FIRST AMENDMENT OF

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT BETWEEN

**[NAVY COLLABORATOR]**

AND

**[NON-NAVY COLLABORATOR]**

**[NAVY COLLABORATOR]** and **[NON-NAVY COLLABORATOR]** agree to amend the Cooperative Research and Development Agreement (CRADA) NCRADA-**[Navy** **Org]-[last two digits of FY]-[sequence number]** entitled "**[add Agreement Title of CRADA]**" by adding $XX,000 in funding to **[NAVY COLLABORATOR]**, changing the **[NON-NAVY COLLABORATOR]** PI, and extending the agreement by one **(1)** year in support of additional tasks in the Statement of Work.

1. **[NON-NAVY COLLABORATOR]’s** Preferred Contact and Principal Investigator, **[insert name]**, shall be replaced by **[insert name]**, **[insert telephone number]**, **[insert email]**.

2. **Article 5, FUNDING**, shall now be completely replaced by the following:

“5.1 Payment Schedule

**[NON-NAVY COLLABORATOR]** agrees to pay **[NAVY COLLABORATOR]** the following costs in accordance with the payment schedule below:

**[NON-NAVY COLLABORATOR]** shall provide one (1) payment of XXX dollars (**insert dollar amount**) to **[NAVY COLLABORATOR]** within fifteen (15) days of the execution of the FIRST AMENDMENT.

The total amount that **[NON-NAVY COLLABORATOR]** pays shall be XXX dollars (**insert dollar amount**). The funded amount will be used to support **[NAVY COLLABORATOR]** research as described in the Statement of Work (Appendix A).

If mutually agreed, **[NON-NAVY COLLABORATOR]** may provide additional funding to **[NAVY COLLABORATOR]** under one or more amendments to this CRADA.

Checks will be payable to:

**[NAVY COLLABORATOR]**

**Each check and its cover correspondence shall refer to Navy CRADA number "NCRADA-[NAVY COLLABORATOR]-XX-XXX.”**

Checks will be mailed to:

**[NAVY COLLABORATOR’S address]**

5.2 Insufficient and Excess Funds

**[NAVY COLLABORATOR]** may discontinue performance under this Agreement if the funds provided by **[NON-NAVY COLLABORATOR]** for performance by **[NAVY COLLABORATOR]** are insufficient or are not provided as specified in Article 5.1. In the event **[NON-NAVY COLLABORATOR]** fails to tender the Government the required payment within fifteen (15) days after its respective due date, **[NON-NAVY COLLABORATOR]** shall be in default under this Agreement for failure to make payments. If**[NON-NAVY COLLABORATOR]** is in default for this reason, **[NAVY COLLABORATOR]** shall notify **[NON-NAVY COLLABORATOR]**. If **[NON-NAVY COLLABORATOR]** does not cure the default within fifteen (15) days of mailing date of notice, **[NAVY COLLABORATOR]** may proceed to terminate the Agreement in accordance with Article 11.2.2, may cancel any option for an Exclusive License to a Subject Invention, and may terminate any Exclusive License granted pursuant to this Agreement.

Funds that **[NON-NAVY COLLABORATOR]** paid under Article 5.1 and that **[NAVY COLLABORATOR]** has not obligated or expended at the time of completion, expiration, or termination of this Agreement shall be returned to **[NON-NAVY COLLABORATOR]** after **[NAVY COLLABORATOR’s]** submission of a final fiscal report to **[NON-NAVY COLLABORATOR]**.

5.3 No New Commitments

**[NAVY COLLABORATOR]** shall make no new commitments concerning this Agreement after receipt of a written termination notice from **[NON-NAVY COLLABORATOR]** in accordance with Article 11.2 and shall, to the extent practicable, cancel all outstanding commitments by the termination date. Should such cancellation result in any costs incurred by **[NAVY COLLABORATOR]**, **[NON-NAVY COLLABORATOR]** agrees that such costs shall be chargeable against any funding that it provided to **[NAVY COLLABORATOR]**.

5.4 Accounting Records

**[NAVY COLLABORATOR]** shall maintain current accounts, records, and other evidence supporting all its expenditures against funding provided by **[NON-NAVY COLLABORATOR]** under this Agreement; and **[NAVY COLLABORATOR]** shall retain such records for at least twelve (12) months after the completion, expiration, or termination of this Agreement. **[NAVY COLLABORATOR]** shall provide **[NON-NAVY COLLABORATOR]** a financial report within four (4) months after completion, expiration, or termination of this Agreement."

3. Article 7.3.8.1, Cancellation of the Commercial License Option and Termination of Commercial Licenses, shall have the following inserted as item (a) and be renumbered accordingly:

“**[NON-NAVY COLLABORATOR]** is in default for failure to make payment as agreed in Article 5; or”

4. **Article 13, DURATION**, shall now read (changes in ***bold italics)***:

“This Agreement expires ***two (2) years*** after its Effective Date, unless otherwise terminated or extended in writing according to the provisions of Article 11.”

5. This Amendment may be signed and executed in duplicate originals, or in separate, counterparts, all of which taken together shall constitute but one and the same instrument which is effective as if the parties signed a single original. A facsimile of an original signature (including an electronically submitted PDF file of a scanned document with an original signature) is effective as if the original was sent to the other party.

6. All other terms and conditions of the Agreement remain in effect.

For the **[Non-Navy Collaborator]**:

I, the undersigned, am duly authorized to bind **[Non-Navy Collaborator]** to the Amendment(s) of this Agreement and do so by affixing my signature hereto.

Entered into this \_\_\_\_\_\_ day of 2\_\_\_.

By:

Title:

For the Department of the Navy:

I, the undersigned, by 15 U.S. Code § 3710a and Navy regulations, am duly authorized to bind the U.S. Navy to this Agreement and do so by affixing my signature hereto.

Entered into this \_\_\_\_\_\_\_ day of 2\_\_\_.

By:

Title:

Navy Organization: