

Memorandum of Agreement
between
Lawrence Livermore National Security, LLC
and
Chabot-Las Positas Community College District

This Memorandum of Agreement (MOA) is made and entered into by and between Lawrence Livermore National Security, LLC (LLNS) which operates and manages Lawrence Livermore National Laboratory (LLNL) for the U.S. Department of Energy National Nuclear Security Administration (DOE/NNSA) under Prime Contract No. DE-AC52-07NA27344 (hereinafter this relationship will be simply referred to as “LLNL”), and Chabot-Las Positas Community District (the “College District”), a state entity created in accordance with Title 5 of the California State Education Code and a fully accredited community college district established within the Community Colleges of California.

RECITALS

The goal of this MOA is the formalization of a collaborative effort in which the capabilities of LLNL and the College District are utilized to promote science, technology, engineering and math (STEM) educational and training development opportunities within the region. LLNL and the College District will, together, explore new opportunities to enhance the education and training of College District students in the areas of STEM and the relevant technical guilds, and to help facilitate the utilization of technologies in the private sector. This MOA will serve as an effective model of collaboration between a national laboratory and a local community college district.

LLNL is a multi-disciplinary scientific research laboratory managed by LLNS for the DOE/NNSA. The Laboratory’s scientific expertise includes the following: nuclear science and technology, lasers and electro-optics, computer simulation of complex systems, advanced sensors and instrumentation, biological and environmental sciences, and advanced process and manufacturing technology.

The College District provides quality education to more than 18,000 Bay Area residents and consists of two colleges located in Livermore and Hayward. Each college is fully accredited and offers Associates of Arts and Associates of Science Degrees as well as shorter-termed Certificate Programs. The College District’s major mission is to create a learning-teaching environment to allow equal access to education and training necessary by residents of the community to achieve their personal and professional goals, while improving the general condition of the California economy.

OBJECTIVES

1. Provide a forum for collaborative efforts in evaluating the future scientific, technical and industrial workforce skill needs of LLNL, the DOE national laboratories, and California and U.S. industries.

2. Work together to identify and apply joint capabilities and resources that can provide unique, innovative technical training and retraining opportunities for students and journeymen to help meet the present and future scientific and industrial needs of LLNL, the DOE national laboratories, California and U.S. industries.
3. In furtherance of these objectives, promote cooperation with other educational institutions, including K-12 linkages, and community and regional resources and programs.

TERMS & CONDITIONS

1. Term. This MOA will be effective from the signing date of this MOA and remain in effect through December 31, 2013. This term may be extended for up to an additional five years by mutual written agreement of the Parties. Either Party may terminate this MOA without cause upon 90 days prior written notice to the other Party.
2. Amendment. No waiver, modification or addition to this Agreement shall be binding unless expressed in writing and signed by authorized representatives of the Parties.
3. Administration and Notice. Each Party will designate a single organization to serve as the administrative manager and institutional point of contact on all matters relating to collaborations under this Agreement.

For LLNL: Director, Strategic University Relations

For the College District: Chancellor, Chabot-Las Positas Community College District

4. Use of Name. Each Party understands and agrees that it may not use the name of the other Party or the name of employees of the other Party in connection with any advertising or other form of business promotion without the express written permission of the other Party. An announcement of the collaboration that has been approved by the Parties may be released to the professional and general press.
5. Independent Relationship. Each Party acknowledges that they are entering into this MOA in a spirit of cooperation. While the Parties to this agreement believe that it is desirable that both Parties be able to contribute as effectively as possible to the collaborative effort, it is understood that neither can make promises in advance to commit specific resources. Each does, however, pledge to use its best effort to identify and secure sufficient support for the proposed activities. LLNL is funded by the DOE/NNSA on a year-to-year basis and the availability of funds for this MOA is dependent on the U.S. Congressional appropriation process and DOE/NNSA of LLNL education programs. It is further acknowledged that the Parties are entering into this agreement with the understanding that it is not intended to be legally binding on either Party.
6. Limitation. This Agreement is not an instrument to be used for the transfer of funds or equipment. Separate instruments traditionally used by either Party for such purposes will be used to initiate such transfer, after consultation. Each Party shall bear its own expenses, costs, risks and liabilities arising out of its respective efforts under this MOA,

and neither Party shall make any claims against the other for any such expense, costs, risks or liability.

7. Intellectual Property. Each Party agrees that intellectual property ("IP") development is not expected, but if IP were developed as a result of this MOA that it would be the subject of a specific IP agreement that is in concert with notions of fairness and with Contract 44.

8. Publication. In the event that either Party publishes information related to specific collaborative work, in whole, or in part, credit and co-authoring of work will be provided to both Parties. Established LLNL review and release processes must be completed prior to publication.

9. Proprietary Information. In the event that either Party desires to share proprietary information with the other Party in furtherance of the collaboration, a specific non-disclosure agreement will be developed to fit the circumstances of the perceived need for the information on a case-by-case basis.

10. Prior Representation. Unless otherwise specified, this MOA embodies the entire understanding between both Parties and any prior representation is hereby superseded.

IN WITNESS WHEREOF, the undersigned have executed this MOA in duplicate as of the date below.

Joel L. Kinnamon
Chancellor
Chabot-Las Positas Community
College District

Steven D. Liedle
Deputy Director
Lawrence Livermore National
Laboratory

Date: June 25, 2008

Date: _____