



DEPARTMENT OF THE AIR FORCE

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

between

<<DAF ACTIVITY>>

and

<<NON-FEDERAL ENTITY>>

(COPY AND PASTE THE NAME DIRECTLY FROM SAM.GOV)

"Title"

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SECTION I: STANDARD TERMS AND CONDITIONS

ARTICLE 1—PREAMBLE

1.1. This Cooperative Research and Development Agreement (“*Agreement*”) for performing the work described in the *Joint Work Plan* is entered into under the authority of the *Federal Technology Transfer Act of 1986*, as amended and codified at 15 U.S.C. § 3710a, and pursuant to Air Force Policy Directive 61-1, *Management of the Science and Technology Enterprise* (5 February 2021) and Air Force Instruction 61-301, *The Domestic Technology Transfer Process and the Offices of Research and Technology Applications Cooperative Research and Development Agreements* (16 September 2019) by and between <<Non-Federal Entity>> (“*Non-Federal Entity*”), located at <<Address of Non-Federal Entity>>, and the United States of America as represented by the Department of the Air Force, acting through <<DAF Activity>>, (“*DAF Activity*”), located at <<Address of DAF Activity>>.

1.2. This *Agreement* is binding on *DAF Activity* and *Non-Federal Entity* according to the terms and conditions set forth as follows.

ARTICLE 2—DEFINITIONS

As used in this *Agreement*, the following terms have the following meanings and such meanings will be applicable to both the singular and plural forms of the terms.

2.1. “**Reviewing Official**” means the final authority of the Department of the Air Force for this *Agreement*, identified in Section III, *Signatures*, below the signatures of the parties.

2.2. “**Effective Date**” is the date this *Agreement*, including any *Amendment* thereto, is signed by the appropriate *DAF Activity* official after having been signed by the appropriate *Non-Federal Entity* official unless the *Reviewing Official* disapproves of or requires modification to this *Agreement* within thirty (30) *Days* of the date signed by *DAF Activity*. The *Effective Date* of any *Modification* is the date signed by the appropriate *DAF Activity* official after having been signed by the appropriate *Non-Federal Entity* official.

2.3. “**Government**” means the Government of the United States of America including any agency or agencies thereof.

2.4. “**Invention**” means any invention or discovery which is or may be patentable or otherwise protected under Title 35 of the United States Code or any novel variety of plant which is or may be protected under the *Plant Variety Protection Act* (7 U.S.C. § 2321 *et seq.*). See 35 U.S.C. § 201(d) and 15 U.S.C. § 3703(7).

2.5. “**Created**” when used in relation to any copyrightable work means the work is fixed in any tangible medium of expression for the first time. See 17 U.S.C. § 101.

2.6. “**Made**” when used in relation to any *Invention* means the conception or first actual reduction to practice of such *Invention*. See 35 U.S.C. § 201(g).

2.7. “**Joint Work Plan**” (Section II) describes the purpose and scope of this *Agreement* and assigns obligations and responsibilities among the parties. The *Joint Work Plan* specifically details

any *Background Technology* brought to this *Agreement*; any property, equipment, maintenance, service, or other support to be provided; and any reports, products, or other deliverables expected to be produced or provided as a result of the collaborative activities under this *Agreement*. To the extent any provision of the *Joint Work Plan*, including any attachment thereto, conflicts with any provision in Section I: *Standard Terms and Conditions*, such provision in Section I: *Standard Terms and Conditions*, shall control.

2.8. **“Under this Collaboration”** means work performed by *DAF Activity* or *Non-Federal Entity* employees in furtherance of their obligations or responsibilities described in the *Joint Work Plan*.

2.9. **“Non-Federal Entity Restricted Information”** is privileged or confidential information developed in whole or in part by *Non-Federal Entity Under this Collaboration* which embodies trade secrets or which is confidential technical, business or financial information, provided such information is identified as such by labels or markings designating the information as proprietary. *Non-Federal Entity Restricted Information* does not include information which is generally known or is available from another source without obligations concerning its confidentiality, or is described in an issued patent, published patent application, or published copyrighted work.

2.10. **“Restricted Access Information”** is information developed solely by *DAF Activity Under this Collaboration* that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from a non-Federal party participating in a CRADA. The term, “confidential,” as used throughout this *Agreement*, refers to the customary definition and should not be confused with the level of classification for national security information. *Restricted Access Information* does not include information which is generally known or is available from another source without obligations concerning its confidentiality, or is described in an issued patent, published patent application, or published copyrighted work.

2.11. **“Protected Information”** is any information developed *Under this Collaboration*, including both *Non-Federal Entity Restricted Information* and *Restricted Access Information*.

2.12. **“Background Technology”** is specified technology brought to this *Agreement* by either party consisting of privileged or restricted information or intellectual property protected by trade secret or described in a patent, patent application or copyrighted work. All *Background Technology* must be *Made, Created* or otherwise developed prior to the *Effective Date* of this *Agreement*, or if added under a *Modification* or *Amendment*, prior to the effective date of such *Modification* or *Amendment*. All *Background Technology* is specifically identified as such in the *Joint Work Plan*, along with the marking requirements and, if applicable, terms for delivery, storage and disposition of such *Background Technology*. *Background Technology* does not include oral or visual information not fixed in a tangible form.

2.13. **“Special Purpose License”** means a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free and paid-up license to *DAF Activity* to use, modify, reproduce, release, perform, display, or disclose technology, technical data, or copyrighted works, in whole or in part, within the *Government* without restriction, and to release or disclose outside the *Government* and authorize persons to whom release or disclosure has been made, to use, modify, reproduce, release, perform, display, or disclose such technology or information for *Government* purposes. The *Special Purpose License* includes the rights to use, modify, reproduce, release, perform, display, or disclose technology, technical data, or copyrighted works for competitive procurement, but it

does not include the rights to use, modify, reproduce, release, perform, display, or disclose for commercial purposes or authorize others to do so.

2.14. “**Confirmatory License**” refers to a single-page document submitted by *Non-Federal Entity* to *DAF Activity* documenting *Government’s* license rights to, and power to inspect and make copies of patent applications filed on, an *Invention Made Under this Collaboration* and owned by *Non-Federal Entity*. The *DAF Activity* will record the *Confirmatory License* at the United States Patent and Trademark Office. See Appendix A, Section II: *Joint Work Plan*.

2.15. “**Alternative Dispute Resolution**” (ADR) means any procedure in which the parties agree to use a third-party neutral to resolve issues in controversy, including, for example, mediation, non-binding arbitration, or facilitation. ADR does not include binding arbitration.

2.16. “**Official File**” refers to the official *Government* record of this *Agreement*, maintained by *DAF Activity* and accessible by the Office of Research and Technology Applications (ORTA) specified as the *DAF Activity* POC in Article 12—“*Notices*,” and which includes, at minimum, an accounting of all funds and equipment provided under this *Agreement*, all *Modifications* or *Amendments* thereto, all Formal Notices submitted under paragraph 12.1, and each report specified in Article F—“*Deliverables*.”

2.17. “**Days**” refer to calendar days unless specified otherwise.

ARTICLE 3—FINANCIAL CONSIDERATIONS

3.1. **Expenses.** Except as otherwise stated in the *Joint Work Plan*, each party shall bear its own expenses in the performance of work *Under this Collaboration*.

3.1. **[Alternate] Expenses.** The *Non-Federal Entity* will pay *DAF Activity* \$X US within thirty (30) *Days* after the *Effective Date*. Subsequent payments will be paid as detailed in Section II: *Joint Work Plan*.

3.1.1. **Payments.** Except as provided for in paragraph 3.2, payments by *Non-Federal Entity* to *DAF Activity* under this Article shall be made payable to <<Department of the Air Force Activity FAS>> and mailed to the following address:

Address for payment

3.1.2. **Federal Funding.** Unless specified otherwise in Section II: *Joint Work Plan*, *Non-Federal Entity* certifies that no funds provided to *DAF Activity* under this *Agreement* were originally received by *Non-Federal Entity* under a *Government* funding agreement. [If this statement is not true, consult the ORTA for guidance.]

3.1.3. **Notice to Accompany Payments.** Payments shall reference this *Agreement* by DTTIS CRADA Number and by the names of the parties and shall state the purpose of the payments. A copy of the payment documents shall also be sent by ordinary mail to the address shown for formal notices in Article 12—“*Notices*.”

3.2. **Royalty Payments.** Royalty or other income from intellectual property will be paid in accordance with any separate license agreement hereafter entered into by the parties pursuant to Article 4—“*Invention Disclosures & Patents*” or Article 5—“*Copyright Protection*.”

ARTICLE 4—INVENTION DISCLOSURES & PATENTS

4.1. **Disclosure of Inventions.** Each party must report to the other party, in writing, each *Invention Made Under this Collaboration*, within six (6) months after the *Invention* is *Made* unless a written request for an extension of time to provide such a report has been approved by the other party. Such requests shall not be unreasonably refused.

4.2. **Rights and Licensing of Inventions Made Under this Collaboration.**

4.2.1. **Sole Inventions.** Each party will separately own any *Invention Made Under this Collaboration* solely by its respective employees.

4.2.1.1. **License to DAF Activity.** The *Non-Federal Entity* will grant to *DAF Activity* a paid-up, royalty-free, irrevocable, non-exclusive license to practice, or have practiced for or on behalf of *Government*, any *Invention Made Under this Collaboration* solely by *Non-Federal Entity* employees. The *Non-Federal Entity* will promptly provide a *Confirmatory License* upon request by *DAF Activity* for any *Invention Made Under this Collaboration* that is owned by *Non-Federal Entity*.

4.2.1.2. **License to Non-Federal Entity.** The *DAF Activity* will grant to *Non-Federal Entity* a paid-up, royalty-free, irrevocable, non-exclusive license to practice any *Invention Made Under this Collaboration* solely by *DAF Activity* employees. The *DAF Activity* will promptly provide a *Confirmatory License* upon request by *Non-Federal Entity* for any *Invention Made Under this Collaboration* that is owned by *DAF Activity*.

4.2.1.3. **Option for Non-Federal Entity to Obtain Exclusive License.** The *Non-Federal Entity* will have the option to choose an exclusive license for a pre-negotiated field of use at a reasonable royalty rate, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1), for any *Invention Made Under this Collaboration* solely by *DAF Activity* employees.

4.2.1.3.1. The *Non-Federal Entity* must exercise the option to obtain an exclusive license for an *Invention Made Under this Collaboration* within six (6) months of the filing of a patent application on such *Invention*. The *Non-Federal Entity* may request such time be extended as necessary to understand the nature of the *Invention* and to permit sufficient time to determine the potential value thereof, which request will not be unreasonably refused by *DAF Activity*. Any such extensions approved by *DAF Activity* must be in writing.

4.2.1.3.2. The *Non-Federal Entity* shall have the right of enforcement under chapter 29 of Title 35, United States Code, for an exclusive license entered into under this paragraph.

4.2.2. **Joint Inventions.** An *Invention Made Under this Collaboration* jointly by *DAF Activity* employees and *Non-Federal Entity* employees (“*Joint Invention*”) will be jointly owned by both parties.

4.2.2.1. **Non-Federal Entity Election.** The *Non-Federal Entity* shall promptly elect whether to grant title of its ownership interest in a *Joint Invention* to *DAF Activity*, subject to a non-exclusive, irrevocable, paid-up, royalty-free license to practice the *Invention* from *DAF Activity* to *Non-Federal Entity*.

4.2.2.2. **Assignment.** If *Non-Federal Entity* appropriately files a patent application on a *Joint Invention*, *DAF Activity* may, at its discretion, assign title in that

Invention to Non-Federal Entity, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1).

4.2.2.3. **Joint Ownership Agreement.** The *DAF Activity* will promptly provide a draft Joint Ownership Agreement to *Non-Federal Entity* for each *Joint Invention* in which the parties do not agree to consolidate ownership in accordance with paragraphs 4.2.2.1 or 4.2.2.2. The Joint Ownership Agreement will define rights and responsibilities among the parties for each such *Joint Invention*. The *Non-Federal Entity* will be responsible for all patent preparation and prosecution under the *Joint Ownership Agreement*.

4.2.3. **General Terms.**

4.2.3.1. **Copies of Patent Applications.** The party filing any patent application on any *Invention Made Under this Collaboration*, including provisional and international filings, must provide a copy thereof to the other party within thirty (30) *Days* of filing such application.

4.2.3.2. **Cooperation.** The party not filing, prosecuting, or administering any patent application or patent under this Article will fully cooperate with the party filing, prosecuting, or administering the application or patent in promptly executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

4.2.3.3. **Patent Expenses.** The party filing an application on any *Joint Invention* is responsible for all patent application preparation and filing expenses, issuance, post issuance, and patent maintenance fees associated with that application while this *Agreement* is in effect, unless otherwise agreed to under a Patent License Agreement or Joint Ownership Agreement.

4.2.3.4. **Non-Federal Entity Rights to Employee Inventions.** The *Non-Federal Entity* shall ensure that it obtains rights to all *Inventions Made* by one or more of its employees *Under this Collaboration*.

4.3. **Licensing Other Federally Owned Inventions.** The *Non-Federal Entity* may submit an application for license in accordance with 37 C.F.R. 404.8 for any federally owned *Invention* for which a patent application was filed before the signing of this *Agreement* that is directly within the scope of the work specified in the *Joint Work Plan*. The royalty rate, field of use, and other terms and conditions shall be set forth in a separate license agreement and shall be negotiated promptly and in good faith.

4.4. **Federal Regulations.** All licenses granted to *Non-Federal Entity* under this Article shall ordinarily be subject to Title 37, Code of Federal Regulations, Part 404, *Licensing of Government-Owned Inventions*.

4.5. **Participation of Third Parties.** Except as specified in paragraph 4.5.1, either party intending to use the support of any contractor or third party not identified in the *Joint Work Plan* to perform any of its obligations *Under this Collaboration* shall provide written notice to the other party at least thirty (30) *Days* in advance of any involvement of such contractor or third party with activities *Under this Collaboration*. If the party receiving such notice objects at any time to the use or involvement of such contractor or third party, the party providing such notice will not utilize

or promptly cease utilizing the services of such contractor or third party to perform its obligations *Under this Collaboration*.

4.5.1. **Third Party Support of DAF Activity.** The *DAF Activity* may use the support and research services of support contractors, such as Advisory and Assistance Services (A&AS) contractors, in performing its roles or obligations described in the *Joint Work Plan*. Every other contractor or third party assisting *DAF Activity* in performing its roles or obligations described in the *Joint Work Plan* must be listed in paragraph C.2, along with the specific obligation or service each such party is expected to provide.

4.5.2. **Support Contractor Inventions.** The *Non-Federal Entity* acknowledges that invention rights under the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.*, or the applicable patent rights clause under the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS) governing any such contract, or both, may conflict with the terms in this Article. In such cases, *Non-Federal Entity's* rights or options in such inventions under this Article will take precedence over any such rights of the contractor in accordance with 35 U.S.C. § 210(e). See also 48 C.F.R. 27.303(b)(7).

4.5.3. **Third Party Support of Non-Federal Entity.** No information, material, equipment, or other resources provided by *Non-Federal Entity* under this *Agreement*, originating from any contractor or third party, shall have any restriction whatsoever on further use, release or disclosure beyond that specified in this *Agreement*, except as specifically identified, including a detailed description of any such limitations, in the *Joint Work Plan*. Any agreement with a third party to provide support to *Non-Federal Entity* for participation under this *Agreement* shall contain terms consistent with this provision and which are at least sufficient to provide *DAF Activity* all rights anticipated under this *Agreement* as if *Non-Federal Entity* was providing the support itself. The *Non-Federal Entity* shall provide a copy of any such third party support agreement to *DAF Activity* within thirty (30) *Days* of the execution of this *Agreement* or the third party support agreement, whichever is later.

ARTICLE 5—COPYRIGHT PROTECTION

5.1. **Ownership of Copyrighted Works.** The *Non-Federal Entity* shall ensure that it obtains rights to all copyrightable works *Created* by one or more employees *Under this Collaboration*. The *Non-Federal Entity* shall own the copyright in all works copyrightable under Title 17, United States Code, *Created* solely by *Non-Federal Entity* employees *Under this Collaboration* or, subject to the rights of third parties under paragraph 4.5, *Created* in part by *Non-Federal Entity* employees *Under this Collaboration*.

5.2. **License in Published Copyrighted Works.** The *Non-Federal Entity* hereby grants in advance to *Government* a *Special Purpose License* in all published copyrighted works *Created Under this Collaboration*. The *Non-Federal Entity* will prominently mark each such published copyrighted work with the words: “This work was created in the performance of a Cooperative Research and Development Agreement [CRADA No.] with the Department of the Air Force. The Government of the United States has certain rights to use this work.”

5.3 **Copies of Published Copyrighted Works.** The *Non-Federal Entity* must furnish to *DAF Activity*, at no cost to *DAF Activity*, one copy of each published copyrighted work *Created* in whole or in part by *Non-Federal Entity Under this Collaboration*. The *Non-Federal Entity* is not required

to provide a copy of any such work that is only published electronically if the publication is accessible without cost to *DAF Activity*.

ARTICLE 6—BACKGROUND TECHNOLOGY AND PROTECTED INFORMATION

6.1. **Disclosure of Oral and Visual Information.** Information disclosed orally or visually, if identified as information that is to be protected under this *Agreement* at the time of disclosure, will be deemed *Protected Information* under this *Agreement* for thirty (30) *Days* and thereafter if, within thirty (30) *Days* after such oral or visual disclosure, such information is reduced to writing or otherwise affixed in tangible form, and properly marked in accordance with Article 2—“Definitions” and the *Joint Work Plan*, and submitted to the other party.

6.2. **Disclosure and Use of *Background Technology*.** All *Background Technology* provided to the other party must be specifically identified in the *Joint Work Plan*.

6.2.1. Unless otherwise expressly provided in the *Joint Work Plan*, *Background Technology* may only be disclosed to those having a need for the information in connection with their duties *Under this Collaboration*. The party designating *Background Technology* in the *Joint Work Plan* hereby grants a royalty-free license to the other party to this *Agreement* to use all such *Background Technology* for the purpose of performing its obligations *Under this Collaboration*. Subject to paragraph 6.2.2, and unless specifically stated otherwise in the *Joint Work Plan*, the receiving party will have no rights (other than for performing work *Under this Collaboration*) in such *Background Technology* regardless of whether it is improved, refined or otherwise further developed *Under this Collaboration*.

6.2.2. The party designating *Background Technology* in the *Joint Work Plan* agrees to offer the other party on reasonable terms, to be negotiated under separate agreement, the non-exclusive right to further use all such *Background Technology* after the expiration or termination of this *Agreement* in negotiated fields of use, to include at least all fields or technologies described in the *Joint Work Plan*. This offer shall be made available to the other party for six (6) months from the expiration or termination of this agreement.

6.2.2. [Alternate] For a period of six (6) months following the expiration or termination of this *Agreement*, the party designating *Background Technology* in the *Joint Work Plan* agrees to enter into discussions to explore with the other party in good faith concerning potential further use of any such *Background Technology* in specific fields of use, including areas beyond the scope of the *Joint Work Plan*, after the expiration or termination of this *Agreement*.

6.3. **Computer Software and Computer Software Documentation.** All computer software and computer software documentation *Made, Created* or developed *Under this Collaboration* by *Non-Federal Entity* shall be treated as *Non-Federal Entity Restricted Information* for purposes of determining rights in such computer software and computer software documentation.

6.4. ***Non-Federal Entity Restricted Information.*** The *Non-Federal Entity* grants a *Special Purpose License* to *DAF Activity* in all *Non-Federal Entity Restricted Information*.

6.5. ***Restricted Access Information.*** All *Restricted Access Information* may be exempt from release under the Freedom of Information Act for a period of five (5) years as provided for at 15 U.S.C. § 3710a(c)(7)(B), during which time *Non-Federal Entity* may only use or disclose *Restricted Access Information* in confidence or authorize others to use or disclose *Restricted Access Information* in confidence.

6.6. **Marking of Background Technology and Protected Information.** All *Background Technology* and *Protected Information* will be conspicuously marked as such and will reference this CRADA by number (see Figures 1&2, paragraph E.4 of the *Joint Work Plan*). Neither party will be liable for the release of unmarked *Background Technology* or *Protected Information*. The party receiving properly labeled *Background Technology* or *Protected Information* must comply with all appropriate requirements governing the treatment of such information as described in the *Joint Work Plan*. The receipt or acceptance of improperly or inaccurately marked information shall not adversely affect the rights of the party receiving such information.

6.7. **Future Use of Information and Technology in Government Procurement.** Any copyrightable work or *Non-Federal Entity Restricted Information* to which *DAF Activity* receives a *Special Purpose License* under this *Agreement* shall be prominently marked with “Government Purpose Rights,” as defined under 48 C.F.R. 252.227-7013(a)(13) & 7014(a)(12), or other notice clearly indicating *Government* has at least such rights, when delivered to any party under a federal procurement contract—other than a supplier or support contractor—after the *Effective Date* of this *Agreement* (see Figure 3, paragraph E.4). Under no circumstances shall the mere marking or labeling of such information or technology in accordance with this Article imply that such “Government Purpose Rights” license will automatically change to an “Unlimited Rights” or other license at any time. See 10 U.S.C. § 2320.

