

DAHLGREN DIVISION
NAVAL SURFACE WARFARE CENTER
Dahlgren, Virginia 22448-5100



NSWCDD/MP-02/26

**COOPERATIVE RESEARCH AND DEVELOPMENT
AGREEMENT (CRADA) GUIDEBOOK**

BY EDWARD C. LINSEMEYER AND RAMSEY D. JOHNSON
DOMESTIC TECHNOLOGY TRANSFER PROGRAM

MAY 2002

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13. ABSTRACT (Maximum 200 words) Authorization for Government-operated Federal laboratories to enter into Cooperative Research and Development Agreements (CRADAs) was initially provided by the Stevenson-Wydler Technology Innovation Act of 1980, which was amended by the Federal Technology Transfer Act of 1986. The Department of Defense (DoD) and the Department of the Navy (DoN) have each issued specific guidelines governing technology transfer. This guidebook was prepared for the Naval Surface Warfare Center, Dahlgren Division (NSWCDD), Dahlgren, Virginia, and provides guidelines concerning responsibilities, requirements, options, types, format, and contents of CRADAs.				
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FOREWORD

Government-operated Federal laboratories are permitted to enter into Cooperative Research and Development Agreements (CRADAs) under the Stevenson-Wydler Technology Innovation Act of 1980, with subsequent statutory amendments (Title 15 U.S. Code Section 3710a), and Executive Order 12591, Facilitating Access to Science and Technology. CRADAs are permitted with other Federal laboratories, state or local governments, universities, and the private sector.

The Department of Defense (DoD) Domestic Technology Transfer Program Directive (DoD Directive 5535.3 of May 21, 1999) and SECNAV Instruction 5700.16A of 7 March 2000 on Domestic Technology Transfer issue this authority and provide policy and general guidance for Department of the Navy (DoN) components.

This CRADA guidebook was prepared to facilitate the preparation of CRADAs for the Navy Surface Warfare Center, Dahlgren Division (NSWCDD), by providing guidelines concerning responsibilities, requirements, options, types, format, and contents of such agreements.

Approved by:



C. A. KALIVRETENOS, Head
Systems Research & Technology Department

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**COOPERATIVE RESEARCH AND
DEVELOPMENT AGREEMENT (CRADA) GUIDEBOOK**

GENERAL GUIDANCE

AUTHORIZATION

The Stevenson-Wydler Technology Innovation Act of 1980, subsequent statutes (codified in Title 15 U.S. Code Section 3710a) and Executive Order 12591, *Facilitating Access to Science and Technology*, permit Government-operated Federal laboratories to enter into Cooperative Research and Development Agreements (CRADAs) with other Federal agencies, units of state or local governments, industrial organizations (corporations, partnerships, limited partnerships, and industrial development organizations), public and private foundations, nonprofit organizations (universities), and/or other persons (including licensees of inventions owned by the Federal agency).

The Department of Defense (DoD) Domestic Technology Transfer Program Directive (DoD Directive 5535.3 of May 21, 1999) and SECNAV Instruction 5700.16A of 7 March 2000 on Domestic Technology Transfer issue this authority and provide policy and general guidance for Department of the Navy (DoN) components.

CRADA HIGHLIGHTS

A CRADA is an agreement between one or more Federal laboratories and one or more non-Federal collaborators to perform cooperative and mutually beneficial research and development (R&D).

Under a CRADA, the Naval Surface Warfare Center Dahlgren Division (NSWCDD) can provide personnel, services, facilities, equipment, or other resources with or without reimbursement.

NSWCDD cannot provide funds to non-Federal collaborators of a CRADA.

Non-Federal collaborators may provide funds, personnel, services, facilities, equipment, or other resources toward the conduct of specified research or development efforts.

A CRADA is not a procurement contract, grant, or cooperative agreement.

A CRADA is not governed by the Federal Acquisition Regulations (FAR) and the DoD FAR Supplement.

CRADA BENEFITS

Technology Leveraging

A means of utilizing non-Navy resources to augment DoD sponsorship of promising technologies to accelerate their development.

Industrial Growth

An opportunity to generate new and improved products or processes to enhance economic competitiveness of non-Federal collaborators.

Quick and Simple

A legal document that can be easily understood and quickly implemented.

CRADA REQUIREMENTS

R&D conducted under a CRADA must be consistent with the mission of NSWCDD.

The NSWCDD Commander has approval authority for CRADAs.

NSWCDD conducts a legal review of each proposed CRADA for compliance with the law and appropriate conflict-of-interest statutes.

No individual or organizational conflict of interest may exist in the execution of a CRADA.

CRADAs need not be competitive; however, it is strongly recommended that multiple potential sources be considered to the extent practicable before selecting a collaborator and negotiating a CRADA. The intent is to obtain the best collaborator for the Navy and avoid any partiality.

CRADAs may not be used to limit competition among sources in any subsequent procurement in the same area.

CRADA objectives should be mutually beneficial to and protect the interests of all collaborators to the agreement. CRADAs should be prepared with technical, legal, and management support from all collaborators.

CRADA collaborators will mutually provide each other a Confirmatory License Agreement for any nonexclusive license granted under the CRADA.

The U.S. Trade Representative and the appropriate Navy Foreign Disclosure Official must review CRADAs with entities that are directly or indirectly controlled by a foreign company or government, as required by Executive Order 12591, Section 4(a).

CRADA COLLABORATIONS

CRADAs represent an opportunity for participants to more effectively and efficiently leverage complementary technical strengths to achieve mutually beneficial objectives. CRADA collaborations often result from the following types of interactions:

- Awareness of common interests via conferences and publications
- Announcements in the Commerce Business Daily (CBD) that directly seek non-Federal collaborators for cooperative research in a specified field of interest
- Access to Technology Application Assessments (TAAs), descriptions of NSWCDD technologies available for licensing and development
- Information searches that lead non-Federal researchers to NSWCDD patents and technologies

POLICY FACTORS

Statute requires that all CRADAs include provisions whereby the Government retains or acquires at least a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world by or on behalf of the Government any invention made by a Federal employee, or by a collaborating party, or by an employee of a collaborating party that is conceived or first actually reduced to practice in the performance of work under the CRADA.

Royalties or other income received from the licensing or assignment of inventions under CRADAs are retained by NSWCDD and shared with the inventor(s).

CONSIDERATIONS FOR NAVY COLLABORATORS

REQUIREMENTS

Give special consideration to small business firms and consortia involving small businesses.

Give preference to business units located in the United States (U.S.) that agree that products embodying inventions made under the CRADA or produced through the use of such inventions will be manufactured substantially in the U.S.

CRADAs with collaborators that may be Foreign-Owned, -Controlled, or -Influenced (FOCI) organizations are non-Standard CRADAs and must have concurrence review by the U.S. Trade Representative and the appropriate Navy Foreign Disclosure Official.

Protect, as directed by statute, from disclosure under the Freedom of Information Act (FOIA) trade secrets or commercial or financial information obtained in the conduct of research under a CRADA for a period of up to 5 years.

Safeguard classified information and unclassified sensitive information. CRADA collaborators requiring access to classified information must comply with current security procedures for handling and protecting classified information. In such cases, NSWCDD must prepare a DD Form 254.

OPTIONS

Under a CRADA, NSWCDD may

Grant, or agree to grant in advance to a collaborating party, patent licenses or assignments, or options thereto, in any invention made wholly or partially by a Federal employee under the agreement, retaining a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced worldwide by or on behalf of the Government, and such other rights NSWCDD deems appropriate.

Waive in advance, wholly or a partially, any right of ownership that the Federal Government may have to any invention made under the agreement by a collaborator or employee of a collaborator, subject to the reservation of Government rights as mentioned above.

Consistent with established NSWCDD requirements and standards of conduct, permit employees or former employees to participate in efforts to commercialize inventions made while in the service of the U.S.

GENERAL INFORMATION

CRADA TYPES

In general, the subject matter and purpose of the four prevalent categories of Navy CRADAs are: (1) co-developing and marketing a product, (2) co-developing and/or modifying and marketing software, (3) using Navy facilities, and (4) supplying funds for R&D to be performed by the Navy. These are only examples of generic CRADAs; CRADA topics may vary as warranted.

AGREEMENT PROCEDURES

Information

CRADA information is available from the NSWCDD Technology Transfer Offices (Dahlgren - Code B04TT; Panama City - Code R20) and the NSWCDD CRADA Coordination Offices (Dahlgren - Code D1A; Panama City - Code R20).

Coordination Offices' Responsibilities

Prepare agreements for respective sites based on CRADA proposal forms submitted by technical staffs. See Appendix A Worksheet, Parts A and B. The proposal information will be integrated into a CRADA document, per Appendix B articles.

Consult with NSWCDD and ONR technical and legal staffs, as necessary, to ensure compliance with Navy requirements.

Negotiate specific terms and conditions of proposed agreements as necessary.

Maintain a central file of all approved NSWCDD agreements.

Provide to ONR 362 a copy of all agreements (hard copy and electronic) within 10 working days of agreement approval, and enter in the Navy DTTIS database within 30 days.

Technical Staff Responsibilities

Submit proposed agreements to the local CRADA coordination office in accordance with the proposal format. See Appendix A Worksheet, Parts A and B.

Provide annual status and supplementary information to the CRADA Coordination Offices as required.

Legal Staff Responsibilities

Provide written legal review and approval (Dahlgren - Code XDC1; Panama City - Code CP20LO)

**COOPERATIVE RESEARCH AND DEVELOPMENT
AGREEMENT (CRADA)**

PROPOSAL WORKSHEET
(Parts A and B)

(Note: The Appendix A worksheet is available from the ORTA Offices in a PC MS Word format file. To obtain the electronic file, or if you have any comments or questions, please contact the following: (1) ORTA Manager at Panama City---Code R20, telephone (850) 234-4161 or facsimile (850) 235-5374, or (2) Deputy for Small Business at Dahlgren---Code D1A, telephone (540) 653-4806 or facsimile (540) 653-6808.)

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT PROPOSAL WORKSHEET Part A (Cover Page)	Date Received	File Number
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Instructions: Employees of NSWCDD and its Tenant Commands should complete worksheet Parts A and B when proposing a Cooperative Research and Development Agreement (CRADA). Part A (cover page) should be printed, signed by both the Navy employee and the non-Navy employee proposing the CRADA, and submitted with Part B via the Navy employee's chain of command to the Deputy for Small Business, Code D1A, Dahlgren, or the ORTA Manager, Code R20, CSS. Non-Navy employee should provide a copy of this completed form to own employer to advise of CRADA intent.

Part I. COLLABORATORS

1. NAVY COLLABORATOR

Name: _____

Location (Address): _____

2. NON-NAVY COLLABORATOR

Name: _____

Location (Address): _____

Part II. PURPOSE OF COLLABORATION

Describe the nature and intent of this proposed transfer of technology: _____

Part III. CONTACTS

1. NAVY TECHNICAL CONTACT

Name: _____

Location (Department): _____

Phone and Facsimile Numbers: _____

2. NON-NAVY TECHNICAL CONTACT

Name: _____

Location (Department): _____

Phone and Facsimile Numbers: _____

3. NON-NAVY LEGAL CONTACT

Name: _____

Location (Department): _____

Phone and Facsimile Numbers: _____

Part IV. SIGNATURES

I am proposing the CRADA described herein:

NAVY EMPLOYEE _____

NON-NAVY EMPLOYEE _____

I am aware of the proposed CRADA described herein:

NAVY BRANCH HEAD (next in chain) _____

NAVY DIVISION HEAD (next in chain) _____

(comments may be attached to this form)

**NAVAL SURFACE WARFARE CENTER DAHLGREN DIVISION
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)
WORKSHEET Part B**

Worksheet Part B, in conjunction with Part A (cover page), is used in the Office of Research and Technology Application (ORTA), Coastal Systems Station and by the Deputy for Small Business at Dahlgren, VA to draft a Cooperative Research and Development Agreement. A MS Word electronic version of both parts of the worksheet is available to facilitate the proposal preparation. To obtain the electronic file, or if you have any comments or questions, please contact the following: (1) ORTA Manager at Panama City---Code R20, telephone (850) 234-4161 or facsimile (850) 235-5374, or (2) Deputy for Small Business at Dahlgren---Code D1A, telephone (540) 653-4806 or facsimile (540) 653-6808.

Instructions: Both paper and electronic versions are requested when the CRADA worksheet application is submitted. Navy Technical Contact and Non-Navy Technical Contact should work together and consolidate their respective information to complete and submit one worksheet (Part A and Part B). Fill in each section with the requested information. You are not limited by the space provided below. The most important item is that collaborators mutually develop a good Statement of Work before completing the CRADA worksheet. Upon completion, the worksheet should be submitted to the ORTA Manager, Code R20 at CSS, or the Deputy for Small Business, Code D1A at Dahlgren.

1. INTRODUCTION

Full name and address of Navy Collaborator (*mailing to NSWCDDCSS, NSWCDDDL or NSWCDDDN*):

Full name and address of Non-Navy Collaborator (*if a division or part of a parent company, please state, e.g., "Jones and Smith, Incorporated, a subsidiary of Zimmerman Company"*):

Headquarters location of Non-Navy Collaborator (*this is not necessarily the "mailing" address, and it may be a foreign country*):

2. SUMMARY

The information provided here is for public release. It will be submitted to the Office of Naval Research in a cover letter as part of the registration of the CRADA. The Navy Technology Transfer Office will submit this for release authorization via the NSWCDDCSS or NSWCDDDL Public Affairs Office, as applicable.

This is an executive summary, preferably in layman's terms, of the intent and nature of the work to be done and how the Collaborators will participate and benefit. The Summary is not included in the CRADA and is not to be used as a binding requirement of the Agreement. This summary will be used: (1) in internal documents and public releases from the Office of Naval Research; and (2) in internal documents and public releases from both the Navy and Non-Navy Collaborators. This information will be available for public release, even if the identity of the Non-Navy Collaborator is protected from disclosure:

3. PREAMBLE

The PREAMBLE is used to discuss why the Collaborators are getting together and define what unique capabilities, expertise, and facilities that are forming a basis for the Cooperative Research that is to be done. Define what the Collaborators hope to obtain as an end product of the cooperative research.

- a. Technology area or "program" under which the Navy Collaborator's research will be conducted (*e.g., High Voltage Connector Technology, AN/SLQ-32 Program, etc.*):
- b. What is the Navy Collaborator bringing to this Agreement?
- c. What is the NSWCDD/Navy's interest in the Cooperative Research to be performed?
- d. The Non-Navy Collaborator is (select one):
 - (1) a U. S. commercial business whose Standard Industrial Classification (SIC) Code is {specify} for the commercial product {identified} to be developed as a result of this Collaborative Research;
 - (2) a non-profit or not-for profit entity under U. S. law;
 - (3) a U. S. public or private educational institution;
 - (4) a state or local government entity of the U. S.;
 - (5) a foreign owned, controlled or influenced entity (if so specify, state nature of organization and identify the country. [If this is the answer, this will be a NON-STANDARD CRADA.]
- e. What is the Non-Navy Collaborator bringing to this Agreement?
- f. What is the Non-Navy Collaborator's interest in the Cooperative Research to be performed?

4. OBJECTIVES

Describe the specific, realizable results or benefits to be gained by each Collaborator at the conclusion of this Agreement. State the desired final outcome by each Collaborator, including any intentions for commercialization, if appropriate. This information and the Statement of Work should define all sections of the cooperative work to be done by the Collaborators

5. RESPONSIBILITIES

This is the place to identify any special requirements for doing Cooperative Research at the Collaborators' facilities; this includes special clauses for third party contractor personnel. Any requirements for security clearance should be identified here. Clauses for special personnel insurance, security or damage deposits, visas, etc. should be identified for planning purposes.

- a. The Principle Investigator for the Navy Collaborator is:

Name:
Organizational Code:
Phone number:
Fax number:
Email address:

- b. List any special or unique Navy Collaborator facilities to be used for this Cooperative Research. Indicate if Non-Navy Collaborator will conduct Cooperative Research at the Navy Collaborator site or facility.
- c. List any security requirements by the Navy Collaborator (list and identify classification guidance):
- d. If service or support contractor personnel are being used by the Navy Collaborator to perform any portion of the cooperative work of this Agreement, identify the contractor name and contract identification number:
- e. The Principle Investigator for the Non- Navy Collaborator is:

Name:
Organizational Code:
Phone number:
Fax number:
Email address:

- f. List any special or unique Non-Navy Collaborator facilities to be used for this Cooperative Research. Indicate if Navy Collaborator will conduct Cooperative Research at the Non-Navy Collaborator site or facility.
- g. Security requirements by the Non-Navy Collaborator (list and identify guidance):
- h. Other Non-Navy Collaborator requirements for personnel doing the Collaborative Research:

6. NON-NAVY COLLABORATOR'S REPRESENTATIONS

- a. Non-Navy Collaborator's type of organization (e.g., corporation, partnership, University, etc.):

- b. State/Country under which Non-Navy Collaborator is organized, exists, or is "incorporated":

- c. Non-Navy Collaborator's type of leadership (e.g., Board of Directors, owner, President, etc.):

- d. Is the Non-Navy Collaborator a small business as defined in 15 U.S. Code 632 and the implementing regulations (13 CFR 121.101 et seq.) of the Administrator of the Small Business Association?

7. FUNDING

Describe any funding and/or equivalent dollar value of any resources to be provided by the Collaborators. Either Collaborator may provide personnel, services, facilities, equipment, or other resources in performing the CRADA. Also, the Navy Collaborator may receive funds from the Non-Navy Collaborator, but is not permitted to provide funding to the Non-Navy Collaborator under a CRADA.

- a. Identify any government source and funding amount for NSWCDD to perform this cooperative work. When are those funds to be received?

- b. Non-Navy Collaborator's funding to Navy Collaborator (If no funding is to be provided by *Non-Navy Partner*, enter "No Funding") List the amount to be paid, identify the task for which payment is made, the schedule of the tasks, and date of payment, or, if preferred, the date and amount of each scheduled payment.

- c. Non-Navy Collaborator's funding-equivalent of personnel, services, facilities, equipment, or other resources to be used in support of the CRADA.

8. REPORTING

- a. Enter the number or frequency of written reports each Collaborator will submit to the other during this Agreement on its work and the results being obtained (*only the Collaborator producing data is required to provide reports; however, both Collaborators may provide reports*):

Navy Collaborator will provide _____ report(s)

Non-Navy Collaborator will provide _____ report(s)

- b. The Navy Collaborator will provide annual status reports (based on CRADA approval date) to the applicable CRADA Coordination Office:
- (1) ORTA Manager at Panama City---Code R20, telephone (850) 234-4161 or facsimile (850) 235-5374, or email LinsenmeyerEC@ nsc.navy.mil
 - (2) Deputy for Small Business at Dahlgren---Code D1A, telephone (540) 53-4806 or facsimile (540) 653-6808, or email jhoward@nswc.navy.mil

9. PREEXISTING NON-SUBJECT INVENTIONS PERTINENT TO THE COOPERATIVE WORK

- a. For NSWCDD (CSS/DL/DN), list Invention Title, inventor name(s), patent number, or Navy case number if an Invention Disclosure, or Patent Application Serial Number, and date of issue (for patents only).
- b. For Non-Navy Collaborator, list Invention Title, inventor name(s), patent number, or organizational identification if an Invention Disclosure, or Patent Application Serial Number, and date of issue (for patents only).

10. LICENSES

Does this CRADA involve the licensing of (an) existing Navy patent(s)? If yes, identify and enclose a copy of the licensing agreement.

11. NOTICES

Name and Express Mail usable mailing address - no P.O. boxes - for Non-Navy Collaborator's receipt of any notices pertaining to or required by this Agreement (*this may be the same person signing the Agreement*):

12. DURATION

Specify length of effectiveness, or expiration date, of Agreement (e.g., one year, two years, 31 May 2002, etc.):

13. STATEMENT OF WORK

List the division of responsibilities, what each Collaborator is doing or providing, and the schedule. You MUST state any actual, or the possibility of, animal or human testing under the Collaborator responsible for those clearances (the use of "bullets" to itemize each specific responsibility is suggested):

Navy Collaborator will:

Non-Navy Collaborator will:

The Collaborators will jointly:

APPENDIX B

**NAVAL SURFACE WARFARE CENTER
DAHLGREN DIVISION (NSWCDD) STANDARD COOPERATIVE
RESEARCH AND DEVELOPMENT AGREEMENT (CRADA) ARTICLES**

PREAMBLE: Identifies the Navy and non-Navy collaborators for this CRADA. Provides background information on the Federal Technology Transfer Act of 1986, Navy collaborator and the technologies available for transfer under this CRADA and non-Navy collaborators and their planned use of the technologies.

Article 1: Definitions—Defining exactly what is meant by certain key words that will be used throughout the CRADA; e.g., data, Government purpose rights, or proprietary information.

Article 2: Objectives—Objectives to be accomplished in this CRADA.

Article 3: Responsibilities—Specific responsibilities for both Navy and non-Navy collaborators in the performance of this CRADA.

Article 4: Representations and Warranties—Information on what Navy and non-Navy collaborators represent and warrant. The non-Navy segments contain such items as identification of business, type of business (not foreign-owned, small business, etc.), and legal authority.

Article 5: Funding—Identification of funding arrangements and cost responsibilities.

Article 6: Reports and Publications—Frequency of and method by which reports will be provided by both Navy and non-Navy collaborators, agreement to confer before publication, and classification requirements.

Article 7: Intellectual Property—Ownership, rights and uses for data, copyrights, and patent rights.

Article 8: Tangible Property—Title to property developed, costs incurred, and reference to property disposal laws and regulations.

Article 9: Liability—Government liability, Non-Navy collaborator liability, and Force Majeure.

Article 10: General Provisions—Characteristics of the agreement, agreements between partners, disposal of hazardous substances, officials not to benefit, U.S. competitiveness and public release of this agreement document clauses.

Article 11: Modifications and Notices—Procedures and addresses for notices.

Article 12: Surviving Provisions—Articles 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 survive the completion, termination, or the expiration of the agreement.

Article 13: Duration—Effective date for this CRADA and duration of the CRADA.

Article 14: Signatures—Signatures of official Navy and non-Navy collaborators.

Appendix A: Statement of Work

Appendix B: Confirmatory License Agreement

DISTRIBUTION

	<u>Copies</u>		<u>Copies</u>
DOD ACTIVITIES (CONUS)			
ATTN 04 COMMANDER NAVAL SURFACE WARFARE CENTER WASHINGTON DC 20362-5101	1	ATTN CODE XPAOY (TECHNICAL LIB) CODE R20 COMMANDING OFFICER CSSDD NSWC 6703 WEST HWY 98 PANAMA CITY FL 32407-7001	1 50
ATTN 011 011F COMMANDER CARDEROCK DIVISION NAVAL SURFACE WARFARE CENTER BETHESDA MD 20084-5000	1 1		
		NON-DOD ACTIVITIES	
		THE CNA CORPORATION PO BOX 16268 ALEXANDRIA VA 22302-0268	1
ATTN SPO-T COMMANDER CRANE DIVISION NAVAL SURFACE WARFARE CENTER CRANE IN 47522	1	ATTN GIFT AND EXCHANGE DIVISION LIBRARY OF CONGRESS WASHINGTON DC 20540	4
ATTN 02T COMMANDER PORT HUENEME DIVISION NAVAL SURFACE WARFARE CENTER 4363 MISSILE WAY PORT HUENEME CA 93043-4307	1	INTERNAL	
		B04TT (JOHNSON)	40
		B60 (TECHNICAL LIBRARY)	3
		D1A	30
		XDC1	2
ATTN 3330A COMMANDER INDIAN HEAD DIVISION NAVAL SURFACE WARFARE CENTER 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035	1		
OFFICE OF NAVAL RESEARCH DETACHMENT FOR INDUSTRIAL AND CORPORATE PROGRAMS BALLSTON CENTRE TOWER 1, ONR 36B 800 N QUINCY STREET ROOM 106 ARLINGTON VA 22217-5660	1		
DEFENSE TECHNICAL INFORMATION CENTER 8725 JOHN J KINGMAN RD SUITE 0944 FT BELVOIR VA 22060-6218	12		

