

Erik DeBenedictis · 12 mo ago



I dug up some additional information that sheds a lot of light on the concerns expressed elsewhere in this plug. The Sandia documents are actually derived from a Honeywell employee agreement on the web

http://www51.honeywell.com/hrsites/newhire/documents/us/US_Internal_Non_California.pdf and differs by changing the name of the company and a few other terms. If you'd like to know the differences exactly, see <http://www.debenedictis.org/erik/EmployeeAgreement/Sandia%20Aggt%20Diff%20Honeywell.pdf>.

Another big clue is that the California version of the Sandia agreement contains a fragment of the page footer from the Honeywell document, specifically the **bold** portion in the fragment below. This indicates nobody read the agreement.

(a) Submit to NTESS's Review and Approval Process and to my supervisor for approval for publication or oral dissemination; **IP Agreement – US-CALIFORNIA ONLY - NH Page 4 of 7 Revised 10-01-2015 #307515**

Furthermore, I do hereby:

(a) Assign all right, title and interest in and to the copyright in all such works to NTESS; and

The information above impacts how we should see the concerns in the thread above. For better or worse, somebody made the decision to impose the Honeywell agreement on Sandia. Questions about the appropriateness of any specific provision in the agreement can be answered with "that's what Honeywell did."

I did some research on whether there are differences between Honeywell and Sandia that would preclude use of the same agreement for both. I found that there are, and can supply references if somebody asks. The principal purpose of the Honeywell agreement is in paragraph (2) and it is to prevent inventors from quitting Honeywell and patenting inventions for themselves or a successor company, depriving Honeywell of valuable IP. However, nearly all inventions at Sandia are owned by the US Government. If a Sandian quits and wants to patent something invented while working at Sandia, the former employee can ask the government for an "IP waiver" just as Sandia must do, and the former employee is just as likely to get the waiver as Sandia. The agreement would seem to give Sandia a stronger hand than the government intended in getting control of a former employee's invention. However, I want to be careful not to portray this as some sort of devious plot due to evidence that the agreement was not read carefully by Sandia after the modifications were made.

I did not know who was involved other than Dave Douglass from his company wide e-mail and [REDACTED] with the training. However, after sending a rather strongly worded e-mail to [REDACTED], she forwarded my e-mail, copy to me, to the following people: [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] This looks like the team for addressing concerns.

While the following somewhere between speculation and obvious, it seems this agreement originated with new people from Honeywell and includes the involvement of [REDACTED] from Sandia legal. However, the wholesale adoption of the Honeywell agreement and the errors do not seem to be the style of Sandia legal, which is why I said above that we should see this agreement as the result of a decision to impose the Honeywell agreement on Sandia.

Erik