy 485.1A” Foreign Engagements with DOE National Laboratories” and supplemental guidance issued by Secretary of Energy Dan Brouillette (listed in **8. Authorities** below)
  - vii. Protect the financial interests of the Department of Energy and Fermi Research Alliance through appropriate financial, indemnity, product liability, and property management provisions.

## 6. Definitions

“Cooperative Research and Development Agreement (CRADA)” refers to the Partnering Agreement that is used to perform cost-shared, collaborative research.

“Foreign Engagement” means any proposed agreement that requires Fermi Research Alliance, LLC to perform work for a foreign entity through an MOU, CRADA, SPP, Project Annex, or “other contractual instruments, but excluding User Facility Agreements.

“Foreign Entity” means (1) any foreign government or foreign government agency or instrumentality thereof; (2) any international organization; (3) any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its territories; (4) any form of business enterprise organized or incorporated under the laws of the United States or a State or other jurisdiction within the United States which is owned, controlled or influenced by a foreign government, agency, firm, or corporation; and (5) any person who is not a citizen or national of the United States.

“Intellectual Property” means the legal rights relating to inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets, and any other legally protectable information, including computer software.

“Memorandum of Understanding (MOU)” refers to any contractually non-binding agreement between Fermi Research Alliance, LLC and an external entity, including Memorandum of Agreement, Letter of Intent, Statement of Intent, Declaration of Principles, or other similar document, whatever its title.

“Partner” is the term used to refer to all parties who participate in a formal, collaborative relationship with Fermi Research Alliance, LLC, including Sponsors of a Strategic Partnership Projects (SPP) Agreement, Participants in a CRADA, or Users under a User Facility Agreement.

“Partnering Agreement” refers to all forms of legally binding agreements with external entities, including CRADAs, User Facility Agreements, and SPPs, and excluding procurement instruments and licensing agreements.

“Strategic Partnership Projects (SPP)” refers to the Partnering Agreement that is used to perform work for other entities on a fully reimbursable basis.

“User Facility Agreement” refers to the Partnering Agreement that is used to support research collaborations and externally funded experiments that are performed on-site at Fermilab at a designated Scientific User Facility.

## 7. Responsibilities

The Laboratory Director is responsible for authorizing or delegating authority for establishing MOUs and Partnering Agreements with all domestic and international Partners.

The Head, Office of Partnerships and Technology Transfer is responsible for administering the Partnership Management System for the laboratory.

**8. Authorities**

Department of Energy Policy 485.1A regarding “Foreign Engagements with DOE National Laboratories (Updated: 12/13/2019)

Deputy Secretary of Energy Memorandum regarding “Department of Energy International Science and Technology Engagement Policy” (Issued: 12/14/2018)

Secretary of Energy Memorandum regarding “Science and Technology Risk Matrix Guidance” (Issued: 12/13/2019)

DOE Order 481.1-E “Strategic Partnership Projects [Formerly Known as Work for Others (Non-Department of Energy Funded Work)] (Approved: 12/20/2018 and Updated: 12/13/2019)

DOE Order 483.1B “DOE Cooperative Research and Development Agreements” (Approved: 12/20/2016 and Updated: 12/13/2019)

Fermilab Governance Management System Policy #2017-05 “Policy on International Engagement” (Approved: 1/21/2020)

**9. Owner**

Responsibility for reviewing, updating and communicating changes to this policy rests with the Partnerships Management System Owner, presently the Head, Office of Partnerships and Technology Transfer.

**10. Review cycle**

This policy is to be reviewed every four years after issuance.

**11. Communication Plan**

The requirements of this policy shall be communicated to all employees, and periodic training shall be provided to Chiefs/Division Heads/Section Heads/Project Directors. This policy shall be available online in the Fermilab policy database. The Head, Office of Partnerships and Technology Transfer is responsible for the communication of this Policy.