



University of California  
Office of the President

Senior Vice President—Academic Affairs

Research Administration Office

# Memo Operating Guidance

No. 06-04  
November 3, 2006

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## CONTRACT AND GRANT OFFICERS

**Subject:** LBNL Joint Genome Institute User Agreement

Attached is the Lawrence Berkeley National Laboratory (LBNL) Joint Genome Institute (JGI) User Agreement for use by all University campuses who have researchers who want to access this facility. Unlike other LBNL User Agreements which have been signed by the Office of the President for use by all campuses, the JGI Agreement is required to be signed by each campus for each researcher wanting to access to this facility.

### Terms for Consideration:

The terms of this Agreement should be reviewed by potential researchers as “sequence and related information” used in performance of the Agreement will be publicly available. The JGI provides Unlimited Rights in Technical Data, as defined in Article VI, B. 1, “first produced or specifically used in the performance of this Agreement” to the Government. “Sequences and related information” made publicly available “may be used by anyone.” Specifically, Article VI. B. 2., Allocation of Rights, states that both the Government and the User

.....shall have Unlimited Rights in Technical Data first produced or specifically used in the performance of this Agreement. Sequences and related information that will be posted to GenBank or otherwise be made publicly available may be used by anyone ..... for any purpose, and may result in intellectual property rights accruing to such person or entity.

Thus, campus researchers should be advised not to bring any proprietary or confidential information to the JGI or use any data or materials in their work at the JGI for which they do not want the Government to have Unlimited Rights. Should your researchers have any questions about potential impact of these terms on their current research, patents, or patents pending, they should consult with the campus Technology Transfer Office.

In addition, Article VI, B. 5, Copyrighted Material, states that researchers should not knowingly deliver or furnish any copyrightable material under this Agreement without the approval of the Contracting Officer. The Agreement provides the Government with a royalty-free, nonexclusive, irrevocable license to “such copyrightable material.” Article VI, B. 6, Disclosure of Proprietary Data, provides a warning about not bringing Proprietary Data into this work as it will “be deemed Technical Data” and, thus, subject to the Government’s Unlimited Rights in such data.

\*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc’s.

C&G Memo 06-04

Nov. 3, 2006

Page 2

Contacts:

Further information about the JGI facility at LBNL is available on the website at:

<http://www.jgi.doe.gov/programs/index.html>. Campus researchers can also contact Jim Bristow at: (925) 296-5609.

The User Agreement is signed by the campus Contract and Grant Officer, not the Researcher.

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Enclosure

Cc: Jeff Weiner