**EDUCATION PARTNERSHIP AGREEMENT**

**between**

**INSTITUTION**

**and**

**[Navy Collaborator]**

**No. xxxxxx**

Acceptance of Agreement on behalf of INSTITUTION

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_**

Name Date

Title

Acceptance of Agreement on behalf of

**[Navy Collaborator]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_**

Date

Commander

**[Navy Collaborator]**

**EDUCATION PARTNERSHIP AGREEMENT**

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**EDUCATION PARTNERSHIP AGREEMENT TERMS AND CONDITIONS**

**I. PREAMBLE**

In accordance with and in support of the goals and objectives of Title 10 United States Code (U.S. Code) § 2194, Education Partnerships, the **[Navy Collaborator]** and INSTITUTION (the Partners) wish to enter into an Education Partnership Agreement (this Agreement). The Partners enter into this Agreement in recognition of the vital role that science, mathematics and engineering education play in the United States’ current as well as future viability and wellbeing.

**II. BACKGROUND**

Congress enacted Public Law 101-510 (5 Nov 1990), 10 U.S. Code § 2194, Education Partnerships, for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education. 10 U.S. Code § 2194 requires the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities, and nonprofit institutions that are dedicated to improving science, mathematics, and engineering education.

**III. AUTHORITY**

This Agreement is entered into pursuant to the authority contained in the following:

a) Title 10 U.S. Code § 2194, Education Partnerships

b) Title 5 U.S. Code § 4103, “Establishment of Training Programs”

c) Department of Defense Instruction 5535.8, “DoD Technology Transfer Program” (14 May 1999)

d) Director of Defense for Research and Engineering memorandum entitled, “Interim Guidance on the use of certain Authorities Granted under: 10 U.S. Code § 2194, Education Partnerships”

e) Department of Defense Instruction 1400.25, “Civilian Personnel Management” (December 1996)

f) Naval Air Warfare Center Aircraft Division Instruction 5000.46, Education Partnership Agreements
(8 Apr 2011)

**IV. PURPOSE**

Subject to Paragraph VIII G, “Export Controls” and H, “Eligibility to Participate,” the purpose of this Agreement is to:

**A. Aid in the educational experience of INSTITUTION** students and faculty by providing a mechanism by which those students and faculty can benefit from the staff expertise, unique facilities, and equipment related to naval warfare systems and technologies available from **[Navy Collaborator]** through this Agreement. Access to **[Navy Collaborator]** (i.e., hardware, personnel, facilities, etc.) will provide a unique opportunity for INSTITUTION students to become aware of and collaborate in the many disciplines associated with all aspects of weapons systems and sub-systems from concept, to integration, through testing, which would not otherwise be available. A goal is to facilitate student interest and expertise in science, mathematics, and engineering, particularly as these fields relate to the real world technical applications required by the United States Navy.

**B. Aid [Navy Collaborator] engineers and other employees in executing their mission** by leveraging the educational knowledge and capabilities of INSTITUTION students and faculty. It will also serve to provide INSTITUTION students and other employees access to state-of-the-art and new, innovative technological methods relating to solving existing technical problems. A secondary goal is to facilitate the training and recruitment of potential future employees. Truncate as necessary for K-12.

**C. Encourage and facilitate early interest in the sciences and engineering** by young people at all stages of their academic careers. Add for K-12.

**D. Facilitate the identification of other mutually beneficial partnership opportunities.**

**V. BENEFITS**

**A. Benefits to INSTITUTION.**

1. A formal vehicle for information exchange with **[Navy Collaborator]**.

2. Access to state-of-the-art facilities and technology beyond what would normally be available to the INSTITUTION’s community.

3. Educational opportunities which may encourage and facilitate early interest in the sciences and engineering. Add for K-12.

4. Research experiences which may provide students and faculty with opportunities to understand and improve upon multiple jointly developed technologies.

**B. Benefits to [Navy Collaborator].**

1. Promotion and facilitation of the education of future scientists and engineers.

2. Enhanced perspective on projects by exposure to the ideas of the academic community.

3. Increased opportunities for scientific growth, exploration, and experience by participation in the academic process.

4. Potential for collaborative effort with INSTITUTION students and staff in various technology areas as they relate to a variety of scientific disciplines.

**C. Mutual benefits to INSTITUTION and [Navy Collaborator].** The opportunity to identify additional mutually beneficial areas of endeavor.

**VI. ACTIONS**

**A. Meetings of the Partners.** The Partners shall maintain an ongoing dialogue regarding the status of the Partners’ activities under this Agreement. The Partners will meet as needed in order to discuss the progress of projects undertaken through this Agreement, to resolve any issues that arise in the performance of this Agreement, and to seek agreement on future projects to be pursued under this Agreement.

**B. Advisory Services.** In order to achieve the objectives of promoting the economic and educational growth of INSTITUTION and ensuring the availability of a stable workforce that can meet the needs of **[Navy Collaborator]**, **[Navy Collaborator]** may designate a liaison to INSTITUTION advisory councils for technical programs. Examples of the types of advisory services that may be provided by these representatives include:

1. Appropriate information or data on future engineering and science technology requirements in those areas related to **[Navy Collaborator]** mission responsibilities.

2. Participation in course and curriculum development efforts in technical fields.

3. Advisement and review of curriculum issues as appropriate.

**C. INSTITUTION/[Navy Collaborator] Coordinators.** Coordinators may be established in the following areas to accomplish specific actions that the Partners wish to pursue under this Agreement:

1. Research and engineering (R&E) projects and opportunities (“R&E Coordinator”).

2. Business, career, and academic projects and opportunities (“Business/Academic Coordinator”).

**D. One or more of the following initiatives may be used** to achieve the goals of this partnership.

1. **[Navy Collaborator]** may transfer to INSTITUTIONdefense laboratory equipment, determined by the Commanding Officer to be surplus, to support **[Navy Collaborator]**’s mission to teach the general public and students of INSTITUTION about research and development, science and technology.

2. **[Navy Collaborator]** may loan defense laboratory equipment to INSTITUTION for educational purposes.

3. **[Navy Collaborator]** may make its personnel available to teach naval engineering and science courses, to assist in the development of such courses and related educational material, or to participate in science fairs and other STEM outreach activities/events.

4. **[Navy Collaborator]** may offer visits, tours and demonstrations at its facilities for faculty and students of INSTITUTION.

5. **[Navy Collaborator]** may provide academic and career advice to students of INSTITUTION.

6. **[Navy Collaborator]** may involve students and educators of INSTITUTION in research projects.

7. The level of effort to be expended by **[Navy Collaborator]** on any activity under this Agreement shall be within the discretion of **[Navy Collaborator]** and the scope shall be limited as enumerated in 10 U.S. Code § 2194.

8. INSTITUTION may provide annual reports to **[Navy Collaborator]** on the benefits of **[Navy Collaborator]**’s contributions to the educational program.

**VII. INTELLECTUAL PROPERTY**

**A. Definitions.** Proprietary Information – Any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works, and art work, which are clearly identified and markedas being proprietary. Information transmitted orally or visually shall be considered to be Proprietary Information provided such Proprietary Information is identified by the disclosing Partner prior to disclosure, reduced to written summary form, and marked as being proprietary by the transmitting Partner, and transmitted to the recipient within 30 business days after such oral or visual transmission. During this 30 business day period, such oral or visual information so disclosed shall be provided the same protection as provided Proprietary Information as set forth below. Failure to so identify, reduce to writing, mark, and deliver such verbally or visually disclosed information in the manner prescribed shall relieve the receiving Partner of all obligations of protection with respect to said disclosed information thereafter.

**B. Information Handling.**

1. Information Security – Each Partner shall provide notice of any special information handling (classified, proprietary, etc.) associated with the project, test articles, technical information, test data, specifications, etc. If no notice is provided, it will be assumed that no restrictions are required.

2. Data Classification – If the project or related information is classified, the product or related information will be handled in accordance with the applicable instructions, e.g., DD Form 441 of the DoD Industrial Security Manual, for safeguarding such articles or information against unauthorized disclosure and as stipulated herein.

3. Control of Proprietary Information – The Partners to this Agreement who receive Proprietary Information belonging to the other Partner shall hold such Proprietary Information in strict confidence; shall limit its further disclosure to only personnel having a need for access to the Proprietary Information; shall not disclose such Proprietary Information; and shall use the Proprietary Information only for performance of this Agreement. The Partners further agree to make a good faith effort to minimize, to the extent practicable, the number of persons having access to Proprietary Information. Proprietary Information shall receive security protection in accordance with the receiving Partner’s standard procedures governing the handling of such information and as agreed to in any attachments hereto.

4. Return and Destruction of Information – Upon completion or termination of this Agreement, each Partner shall return or properly dispose of all classified, Proprietary Information unless otherwise agreed by the Partners.

**C. Data Rights.**

1. Definition – The term “data” as used in this Agreement includes technical data, detailed manufacturing or process data, form, fit and function data, computer databases, computer programs, computer software, and computer software documentation as defined in the Defense Federal Acquisition Regulation Supplement (DFAR) 252.227-7013. It also includes orally communicated information of a scientific or technical nature and information that, if recorded, would be technical data, detailed manufacturing or process data, form, fit and function data, computer databases, computer programs, computer software, and computer software documentation, provided such information is reduced to writing within 30 business days after communication.

2. Government Data Rights – Notwithstanding any provision to the contrary, nothing in this Agreement shall diminish any rights in data, including any preexisting rights in any data, which the Government has, or is entitled to, under this or any other Government agreement or contract, or is otherwise entitled to as a matter of law.

3. Data Disclosure – Except where prohibited by law or regulation or otherwise provided in this Agreement, INSTITUTION shall have the right to use and disclose data delivered by [Navy Collaborator] under this Agreement.

4. Survival of Provision – These provisions shall survive the termination, cancellation or suspension of this Agreement.

**D. Patent Rights.**

1. Definition – The term “invention” as used in this Agreement is defined in Federal Acquisition Regulation (FAR) 52.227-11.

2. Transfer of Invention Rights – Nothing in this Agreement shall grant to, or confer upon, INSTITUTION any rights, expressed or implied, to any invention owned by the Government or to which the Government is entitled to ownership, including but not limited to, any invention conceived or reduced to practice under this Agreement, or under any patent application or patent owned by the Government or to which the Government is entitled to ownership.

3. License Rights – The Partners agree that INSTITUTION shall have the right to seek a license, in accordance with Chapter 18 of Title 35 U.S. Code as implemented within the Navy by Secretary of the Navy Instruction 5870.2E, for any invention conceived or first reduced to practice under this Agreement.

**VIII. GENERAL PROVISIONS**

**A. [Navy Collaborator] Level of Effort.** The level of effort to be expended by [Navy Collaborator] on any activity under this Agreement shall be within the discretion of **[Navy Collaborator]**.

**B. INSTITUTION Level of Effort**. The level of effort to be expended by INSTITUTION on any activity under this Agreement shall be within the discretion ofINSTITUTION.

**C. Costs.** Each Partner will be responsible for its own costs.

**D. Clearance of Material Intended for Public Release.** This section applies to material intended for public release and to any information that may be protected as Proprietary Information as described in part VII of this Agreement, or for which a Partner has specified a higher degree of information handling security, as described in part VII.B. INSTITUTION will work through the **[Navy Collaborator]** Technical Point of Contact and the **[Navy Collaborator]** Public Affairs Office for the proper public release of proprietary information and associated data. At no time shall the INSTITUTION claim or imply endorsement by **[Navy Collaborator]** as a result of this Agreement.

**E. Warranty.** INSTITUTION warrants that it is an educational institution dedicated to improving science and mathematics education, as required by Title 10 U.S. Code § 2194, and that it has the requisite power and authority to enter into this Agreement and to perform according to its terms.

**F. Liabilities.**

1. **[Navy Collaborator]**’s responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of **[Navy Collaborator]** while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S. Code § 2671 *et seq*.). Except as provided by the Federal Tort Claims Act, **[Navy Collaborator]** shall not be liable to INSTITUTION for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

2. INSTITUTION holds **[Navy Collaborator]** harmless and agrees to indemnify **[Navy Collaborator]** for all liabilities, claims, demands, damages, expenses, and losses of any kind caused by the sole or gross negligence, or willful misconduct, of the INSTITUTION or any other entity acting on behalf of or under authorization of INSTITUTION under this Agreement.

3. No Partner shall be liable for the consequences of any unforeseeable *force majeure* event that (1) is beyond its reasonable control, (2) is not caused by the fault or negligence of such Partner, (3) causes such Partner to be unable to perform its obligations under this Agreement, and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a *force majeure* event, the Partner unable to perform shall promptly notify the other Partner. It shall further pursue its best efforts to resume 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.

**G. Export Controls.**  Notwithstanding any other clause in this Agreement, this Agreement does not in any way authorize the export of any defense articles or defense services (including information or technical data) nor does it in any way authorize or approve the use of an exemption to the export licensing requirements of the International Traffic in Arms Regulation (ITAR).

**H. Eligibility to Participate.** Restrictions on participation in this Agreement apply to members of INSTITUTION staff, faculty, or student body who are not United States citizens or who are United States citizens with dual nationality with an ITAR-prohibited country. If any proposed project under this Agreement has to do with export-controlled technology, members of INSTITUTION wishing to participate will be required to submit further information to the **[Navy Collaborator]** Point of Contact in order to determine their eligibility to participate.

1. **General.**

1. This Agreement constitutes the entire agreement between the Partners concerning the subject matter and supersedes any prior understanding or related written or oral agreement.

2. The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

3. The Partners agree that the laws of the United States of America as applied by the Federal Courts shall govern this Agreement.

4. INSTITUTION and **[Navy Collaborator]** may elect to terminate this Agreement at any time by mutual consent. In such event, the Partners shall specify the disposition of all activities accomplished or in progress arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement and property disposal laws and regulations. Either Partner may unilaterally terminate this entire Agreement at any time by giving the other Partner written notice at least 30 days prior to the desired termination date.

5. This Agreement will remain in effect for 60 months unless terminated by the participating organizations. At the conclusion of this term, it may be extended by mutual written agreement of the Partners. Modifications can be made at any time by mutual agreement of the signatories or their successors.

6. The articles covering Liabilities, General Provisions, and Surviving Provisions shall survive the termination of this Agreement.

**IX. EFFECTIVE DATE**

This Agreement will become effective on the date when it has been executed by both Parties.

**X. POINTS OF CONTACT**

**A. [Navy Collaborator].**

1. **Technical Point of Contact.** Name, address, phone, fax, e-mail

2. **Legal Point of Contact.**

3. **Administrative Point of Contact.**

**B. INSTITUTION.**

1. **Signatory.** Name, address, phone, fax, e-mail

2. **Administrative Point of Contact.** Name, address, phone, fax, e-mail