**Sample CRADA Application**

Reference: Naval Surface Warfare Center, Panama City Division CRADA Worksheet Form

This document is used by the **[insert full name of Navy laboratory]**, Office of Research and Technology Applications (ORTA), in drafting a cooperative research and development agreement (CRADA) with a single Non-Navy Collaborator. If you have any comments or questions, please contact the following: ORTA Manager, **[insert full name of ORTA manager]** at **[insert ORTA’s laboratory name and code/branch]**, telephone **[insert ORTA’s telephone number]** and email **[insert ORTA manager’s email]***.*

**Instructions:** Electronic versions are requested when the CRADA application is submitted. Navy Technical Contact and Non-Navy Technical Contact should work together and consolidate their respective information to complete and submit one questionnaire. Fill in each section with the requested information. You are not limited by the space provided below. The most important item for both collaborators to develop before the CRADA document is prepared is a good Statement of Work. Upon completion, the questionnaire should be submitted to the **[Navy Laboratory]** ORTA Manager.

**1.** **PROPOSED AGREEMENT TITLE:**

Provide a short title for the proposed collaborative work:

**2.** **NAVY TECHNICAL PRINCIPAL INVESTIGATOR**

Name:

Address:

Office Code:

Phone:

Fax:

Cell:

E-mail:

**3.** **NON-NAVY PREFERRED POINT-OF-CONTACT**

Name:

Address:

Phone:

Fax:

E-mail:

**4.** **NON-NAVY TECHNICAL PRINCIPAL INVESTIGATOR**

Name:

Address:

Phone:

Fax:

E-mail:

**5.** **NON-NAVY LEGAL POINT OF CONTACT (OPTIONAL)**

Name:

Address:

Phone:

Fax:

E-mail:

**6.** **NON-NAVY CORPORATE HEADQUARTERS ADDRESS**

Official Organization Name:

Official Organization Acronym (if any):

Address:

**7.** **BACKGROUND INFORMATION ON NON-NAVY COLLABORATOR**

Provide a short paragraph describing the nature of the Non-Navy Collaborator – what are the areas of its business, research, or educational interest.

**8.** **PUBLIC RELEASE SUMMARY**

Write a brief description, preferably in layman’s terms of the intent and nature of the work to be done and how the Collaborators will participate and benefit. Discuss why the Collaborators are partnering and define what unique capabilities, expertise, and facilities that are forming a basis for the Cooperative Research that is to be done.

The Summary 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 Department of the Navy Technology Transfer Program Office; and (2) in internal documents and public releases from both the Navy and Non-Navy Collaborators. This section will be available for public release, even if the identity of the Non-Navy Collaborator is protected from disclosure.

**9. OBJECTIVES OF THE COLLABORATION**

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 of commercialization, if appropriate. Describe, if appropriate, any benefits to the warfighter. Will this support any existing Department of Defense acquisition program? If so, please state program and sponsor.

**FOR NAVY COLLABORATOR:**

**FOR NON-NAVY COLLABORATOR:**

**10.** **REQUIREMENT BY NAVY COLLABORATOR FOR SERVICE OR SUPPORT CONTRACTOR PERSONNEL**

Will the Navy Collaborator use service or support contractor personnel in the performance of the work under this Agreement?

If yes, specify contractor(s) name, address, and existing contract agreement number.

**11.** **REQUIREMENT BY NON-NAVY COLLABORATOR FOR SERVICE OR SUPPORT CONTRACTOR PERSONNEL**

Will the Non-Navy Collaborator use service or support contractor personnel in the performance of the work under this Agreement?

If yes, specify contractor(s) name, address.

**12.** **REQUIREMENT FOR USE OF NAVY FACILITIES AND OR TEST RANGES**

Will the Navy use at **[Navy Laboratory]** any specialized facilities or test ranges for which there is a charge or fee for use?

If yes, specify item and provide the point of contact name and phone number.

Will the Navy use any other Navy specialized facilities or test ranges for which there is a charge or fee for use?

If yes, specify item and provide the point of contact name and phone number.

Will the Navy use any other Department of Defense specialized facilities or test ranges for which there is a charge or fee for use?

If yes, specify item and provide the point of contact name and phone number.

**13. SECURITY REQUIREMENTS**

**FOR THE NAVY:**

Is the collaborative work classified?

If yes, specify the required classification guidelines appropriate to this work.

If yes, provide the names of all **[Navy Laboratory]** personnel, service or contractor personnel who will have access to data resulting from this Agreement.

Does the collaborative work include work on unclassified export controlled articles, services, and related technical data that must be controlled in accordance with (IAW) the International Traffic in Arms Regulations (ITAR), 22 §§ C.F.R. 120-130?

Is the data being generated under this agreement Controlled Unclassified Information?

Has a Non-Disclosure Agreement been established with the Non-Navy Collaborator?

**FOR THE NON-NAVY COLLABORATOR:**

If the collaborative work includes unclassified export controlled technical data that must be controlled in accordance with DoDD 5230.25, the Non-Navy Collaborator must be certified to handle this data. This data is controlled by the ITAR. The Non-Navy Collaborator must provide proof of certification to the **[NavyLaboratory]** ORTA by submitting a copy of the form DD 2345 “Militarily Critical Technology Data Agreement”.

If this collaborative work is classified, please provide the following information for your Security Office:

Name:

Address:

Phone:

E-mail:

**14.** **NAVY MISSION AREA**

What is the **[Navy Laboratory]** mission area for the work to be performed by this collaborative effort?

**15. REPRESENTATIONS OF NON-NAVY COLLABORATOR**

a. Non-Navy Collaborator is (select one from the following):

(1) A United States commercial business whose Standard Industrial Classification Code is **{specify}** for the commercial product **{identify}** to be developed as a result of this Collaborative Research;

(2) A non-profit or not-for-profit entity under United States law;

(3) A United States public or private educational institution;

(4) A State or Local Government Entity of the United States;

(5) A foreign owned or controlled institution (if so, state nature of organization, identify the country and 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 **is** or **is not** a Small Business as defined by the United States Small Business Administration’s Guidelines. SPECIFY:

**16.** **FUNDING**

a. Will **[Navy Laboratory]** receive funding from the Non-Navy Collaborator for the work proposed under this Agreement?

b. If yes, list all amounts, schedules, and any specific items for the current Fiscal Year (FY) and three (3) additional FYs if applicable.

c. If no, what is the source of funds for the work being done by the Navy Collaborator?

**17.** **REPORTS AND PUBLICATIONS**

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*). All Collaborators will provide annual reporting and status updates upon request of the Navy Collaborator’s ORTA.

a. Navy Collaborator will provide report(s) according to the following schedule:

b. Non-Navy Collaborator will provide report(s) according to the following schedule:

**18. OPTION FOR ACQUIRING AN EXCLUSIVE LICENSE - FIELD OF USE**

The Navy Collaborator gives the Non-Navy Collaborator the option of acquiring an Exclusive License for a specific Field of Use in the Government’s rights to any Subject Invention Made in whole or in part by a Navy employee.

**NON-NAVY COLLABORATOR** specify the Field of Use:

**19.** **INTELLECTUAL PROPERTY**

Does this CRADA involve the licensing of (an) existing Navy patent(s)?

 Yes No

If yes, list patent title(s), date(s) of issue, author(s), and patent number(s):

Has a license application been filed? Yes No

If yes, enclose a copy of the licensing agreement.

**FOR NAVY COLLABORATOR:**

List all Non-Subject Inventions Made prior to the Effective Date of this Agreement that pertain to the proposed Collaborative Work. Provide 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).

**FOR NON-NAVY COLLABORATOR:**

List all Non-Subject Inventions Made prior to the Effective Date of this Agreement that pertain to the proposed Collaborative Work. Provide 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).

**20. NOTICES**

Name and express mail usable mailing address (no Post Office 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*):

Name:

Address:

Phone:

Fax:

E-mail:

**21.** **DURATION**

The original CRADA duration shall be four years or less. A CRADA may be extended another two years, by amendment, with appropriate intellectual property counsel review and written justification. A CRADA that is extended beyond four years and up to six years is considered a non-standard CRADA. CRADAs cannot have a duration greater than six years. Specify length of effectiveness, or expiration date, of Agreement (*e.g., one year, two years, 31 May 2019, etc.*).

The duration of this CRADA will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (specify months/years).

**22.** **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.

Navy Collaborator will:

Non-Navy Collaborator will:

The Collaborators will jointly: