A LIMITED PURPOSE

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

(LP-CRADA)

FOR EQUIPMENT, DATA OR MATERIAL TRANSFER

(FROM NON-NAVY PROVIDER TO NAVY RECIPIENT)

FROM

**[full name of NON-NAVY PROVIDER then acronym]**

TO

**[full name of NAVY RECIPIENT then acronym]**

AGREEMENT TITLE:

AGREEMENT NUMBER: LP-CRADA-**[Navy Org.]**-**[last two digits of FY]**-**[sequence number]**

AGREEMENT ADMINISTRATORS:

**[NON-NAVY PROVIDER acronym]**

Preferred Contact: **[insert name, telephone number, e-mail address]**

Legal Counsel **[Optional]**: **[insert name, telephone number, e-mail address]**

**[NAVY RECIPIENT acronym]**

Technology Transfer ORTA

Point of Contact: **[insert name, organizational code, telephone number, e-mail address]**

Legal Counsel: **[insert name, organization code, telephone number, e-mail address]**

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A LIMITED PURPOSE

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

(LP-CRADA)

FOR EQUIPMENT, DATA OR MATERIAL TRANSFER

(FROM NON-NAVY PROVIDER TO NAVY RECIPIENT)

**PREAMBLE**

Under authority of the U.S. Federal Technology Transfer Act of 1986 (Public Law 99-502, 20 October 1986, as amended), the Non-Navy Collaborator (PROVIDER) and Department of Navy Collaborator (RECIPIENT) described below agree and enter into this Limited Purpose Cooperative Research and Development Agreement (LP-CRADA) to transfer **[choose one:** **EQUIPMENT, DATA OR MATERIAL]** according to the clauses and conditions and for the term and duration set in this Agreement.

The PROVIDER is **[name and address of Non-Navy Collaborator]**, a corporation **[substitute appropriate** **alternate language for a different entity, e.g., a University]** duly organized, validly existing and in good standing under the laws of the **[State or Commonwealth]** of **[indicate name]**. The PROVIDER **[is/is not]** a small business as defined in 15 U.S. Code § 632 and implementing regulations (13 C.F.R. § 121.101 et seq.) of the Administrator of the Small Business Administration. Further, the PROVIDER **[is/is not]** directly or indirectly controlled by a foreign company or government (Executive Order 12591, Section 4 (a)) as of the effective date of this Agreement.

The RECIPIENT is the **[state full name and address of Navy Collaborator]**, a Federal laboratory of the United States Department of Navy wholly owned by the U.S. Government whose substantial purpose is the performance of research, development or engineering.

**Article 1. DEFINITIONS**

1.1 “Classified Information (CI)” means all Information classified in accordance with the national security laws of the United States (U.S.).

1.2 “Controlled Unclassified Information (CUI)” means official Information that requires the application of controls and protective measures in accordance with national laws, policies, and regulations and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

1.3 “Data” means recorded information of any kind regardless of the form or method of the recording, including computer software.

1.4 “Government” means the Government of the United States of America.

1.5 “Information” means all Data, trade secrets, and commercial and financial information.

1.6 “Invention” means any invention or discovery which is or may be patentable under Title 35 of the United States Code.

1.7 “Patent Application” means U.S. or foreign patent application, continuation, continuation-in-part, divisional, reissue and/or reexamination on any Invention.

1.8 “Proprietary Information” means information that:

(i) embodies trade secrets developed at private expense or business, commercial, or financial information that is privileged or confidential provided that such information: (a) is not known or available from other sources without obligations concerning its confidentiality; (b) has not been made available by the owners to others without obligation concerning its confidentiality; (c) is not already available to the Government without obligation concerning its confidentiality; and (d) has not been developed independently by persons who have had no access to the information; or

(ii) has been generated by the Navy Collaborator during the performance of this Agreement, and would have qualified as Proprietary Information under 1.8 (i) above if it had been generated by the Non-Navy Collaborator, and that the Collaborators have agreed to treat as Proprietary Information for a term of up to five years from generation.

1.9 “Technical Information” means Information relating to research, development, engineering, test, evaluation, production, operation use, and maintenance of munitions and other military supplies and equipment.

**Article 2. [EQUIPMENT/DATA/MATERIAL] TO BE TRANSFERRED**

PROVIDER owns, controls, or otherwise has all rights in **[describe the EQUIPMENT/DATA/MATERIAL** **being transferred]** hereafter **[EQUIPMENT/DATA/MATERIAL]**. PROVIDER has the right to and will transfer **[insert quantity]** of **[EQUIPMENT/DATA/MATERIAL]** within **[insert time frame]** to RECIPIENT for the conduct of the research, tests, evaluation, development or engineering efforts and purposes stated below.

**Article 3. PURPOSE FOR TRANSFER (PURPOSE)**

RECIPIENT agrees that it will use the **[EQUIPMENT/DATA/MATERIAL]** solely for **[describe project and** **state intended use]** (PURPOSE) under the direction and control of RECIPIENT's Principal Investigator (PI), **[insert** **name]**, and will follow the United States Federal statutes, rules and regulations controlling the handling and use of research equipment and/or materials of the type described as the **[EQUIPMENT/DATA/MATERIAL]**, as applicable. The PURPOSE is consistent with the mission of the RECIPIENT. In addition, RECIPIENT agrees that it will not use the **[EQUIPMENT/DATA/MATERIAL]** for any production purposes. This Agreement does not constitute or create a joint venture, partnership or formal business entity of any kind.

**Article 4. PROTECTION OF INFORMATION**

RECIPIENT agrees that it will not use PROVIDER's properly marked PROPRIETARY INFORMATION without prior written consent except for the PURPOSE. The Parties shall confer and agree what information created by the Navy RECIPIENT shall be designated GOVERNMENT PROPRIETARY INFORMATION. PROVIDER will treat GOVERNMENT PROPRIETARY INFORMATION in a manner equivalent to the manner the Government treats NON-GOVERNMENT PROPRIETARY INFORMATION. It is PROVIDER’s responsibility to properly identify its PROPRIETARY INFORMATION.

CI, CUI or otherwise restricted information shall be protected in accordance with the security laws of the U.S.

***[Insert the following language if a Nondisclosure Agreement is used: The attached Nondisclosure Agreement (Appendix A) is incorporated as part of this Agreement. If there is a conflict between the terms and conditions of Appendix A and this Agreement, this Agreement shall control except for time periods].***

**Article 5. PUBLICATIONS**

Publication of DATA is of prime interest to the RECIPIENT and this Agreement shall not be interpreted to prevent or unreasonably delay publication of research resulting from the use of the **[EQUIPMENT/DATA/MATERIAL]** or modifications of the **[EQUIPMENT/DATA/MATERIAL]**. RECIPIENT agrees to provide appropriate acknowledgement of the source of the **[EQUIPMENT/DATA/MATERIAL]** in all publications. PROVIDER and RECIPIENT agree to confer and consult to provide a reasonable review period **[optional: insert time limit]** prior to the publication or presentation of DATA regarding the **[EQUIPMENT/DATA/MATERIAL]** to assure that no PROPRIETARY INFORMATION or RESTRICTED ACCESS INFORMATION is released and that patent rights are protected. Publication and/or presentation will be delayed for a reasonable time to afford needed protection. If the research is not published, the RECIPIENT shall provide a report of the research results to the PROVIDER.

**Article 6. WARRANTY**

RECIPIENT agrees that PROVIDER makes no representations and extends no warranty of any kind, either expressed or implied regarding the **[EQUIPMENT/DATA/MATERIAL]**. There are no expressed or implied warranties of merchantability or fitness for a particular purpose, or that the use of the **[EQUIPMENT/DATA/MATERIAL]** will not infringe any patent, copyright, trademark, or other rights.

**Article 7. LIABILITY**

RECIPIENT shall be liable for damage to the **[EQUIPMENT/DATA/MATERIAL]** resulting from RECIPIENT’s fault or negligence in accordance with Federal Law, excepting ordinary wear and tear occasioned by normal and ordinary usage. In no event shall RECIPIENT be liable for such wear and tear associated with the usage of the **[EQUIPMENT/DATA/MATERIAL]** or for loss, damage, or destruction prior to delivery of the **[EQUIPMENT/DATA/MATERIAL]** to the RECIPIENT. **[Optional: In the event of loss or irreparable damage to the [EQUIPMENT/DATA/MATERIAL]**, **RECIPIENT’S maximum liability shall not exceed [insert dollar amount]]**. PROVIDER agrees to defend, indemnify, and hold harmless RECIPIENT from any loss, claim, damage, or liability, of any kind, which may arise from PROVIDER’s use, storage or disposal of the **[EQUIPMENT/DATA/MATERIAL]**. RECIPIENT's entire liability is as stated in the Federal Tort Claims Act, Section 2671 *et seq.*

**Article 8. RETURN OF [EQUIPMENT/DATA/MATERIAL]**

RECIPIENT agrees that any and all **[EQUIPMENT/DATA/MATERIAL]** and PROPRIETARY INFORMATION regarding this **[EQUIPMENT/DATA/MATERIAL]** received from PROVIDER, and any copies of information, including PROPRIETARY INFORMATION, shall remain the property of PROVIDER. These items will be promptly returned or destroyed at the termination of this Agreement in accordance with the directions of the PROVIDER. All requests and responses must be in writing. The **[EQUIPMENT/DATA/MATERIAL]** and information will be returned at no expense to the PROVIDER.

**Article 9. PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS**

Except as expressly provided in this Agreement, no rights are provided to RECIPIENT under any pre-existing patents, patent applications, trade secrets or other intellectual property of PROVIDER.

**Article 10. INVENTION LICENSE OPTION**

RECIPIENT shall retain title to any Invention of its employees made in the performance of the PURPOSE. RECIPIENT shall notify PROVIDER of the receipt of any Invention disclosure regarding use or modification of the **[EQUIPMENT/DATA/MATERIAL]**. PROVIDER has a non-exclusive license to use any improvement made by Navy RECIPIENT. RECIPIENT gives PROVIDER the option, to be exercised within one hundred eighty (180) days after the filing of a Patent Application regarding the Invention, of acquiring an exclusive license in the Government’s rights in any Invention. The exclusive license will be subject to a reasonable royalty. Any exclusive license granted by the Government in an invention is subject to the statutorily required reservation by the Government of a nonexclusive, irrevocable, paid-up license to practice the invention or have that invention practiced throughout the world by or on behalf of the Government.

**Article 11. DELIVERY**

It is agreed that the PROVIDER will deliver the **[EQUIPMENT/DATA/MATERIAL]** upon execution of this Agreement to the RECIPIENT within **[insert number]** days from the effective date of this Agreement.

**Article 12. DURATION**

This Agreement will terminate on the earliest of the following dates:

(1) upon completion of RECIPIENT's proposed research studies with the **[EQUIPMENT/DATA/MATERIAL]**, or

(2) upon thirty (30) days written notice by either Collaborator to the other, or

(3) **[insert time, not to exceed four (4) years]** from the effective date of this Agreement.

**Article 13. AMENDMENT**

This Agreement can be amended only by a written amendment mutually agreed to and signed by the Agreement signatories or their successors.

**Article 14. ENTIRE AGREEMENT**

This Agreement is the entire Agreement between the Collaborators concerning the PURPOSE and supersedes any prior understanding or written or oral agreement relative to the PURPOSE.

**Article 15. GOVERNING LAW**

United States Federal Law shall govern this Agreement for all purposes.

**Article 16. FUNDS**

It is agreed and understood that the **[EQUIPMENT/DATA/MATERIAL]** is furnished and the Agreement is entered into at no cost to the RECIPIENT.

No funds are transferred under this Agreement from the Navy RECIPIENT to the Non-Navy PROVIDER.

***[If funds are transferred from Non-Navy Provider to Navy Recipient, specify amount and instructions for delivery of funds].***

Checks will be payable to:

The United States Treasury

Checks will be mailed to:

***[Specify address, including the name of the authorized recipient, title, and appropriate organizational code]****.*

**Article 17. TITLE**

Each Collaborator shall retain title to all tangible property to which it had title prior to the effective date of this Agreement.

**Article 18. USE OF NAME OR ENDORSEMENTS**

PROVIDER shall not use the name of the RECIPIENT or any other Government entity on any product or service that is directly or indirectly related to this Agreement without the prior approval of RECIPIENT.

**Article 19. PUBLIC RELEASE OF THIS AGREEMENT**

This Agreement document is releasable to the public.

**Article 20. EFFECTIVE DATE**

The effective date of this Agreement is the date of execution by the last to sign for the DURATION set in Article 11.

**Article 21. NOTICES**

All notices will be sent to the Agreement administrators or their successors at the addresses shown in the PREAMBLE.

**Article 22. SURVIVING PROVISIONS**

All the Articles of this Agreement shall survive its termination.

**Article 23. SIGNATURES**

Accepted for PROVIDER:

I, the undersigned, am duly authorized to bind the **[NON-NAVY PROVIDER]** to this Agreement and do so by affixing my signature hereto.

Entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_20\_\_.

(month)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Accepted for RECIPIENT:

I, the undersigned, am duly authorized to bind the **[NAVY RECIPIENT]** to this Agreement and do so by affixing my signature hereto.

Entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_20\_\_.

(month)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

Naval Organization: