

# **Cooperative Research and Development Agreement (CRADA) Handbook**



**NGA/IB**

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# Contents

The purpose of this CRADA handbook is to provide general information to potential commercial or academic partners pursuing a CRADA effort with NGA.

The handbook consists of three parts:

- An introduction to technology transfer and CRADAs in NGA,
- A CRADA model, and
- A research plan model.

Please direct any questions to the NGA CRADA Program Manager at 703-735-3887.

# Technology Transfer and CRADAs in NGA

## 1.0 Introduction

### 1.1 Background

The creation of the National Imagery and Mapping Agency (NIMA) in 1996 centralized responsibility for imagery and mapping, representing a fundamental step toward achieving dominant battlespace awareness. NIMA was renamed the National Geospatial-Intelligence Agency in November 2003 to properly reflect our mission of combining imagery and geospatial expertise and to introduce a new intelligence discipline within the Intelligence Community (IC)-geospatial intelligence (GEOINT) that will support the warfighter and senior policy-makers. The Innovision Directorate (NGA/I) is developing and acquiring the technologies which enable this responsibility by implementing NGA's vision, "Know the Earth...Show the Way" and executing our strategic direction for seamless access to tailorable imagery, imagery intelligence and geospatial information. Leveraging commercial technology through industry partnerships is a critical component of the NGA/I investment strategy and business plan. Establishing strategic partnerships with industry to collaborate on technology development, support commercialization, and enable technology insertion into NGA systems, operations, and customer environments is the purpose of NGA technology transfer programs. The Cooperative Research and Development Agreement (CRADA) is one type of technology transfer (along with the SBIR and others) and is the focus of this handbook.

### 1.2 Technology Transfer in NGA

Technology transfer is the process by which existing knowledge, facilities, or capabilities developed under Federal research and development funding may fulfill public as well as private needs. Examples include:

- Transfer of technology primarily for non-government applications.
- Secondary applications of technology.
- Mission-related technology transfer between government activities.
- Ad hoc technical assistance.
- Collaborative research and development between government and non-government technical activities and user communities.

Consistent with national security objectives, the Department of Defense (DoD) technology transfer program supports a strong industrial base that may be utilized to supply DoD needs. That base is recognized as a key component of DoD laboratories and all other DoD activities that may make use of or contribute to domestic technology transfer. As a part of the DoD, NGA also makes use of the strong industrial base. The objective of the CRADA program technology

spin-off and spin-on program is to make the best possible use of national scientific and technical capabilities that could enhance the effectiveness of the DoD forces and systems. The office within NGA that manages cooperative research and development resides within the InnoVision Directorate, Office of Research and Development, Advanced Research and Development Division (NGA/IB).

## 2.0 CRADAs in NGA

### 2.1 CRADA Infrastructure

**Definition** - The Cooperative Research and Development Agreement (CRADA) is the primary contractual mechanism used in NGA for technology transfer. It is an Agreement between a prospective industry partner and the government in which research and development knowledge, facilities, resources, and/or capabilities are used in cooperation to the mutual benefit of both private and government sectors.

NGA uses CRADAs for its technology partnerships to transfer NGA technology, information, processes and expertise to the private sector, and to exploit commercial technology to advance NGA's vision and enhance NGA's operations. Particular emphasis is placed on R&D initiatives that are consistent with the U.S. Imagery & Geospatial Services (USIGS) technical reference model and associated standards in the USIGS technical architecture.

The CRADA is a flexible contract. Both Parties enter into the contract with the intention to complete the tasks defined. However, if either Party finds that the tasks are impossible to complete because of technical difficulties or diminished resources, that they may not be completed per expectation, or that there is no longer the interest in the technology transfer, the contract can be amended or cancelled.

**Authority** - The Federal Technology Transfer Act of 1986 provides authority for the establishment of a CRADA. It legislates the transfer of knowledge, facilities, and capabilities from government research laboratories to industry and the private sector within the US. The US industrial complex can benefit from the wealth of intellectual property generated within US federal agencies and laboratories. NGA uses the public law as a foundation for the partnerships, establishing the ground-rules that will be used by the industry partner and NGA during the execution of the CRADA.

Authority for committing the US government to a partnership with industry has been delegated to the Department and Agency level with subsequent authority to delegate signature authority down on a discretionary basis. In NGA, the AT Director holds CRADA signature authority.

**Teams** - After the CRADA is signed, a team is organized to implement a given CRADA. The NGA portion of the team consists of a lead from the CRADA Program, an attorney, the principal investigator, a technical point of contact (POC), and a security office POC. As required, a procurement office POC, commercial office POC, and/or technical consultants may be added. The industry partner portion of the team consists of a corporate POC, a principal investigator, and a technical POC. As required, other team members may be added.

The first responsibility of the team is to work together to develop a research plan consisting of (minimally)

- the tasks to be conducted,
- the security requirements and provisions required,
- the policy provisions regarding the release of NGA imagery and geospatial data required,
- the identification of the resources/facilities required, and
- the insertion points for CRADA development.

The CRADA lead provides the expertise and guidance regarding the use and application of the CRADA to specific industry relationships and collaborative technology developments. He/She also serves as a focal point to bring together potential industry partners with NGA offices for the purpose of conducting collaborative R&D, the commercialization of technology, and insertion of commercial technology into NGA systems and operations. NGA/IB is responsible for the technical, management, and administrative support to enable and sustain the CRADA process. This responsibility includes completing the documentation package and coordinating the execution.

The NGA Office of the General Counsel (OGC) works with the team and the industry partner to build the legal foundation for the CRADA. OGC provides the CRADA team with legal guidance in the development of the CRADA research plan and is responsible for the exceptions annex (Enclosure 2) to the CRADA package. In addition, OGC preserves NGA's interests and insures the law is properly applied to each relationship, provides guidance regarding any quid-pro-quo offered by an industry partner, and supports the NGA team during the intellectual property rights negotiation process.

The NGA principal investigator (PI) is responsible for developing the research plan with the industry partner and for technical oversight/guidance during the execution of the CRADA. This includes definition of the statement of work, tasks, schedules, resources, insertion strategy, etc. In addition, the PI provides inputs for reports as required, including metrics for semi-annual status reviews. The PI is typically a senior level technical or operational expert in the technology or research area under consideration.

The government and industry partner technical points of contact are responsible for input into the development of the research plan (with the two PIs) and day-to-day interaction during the execution of the CRADA.

The NGA security point of contact is responsible for the development of the security requirements and provisions required in support of the CRADA, based on the research plan and discussion with the CRADA team. The security lead prepares the DD-254 and attachments as enclosures to the CRADA.

## 2.2 CRADA Process

There are several ways to build a partnership leading to a CRADA. Either Party can solicit interaction at any time. Prospective CRADA industry partners are directed to the NGA web site for instructions, policy, and contact information for the CRADA program manager.

- The Broad Area Announcement (BAA) - NGA may issue a BAA in the Commerce Business Daily and/or other advertisement. The BAA is used to address a wide audience to solicit collaborative industry partners. The response will provide a list of interested Parties to consider. The BAA states the desired technology, relationship, and result.

- One on One (NGA to Industry) - In this approach, NGA has a technology and partner in mind. NGA, through the CRADA Program manager, discusses the potential for a partnership Agreement with the potential partner.

- One on One (Industry to NGA) - In this approach, a potential industry partner contacts the NGA CRADA Program manager with the idea for collaboration on a technology or help with commercialization of a technology. NGA determines any potential benefit to NGA and determines whether or not to proceed.

Following the establishment of the partnership, the CRADA document is formalized and signed. For NGA internal coordination, the completed package consists of a Staff Summary Sheet and the CRADA document, including the research plan, any exceptions and/or additions to the CRADA basic document, and the required security documents. NGA coordination of the package must include OGC, SIS, and IB and may include other offices as necessary.

The identification and commitment of NGA and industry partner resources is critical to the success of the CRADA. Each partner must identify the resources that will be committed to the Agreement. For NGA personnel this means the identification of the personnel, equipment, and facility resources required to execute the CRADA and obtaining a commitment for the resources consistent with the tasks and schedules. Note that the SSS will state "The resources are available within NGA/[\_\_\_\_] to execute the CRADA."

It is basic to the CRADA that the partnership be beneficial to both Parties. Therefore, it is incumbent upon the NGA CRADA team to insure that the benefits to NGA are consistent with the resources, expertise, and data provided for the execution of the CRADA. Return on investment can be equated in dollars to include royalties and licenses, technology transferred, operational capability achieved, and/or other metric used to determine the ROI. The PIs must identify insertion points of CRADA developments into NGA and report resultant benefits and lessons learned.

The CRADA team then develops and executes the research plan. The PIs generate status reports and metrics and coordinate them through the CRADA

Program manager. At the conclusion of the research plan, the team produces a final report. In most cases, the technology is then included in NGA implementation plans to further NGA's mission.

# CRADA Model

**Note: Any changes to this document will be negotiated between NGA/OGC and the industry partner's legal team.**

## **Cooperative Research and Development Agreement** **(CRADA) SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

For the  
National Geospatial-Intelligence Agency:

For the Collaborator:  
*Company*

\_\_\_\_\_  
***Name of NGA Executive***  
Director  
Innovision Directorate  
National Geospatial-Intelligence Agency

\_\_\_\_\_  
***Name of Collaborator Executive***  
*Title*

Date \_\_\_\_\_

Date \_\_\_\_\_

Mailing Address Notices:  
NGA:  
CRADA Manager  
National Geospatial-Intelligence Agency  
NGA /IB, MS DN-11  
12310 Sunrise Valley Drive  
Reston, VA 20191-3448

*Collaborator:*  
*Corporate POC name and*  
*address*

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT  
WITH THE  
NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY**

**Article 1. INTRODUCTION**

This Cooperative Research and Development Agreement (CRADA) between the National Geospatial-Intelligence Agency (NGA) and [\_\_\_\_\_] (hereafter “the Collaborator”) will be effective when signed by all Parties. The research and development project(s) which will be undertaken by each of the Parties in the course of this CRADA are detailed in the Research Plan which is attached as Enclosure 1.

**Article 2. DEFINITIONS**

As used in this CRADA, the following terms shall have the indicated meanings:

**2.1 “Cooperative Research and Development Agreement” or “CRADA”** means this Agreement, entered into by NGA pursuant to 15 U.S.C. Section 3710a.

**2.2 “Made”**, in relation to any invention, means the conception or first actual reduction to practice of such invention.

**2.3 “Principal Investigator” or “PI”** means the person designated respectively by each Party to this CRADA who will be responsible for the scientific and technical conduct of the research plan (Enclosure 1).

**2.4 “Project Team”** means all personnel assigned by the Collaborator and NGA to work on the research plan designated in this Agreement; “Project Team” includes but is not limited to the Collaborator’s employees and contractors and NGA’s employees and contractors.

**2.5 “Proprietary Information”** means confidential scientific, business, government or financial information, which may embody trade secrets provided such information:

**2.5.1** Is not generally known or available from other sources without obligations concerning its confidentiality;

**2.5.2** Has not been made available by the owners to others without obligation concerning its confidentiality;

**2.5.3** Is not already available to the receiving Party without obligation concerning its confidentiality;

**2.5.4** Has not been developed independently by persons who had no access to the Proprietary Information; or

**2.5.5** May lawfully be withheld from disclosure under the Freedom of Information Act, 5 U.S.C. 552.

**2.6** “**Research Products**” means all tangible materials other than subject data first produced in the performance of this CRADA.

**2.7** “**Subject Data**” means all recorded information first produced in the performance of this Agreement.

**2.8** “**Subject invention**” means any invention made in the performance of research under this CRADA. Invention means any discovery which is or may be patentable under Title 35 U.S.C.

### **Article 3. COOPERATIVE RESEARCH**

**3.1 Statement of Work and Changes.** The SOW of this CRADA, its duration, and its objectives are detailed in Enclosure 1. The research under this CRADA shall be performed on a reasonable efforts basis. The contract can be amended or cancelled at any time with mutual consent of the Parties or by either of the Parties, in accordance with Article 9.1.

**3.2 Reviews and Reports.** Periodic conferences shall be held by NGA and the Collaborator to review work progress. Parties shall exchange formal written interim progress reports on a schedule agreed to by the PIs and written into the research plan, but at least every three months after this CRADA becomes effective. Such reports shall set forth the technical progress made, identify such problems as may have been encountered, identify any intellectual property developed, and establish goals and objectives requiring further effort. The Parties shall exchange final reports of their results within one month after completing the project(s) described in the SOW or after termination of this CRADA, whichever is earlier.

**3.3 Principal Investigators/Project Team.** NGA shall be the supervising federal agency, both administratively and scientifically, for this CRADA. The NGA PI is responsible for the scientific and technical conduct of this project on behalf of NGA. The Collaborator PI is responsible for the scientific and technical conduct of this project on behalf of the Collaborator. The Collaborator shall designate the project team in Enclosure 1 of this Agreement. Each Collaborator team member who participates in this CRADA shall avoid personal conflicts of interest and shall sign the “Collaborator Employee Conflict of Interest Statement.”

While at NGA, the project team shall pursue their activities at NGA on the work schedule and under the government security and conduct regulations that apply to NGA employees. Members of one Party's team, selected to work at the other Party's facility, will be subject to acceptance by the host Party; such acceptance shall not be unreasonably withheld.

**3.4 Eligibility for Participation in this Agreement.** Collaborator certifies the correctness of the eligibility information contained in paragraphs 2 and 3 of Enclosure 1. Collaborator agrees to notify NGA within 30 days should it become subject to the control of a foreign company or government at any time during this Agreement, or if any other change occurs relevant to Enclosure 1.

#### **Article 4. FINANCIAL OBLIGATIONS**

NGA's and Collaborator's respective contributions to the CRADA are listed in Enclosure 1. The Collaborator shall provide directly for travel and related expenditures for its project team. Payment schedules, if applicable, are also indicated in Enclosure 1. NGA shall not be obligated to perform any of the research specified herein or to take any other action required by this CRADA if Collaborator does not provide the contributions, if any, described in Enclosure 1. If the Collaborator's contributions include funds, the Collaborator shall, as of the effective date of this Agreement, establish a fund at NGA from which SOW expenses may be drawn. Use of this fund shall require the approval of both the Collaborator PI and the NGA PI. The Collaborator shall reimburse NGA for the cost of special supplies, special material, computation, technical assistance, and/or other special services provided to the project team which were not identified in Enclosure 1, but which have been approved by Collaborator. Upon termination, NGA shall return excess monies to the Collaborator when the final report pursuant to Article 3.2 is completed.

#### **Article 5. TITLE TO EQUIPMENT**

Equipment purchased by NGA with funds provided under this CRADA by the Collaborator shall be the property of NGA. All equipment provided under this CRADA by a Party remains the property of that Party unless the Parties agree in writing on some other disposition. Each Party's equipment will be returned to the lending Party at the lending Party's expense and risk as soon as practicable after termination of this Agreement. Each Party agrees to assume full responsibility for maintenance of loaned equipment and instruments and agrees to hold the lending Party free from liability for any loss thereof or damage to such capital equipment, normal wear and tear excepted.

#### **Article 6. TREATMENT OF PROPRIETARY INFORMATION**

**6.1 Protection.** Each Party agrees to limit its disclosure of proprietary information to the other to the amount necessary to carry out the SOW of this

CRADA. NGA may make the determination to exclude NGA-specific data from disclosure and provide replacement, usable, comparable data that are not NGA-specific. Each Party shall place a proprietary information notice on all information it delivers to the other Party under this Agreement, which the disclosing Party asserts is proprietary. Each Party agrees that any information designated proprietary shall be used only for the purposes described in the enclosed SOW. However, a receiving Party may object to the designation of information as proprietary information and may decline to accept such information. To the extent permitted by law, including the Freedom of Information Act (5 U.S.C. 552), proprietary Information, so designated, shall not be disclosed or otherwise made available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity without the consent of the disclosing Party. Each Party agrees to use its best efforts to maintain the confidentiality of proprietary Information. A receiving Party will promptly notify the disclosing Party of requests for its proprietary Information. The disclosing Party agrees that the receiving Party is not liable for the disclosure of information designated as proprietary which, after notice to and consultation with the disclosing Party, the receiving Party determines may not lawfully be withheld or which a court of competent jurisdiction requires disclosure.

**6.2 Limitation on Disclosure.** NGA will not provide, nor is the Collaborator authorized to accept, any information that relates to planning, budgeting, requirements (current and/or future), or specification issues at NGA. Additionally, the release of and/or subsequent acceptance by Collaborator of any data that could enhance the position of the Collaborator with respect to future procurements, or any data that could give the Collaborator any advantage, or perception of advantage, in competing fairly in a full and open competition for procurement, is strictly forbidden and may result in immediate termination of this Agreement. Any information that is source-selection sensitive, as defined under the Procurement Integrity Act 41 U.S.C. 423, that comes to the attention of the Collaborator through the CRADA process, must immediately be reported in writing to the NGA signatories. Although organizational conflict of interest issues may otherwise exist, the above is intended to address issues associated with the Procurement Integrity Act and is not intended to impose any additional organizational conflict of interest restraints on Collaborator's eligibility for future contracts or subcontracts.

**6.3 Duration.** The obligation to maintain the confidentiality of the proprietary information shall expire at the earlier date of when the information is no longer proprietary information as defined in Article 2.5 or five years after the expiration or termination of this CRADA. The Collaborator may request an extension to this term when necessary to protect proprietary information relating to products not yet commercialized.

## **Article 7. INTELLECTUAL PROPERTY**

**7.1 Reporting.** Each Party shall report in writing to the other Party each subject invention disclosed to it by its employees or project team members within 30 days of said disclosure. Pursuant to 35 U.S.C. 205, such reports shall be maintained as confidential by the receiving Party until such time as a patent or other intellectual property application claiming that subject invention has been filed.

**7.2 Assignment Obligations.** Each Party shall ensure that all personnel under their control: (a) report any subject inventions they make to that Party within 30 days, and (b) sign any documents necessary or desirable for the filing and prosecution of patent applications. If any project team member is not the Collaborator's employee, the Collaborator shall require the member to agree in writing to assist the Collaborator in fulfilling all of its patent responsibilities under this CRADA.

**7.3 Treatment of Subject Data.** NGA and the Collaborator agree to exchange all subject data. NGA and Collaborator shall each have the right to use all subject data for their own purposes, consistent with their obligations under this Agreement. Pursuant to 15 USC 3710a(c)(7)(B), NGA will apply appropriate protections to withhold subject data from third parties under the Freedom of Information Act for five years beginning when the parties mutually conclude that the subject data is in its final form for purposes of this CRADA.

**7.4 Ownership of Research Products.** Except as provided for in Articles 7.6 and 7.7, NGA and the Collaborator agree to exchange samples of all research products. Both Parties shall agree when research products are jointly created and jointly owned property. Research products will be shared equally by the Parties unless the Parties agree in writing to other disposition. Subject to these sharing requirements, the research products created under this CRADA are the jointly owned property of the Parties. The Parties agree to make mutually acceptable arrangements for the disposition of unique or hard-to-replace research products. NGA and the Collaborator agree that neither Collaborator's proprietary software products, nor enhancements to Collaborator's proprietary software products, developed pursuant to this CRADA are "research products" or "subject inventions," as defined in sections 2.6 and 2.8, respectively. NGA and the Collaborator further agree that all software and documentation originated and developed by Collaborator prior to commencement of this CRADA and furnished to NGA by Collaborator in the performance of its obligations under this CRADA, shall remain the property of Collaborator, provided that Collaborator grants to NGA a non-exclusive, irrevocable, paid-up license to use or practice the software and documentation for those number of software licenses provided to NGA pursuant to this CRADA, or subsequently purchased by NGA. All intellectual property rights in Collaborator's proprietary software products, and all intellectual property rights in enhancements to Collaborator's proprietary software products developed pursuant to this CRADA, whether developed solely by Collaborator or developed by Collaborator with assistance from NGA, shall be owned by

Collaborator subject to the above license grant.

**7.5 Publication.** Except as provided in Articles 7.1 and 7.6, the Parties are encouraged to make the results of their research publicly available. Before either Party publicly discloses information about a subject invention, subject data, or research project, the other Party shall be provided 45 days to review the proposed publication or disclosure to assure that proprietary information, subject inventions, and/or security concerns are protected. Approval from NGA is required prior to using the NGA name or seal. Approval is not inferred by signature.

## **7.6 Patenting subject inventions.**

**7.6.1 Government's Minimum Rights.** All assignments made by NGA under Article 7.6 and all licenses granted under Article 8 are subject to the reservation of statutorily required licenses in favor of the United States Government as described in this Article 7.6.1. Pursuant to the Federal Technology Transfer Act of 1986 (15 U.S.C. 3710a(b)(2)), NGA retains a non-exclusive, non-transferable, irrevocable, paid license to practice all NGA and joint subject inventions or have the NGA and joint subject inventions practiced, throughout the world by or on behalf of the Government.

**7.6.2 Collaborator Inventions.** The Collaborator shall retain intellectual property rights to any subject invention made solely by a member of the Collaborator's project team. If the Collaborator decides not to retain its rights, the Collaborator shall offer to assign its rights to the subject invention to NGA, subject to the reservation of a worldwide, non-exclusive, royalty free license in favor of the Collaborator. If NGA declines such assignment, the subject invention shall be put in the public domain.

**7.6.3 NGA Employee Inventions.** NGA, on behalf of the U.S. Government, shall retain title to each subject invention made by its employees. If NGA decides not to retain its rights, NGA shall offer to assign its rights to the subject invention to the Collaborator, subject to the reservation of a license in favor of the United States Government as required in Article 7.6.1 above. If Collaborator declines such assignment, the subject invention shall be put in the public domain.

**7.6.4 Joint Inventions.** Collaborator and NGA shall retain joint title to all subject inventions made by Collaborator's employees and NGA employees. If either Party decides not to retain title to its rights to a joint subject invention, the Party will offer to assign its rights to the other Party. If the other Party declines such assignment, the subject invention shall be put in the public domain.

**7.6.5 Filing of Patent Applications.** The Party retaining title to a subject invention shall file United States patent applications in a timely manner. NGA

shall be responsible for filing United States patent applications for joint subject inventions in a timely manner. The Parties agree to make mutually acceptable arrangements on the filing of joint inventions and foreign patent applications.

**7.6.6 Patent Expenses.** All of the expenses attendant to the filing of patent applications shall promptly be paid by the Party filing such application. Any post filing and post patent fees shall also be borne by the same Party. If Collaborator exercises its option for an exclusive license under Article 8.1 below, Collaborator shall reimburse NGA for all such patent filing, post filing, and post patent expenses. If Collaborator exercises its option for a non-exclusive license, Collaborator shall reimburse NGA for one-half of all such filing, post filing, and post patent expenses for NGA subject inventions.

**7.6.7 Prosecution of Patent Applications.** Each Party shall promptly provide the other Party with copies of the application it files on any subject invention along with the power to inspect and make copies of all documents retained in the patent application files. The Parties agree to consult and cooperate with each other in obtaining and maintaining protection for subject inventions.

**7.7 March-in Rights.** The Parties acknowledge that NGA has march-in rights to any subject invention in accordance with 48 CFR 27.304-1(G).

## **Article 8. LICENSING**

**8.1 Option for a Commercialization License.** NGA, on behalf of the Government, hereby agrees to grant to the Collaborator an option to negotiate in good faith the terms of a commercialization license to NGA subject inventions and NGA's interest in joint subject inventions. The license may be either exclusive or non-exclusive at the Collaborator's option. The license will specify the licensed fields of use, geographic territory, markets, term, and royalties. The license will contain a requirement that products manufactured under the license for sale or use in the United States, will be manufactured substantially in the United States. The royalty rates will be based on product sales and the rates conventionally granted in the field identified in the SOW for inventions with reasonably similar commercial potential. The royalty rates will also reflect the relative contributions of the Parties to the invention. Licenses granted under this article are subject to the reservation of patent licenses in favor of the United States Government required in Article 7.6.1 above.

**8.2 Exercise of License Option.** The option of Article 8.1 must be exercised by written notice mailed within six months after the patent or other intellectual property application is filed. Exercise of this option by the Collaborator initiates a negotiation period that expires six months after the patent application filing date. If NGA has not responded in writing to Collaborator's last proposal within this six month period, the negotiation period shall be extended to expire one month after

NGA responds. If no Agreement is concluded in this period or if Collaborator exercises its option for a non-exclusive license, NGA shall be free to license such subject inventions to others.

**8.3 Commercialization of Software.** NGA will retain a government purpose right to software developed under this CRADA.

## **Article 9. TERMINATION**

**9.1 Unilateral Termination.** The Collaborator and NGA each have the right to terminate this Agreement upon 30 days notice in writing to the other Party. In such event, performance of work under the Agreement shall terminate and neither Party shall have any claim upon, or liability to, the other except as stated in Article 12.11.

**9.2 Termination after Change of Control.** NGA may terminate this Agreement immediately if direct or indirect control of the Collaborator is transferred to a foreign company or government or, if Collaborator is already controlled by a foreign company or government, if that control is transferred to another foreign company or government.

## **Article 10. DISPUTES**

**10.1 Settlement.** Any dispute arising under this Agreement which is not disposed of by Agreement of the Parties shall be submitted jointly to the signatories of this Agreement. A joint decision of the signatories or their designees shall be the disposition of such dispute. If the Parties cannot reach a joint decision, the matter shall be submitted to the NGA Director for InnoVision for resolution. In the event either Party disagrees with the resolution, then the Parties shall jointly agree to do any one of the following: (1) terminate this Agreement or (2) submit the dispute to some mutually agreed form of binding Alternative Disputes Resolution.

**10.2 Continuation of Work.** Pending the resolution of any dispute or claim pursuant to this Article, the Parties agree that performance of all obligations shall be pursued diligently in accordance with the direction of the NGA signatory.

## **Article 11. LIABILITY**

**11.1 Property.** The U.S. Government shall not be responsible for damages to any property of the Collaborator provided to NGA, or acquired by NGA, pursuant to this Agreement.

**11.2 Indemnification.**

**11.2.1 Collaborator's Employees.** Collaborator's project team members are not employees of NGA. The Collaborator shall be responsible for the payment of all claims for the loss of property, personal injury, or death, but only to the extent the claim arises out of any negligent act or omission of its employees in connection with the performance of work under this Agreement.

**11.2.2 Collaborator's Use of Research.** The Collaborator shall indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind arising out of the use by the Collaborator, or any Party acting on its behalf or under its authorization, of NGA's research and technical developments or out of any use, sale, or other disposition by the collaborator or others acting on its behalf or with its authorization, of products made by the use of NGA's technical developments.

**11.3 Force Majeure.** Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of the NGA facilities, acts of government in its sovereign capacity, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

**11.4 No Warranty.** The Parties make no expressed or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

## **Article 12. MISCELLANEOUS**

**12.1 No Benefits.** No member of, or delegate to, the United States Congress or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise therefrom.

**12.2 Governing Law.** The construction validity, performance, and effect of this Agreement for all purposes shall be governed by the laws of the United States.

**12.3 Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral Agreement relative to said matter.

**12.4 Headings.** Titles and headings of the Sections and Subsections of this Agreement are for the convenience of references only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

**12.5 Amendments.** If either Party desires to modify this Agreement, the Parties shall confer in good faith to determine the desirability of such modification. Such modification shall become effective upon execution of a written amendment by the Parties hereto.

**12.6 Assignment.** Neither this Agreement nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party except that the Collaborator may assign this Agreement to the successors or assignees of a substantial portion of the Collaborator's business interest to which this Agreement directly pertains.

**12.7 Notices.** All notices required by this Agreement shall be in writing and shall be directed to the signatory(s).

**12.8 Independent Contractors.** The relationship of the Parties to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners. Each Party shall maintain sole and exclusive control over its personnel and operations.

**12.9 The Use of Name or Endorsements.** Neither Party shall use the name of the other Party on any advertisement, product, or service which is directly or indirectly related to either this Agreement or any patent license or assignment Agreement which implements this Agreement without the prior approval of the other Party. By entering into this Agreement, neither Party directly or indirectly endorses any product or service provided, or to be provided, by the other Party, its successors, assignees, or licensees. Neither Party shall in any way imply that this Agreement is an endorsement by the other Party of any such product or service. Notwithstanding the foregoing, either Party may publicly announce the existence of this CRADA, the names of the Parties, and the title of the project.

**12.10 Duration of the Agreement.** This Agreement will become effective as of the date of the last signature and will terminate on the date provided in Section 4 of Enclosure 1 unless extended by amendment as provided in Article 12.5 or otherwise terminated under Article 9.1 of this agreement.

**12.11 Treatment of Government Furnished Mapping, Charting and Geodetic (MC&G) Property.** Mapping and charting property includes, but is not limited to, gravimetric, aeronautical, topographic, hydrographic, cultural and toponymic data presented in the form of topographic, planimetric relief or thematic maps and graphics and nautical and aeronautical charts and

publications in simulated, photographic, digital, or computerized formats. Geodetic property includes, but is not limited to, geodetic and geomagnetic data, imagery derived products, and geospatial information. Geodetic property includes, but is not limited to, geodetic and geomagnetic data, imagery derived products, and geospatial information. The Collaborator shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than that necessary for the performance of the CRADA. Government-furnished property is for internal Collaborator use only in relation to efforts on this CRADA. At the completion of performance of the contract, the Collaborator must return to the Government all Government MC&G property used in the performance of the CRADA as well as MC&G derived from Government property. At the completion of performance of the contract, the Collaborator must return to the Government all Government MC&G property not consumed in the performance of the CRADA. The Collaborator may request from the NGA the right to retain possession of non-limited distribution MC&G property, at which time NGA will make a release determination of the particular property at issue. Government-furnished property that has been marked or determined to be Limited Distribution (LimDis) in accordance with 10 USC 455 and 48 CFR 252.245-7000 may not be retained by the Collaborator. Removal of the Limited Distribution (LimDis) marking is prohibited.

**12.12 Foreign Access to Technology.** This article shall stay in effect during the term of the Agreement and for five years thereafter.

**12.12.1** The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulations (22 CFR 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R), and the Department of Commerce Export Regulation (15 CFR pt 770 et seq.)

**12.12.2** In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs 12.12.3 and 12.12.4 shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company and sales or licensing of technology.

**12.12.3** The Collaborator shall provide timely notice to NGA of any proposed transfers from the Collaborator of technology developed under this Agreement to foreign firms or institutions. If NGA determines that the transfer may have adverse consequences to the national security interests of the United States, the Collaborator and NGA shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of

the transfer but which provide substantially equivalent benefits to the Collaborator.

**12.12.4** The Collaborator shall provide written notice to NGA of any proposed transfer to a foreign firm or institution at least sixty calendar days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty days of receipt of NGA's written notification, NGA shall advise the Collaborator whether it consents to the proposed transfer. In cases where NGA does not concur or sixty calendar days after receipt expire and NGA provides no decision, the Collaborator may utilize the procedure under Article 10 of this Agreement. No transfer shall take place until a decision is rendered.

**12.13 Classified Information.** The Collaborator agrees to:

**12.13.1** Handle and safeguard all classified information in accordance with the attached Form DD254, the security and classification guidelines provided by NGA pursuant to this Agreement, and the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M).

**12.13.2** Obtain written NGA approval for the release of any publications, advertisements, resumes, or similar writings relating to NGA sensitive or classified information.

**12.13.3** Provide a program security plan.

**12.14 Access to Classified Information.** NGA shall have sole authority to determine whether, and to what extent, classified information shall be provided to the Collaborator under this Agreement. Access shall be in accordance with the attached Form DD254 and any security addenda pertaining to this Agreement.

**12.15 Controlled Information.** The Parties understand that information and materials provided pursuant to or resulting from this Agreement may be export controlled, classified, unclassified, sensitive, and protected by law, executive order, or regulation. Nothing in this Agreement shall be construed to permit any disclosure in violation of those restrictions.

**12.16 Survivability.** The provisions of Articles 3.2, 4, 5, 6, 7, 8, 10.1, 11, and 12.11, 12.12, 12.13, 12.15 shall survive the termination of this CRADA.

# The Research Plan

## 1. Collaboration Project Title.

**2. Collaborator Eligibility.** In order to assure compliance with Section 2 of the Federal Technology Transfer Act of 1986 (15 U.S.C. 3710a), the Collaborator provides the following information to NGA:

a. Collaborator certifies that it is not subject to the control of any foreign company or government, and agrees to notify NGA within thirty days should it become subject to the control of a foreign company or government at any time during this Agreement.

b. Collaborator [NAME] is a wholly owned subsidiary of [NAME] and hereby certifies that it operates under the laws of the State of [NAME] with legal authority to operate in the State of [NAME].

c. Collaborator certifies to NGA that it is incorporated under the laws of one of the states or territories of the United States and that it has a manufacturing presence in the United States.

**3. Collaborator Participation in NGA's Research and Development Program.** Collaborator is not a recipient of NGA R&D funds for work that is conducted under this CRADA.

**4. Period of Performance.** This CRADA shall be effective as of the date of the last signature and shall terminate on the last day of [MONTH] unless extended by mutual Agreement between the Parties. Note: Maximum duration is 60 months.

## 5. Collaborator Personnel, Services, Facilities, Equipment, and/or Funding Contributions

**5.1 Personnel:** Describe the type and number of personnel that support the effort and their contribution to the program. (Example: Three programmers working part-time to design the software program to ...)

**5.2 Services:** Describe the full range of services: training, systems engineering, technical assistance, test support, documentation, etc.

**5.3 Facilities:** Identify all facilities provided and/or utilized in the execution of the CRADA and their levels of security.

**5.4 Equipment:** Identify any specialized hardware/software used in the performance of the CRADA.

**5.5 Funds:** Identify any funding provided in support of the CRADA (Note: The collaborator can provide funding such as funds to support NGA travel). If no funds are involved, state that "Collaborator [NAME] will not provide funds in support of this CRADA."

Enclosure 1

## **6. NGA Personnel, Services, Facilities, and/or Equipment Contributions**

**Personnel:** Describe the type and number of personnel that support the effort and their contribution to the program. (Example: One cartographer working part-time to provide DTED data to ...)

**6.1 Services:** Describe the full range of services: training, systems engineering, technical assistance, analysis, test and evaluation support, etc.

**6.2 Facilities:** Identify all NGA facilities used in support of the CRADA.

**6.3 Equipment:** Describe the GFE items available or required to conduct the cooperative effort.

**By law, NGA is not permitted to contribute funds under a CRADA effort.**

## **7. Statement of Work.**

**7.1 Introduction:** Provide an introductory paragraph for the effort and what problems will be addressed.

### **7.2 Project description.**

**7.2.1 Overall Objective**

**7.2.2 Overall Description**

**7.2.3 Background**

**7.2.4 Technical State of the Art and Advancement Goals**

**7.2.5 Return on Investment**

**7.2.6 Customers**

**7.2.7 Deliverables**

**7.2.8 Training Plan**

**7.2.9 Schedule**

**7.2.10 Security Requirements**

**7.2.11 Release of NGA data.**

**7.3 Benefits to the Collaborator:** Describe the benefits [NAME] expects to gain from the CRADA.

**7.4 Benefits to NGA:** Describe the benefits NGA expects to gain from the CRADA.

**7.5 Insertion Plan:** A plan for insertion of CRADA developments into NGA processes must be included.

**7.6 Tasks:** For each task, provide a detailed description of the task to be performed, the location where the task will be performed, and a schedule for the execution of the task (start to completion). This section is the main portion of the Research Plan and should contain sufficient detail to justify the extent of commitment of resources.

## **8. Points of Contact.**

Identify the project points of contact (to include the Corporate POC, Principal Investigator, Technical POC, Legal and/or Contracting POC) using the following format.

**Collaborator:**

Name of person  
Organization Name  
Organization Mailing Address  
Telephone Number (voice)  
Telephone Number (FAX)  
Email address

**NGA**

Principal Contact  
CRADA Manager

Principal Investigator

Technical POC

Legal POC

Security POC