ARTICLE 7—TERM OF AGREEMENT, MODIFICATIONS & TERMINATION

7.1. **Term of Agreement.** This *Agreement* commences on the *Effective Date* of this *Agreement* and shall terminate at the expiration date indicated above the signatures in Section III: *Signatures*, unless both parties hereto agree in writing to extend it further in accordance with paragraph 7.2 or 7.3. Expiration of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to expiration. This *Agreement* may not be modified after its expiration or termination.

7.2. **Modifications.** Any change or extension within the scope of this *Agreement* as authorized by the *Reviewing Official* may be made by *Modification*, which shall be entered into by mutual written agreement signed by the parties’ representatives authorized to execute this *Agreement*. Each *Modification* will be attached hereto, a copy of which must be made available to the *Reviewing Official* within thirty (30) *Days* after each such *Modification* is signed by both parties.

7.3. **Amendments.** Any change outside the scope of this *Agreement* may be made by *Amendment*, which shall be entered into by mutual written agreement signed by the parties’ representatives authorized to execute this *Agreement* and submitted to the *Reviewing Official*. Each *Amendment* will be attached hereto.

7.4. **Termination.** Either party may terminate this *Agreement* for any reason upon delivery of written notice to the other party. The written notice shall specify an effective termination date at least thirty (30) *Days* after receipt by the other party. Termination of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this *Agreement*. In the event of termination by either party, each party shall be responsible for its own costs incurred through the effective date of termination, as well as its own costs incurred after the effective date of termination and which are unrelated to the termination. If *DAF Activity* terminates this *Agreement* strictly for mission requirements or national security purposes, it shall not be liable to *Non-Federal Entity* or its contractors or subcontractors for any costs resulting from

or related to the termination, including, but not limited to, consequential damages or any other costs.

ARTICLE 8—DISPUTES

8.1. **Resolution of Disputes.** All disputes arising out of or related to this *Agreement* will be resolved in accordance with this Article. The parties agree to use reasonable efforts to reach a fair settlement of any dispute. Resolution attempts must be documented and maintained in the *Official File*. Pending the resolution of any informal or formal dispute process, work under this *Agreement* not subject to dispute may continue.

8.2. **Informal Resolution.** The parties agree to make a good faith attempt to informally resolve all disputes arising out of this *Agreement* among themselves before pursuing the formal dispute resolution process.

8.3. **Alternative Dispute Resolution Process.** In accordance with Department of Defense Instruction 5145.05, *Alternative Dispute Resolution (ADR) and Conflict Management* (27 May 2016) and Air Force Policy Directive 51-12, *Negotiation and Dispute Resolution* (5 June 2018), the parties should use ADR as an alternative to litigation or formal proceedings to the maximum extent practicable and appropriate. Either party may submit a written request for ADR to the other party any time prior to the submission of a request for a formal decision by the *Reviewing Official*. ADR may be used for all or a portion of the issue in controversy. The *DAF Activity* shall, within sixty (60) *Days* of receiving or submitting a request for ADR, identify in writing a third-party neutral suitable for the requested ADR process and provide an estimate or cost basis for the process. In identifying such third-party neutral, *DAF Activity* shall, with the assistance of the Department of the Air Force General Counsel (SAF/GC), make use of existing *Government* ADR resources to avoid unnecessary expenditure of time and money. The party in receipt of a request for ADR may provide a written rejection of the requested ADR process, which must include a detailed description of why the requested ADR process is not appropriate. Failure to provide such rejection to the other party within thirty (30) *Days* of the identification of a third-party neutral shall be deemed as an acceptance of the requested ADR process.

8.4. **Formal Decision by Reviewing Official.** If informal efforts to resolve disputes are unsuccessful, either party may request a formal decision by the *Reviewing Official*. The *Reviewing Official* must, within sixty (60) *Days* of receipt of the request for decision, issue a formal decision to the parties in writing. The decision of the *Reviewing Official* shall be binding on the parties unless appealed in accordance with paragraph 8.5.

8.5. **Final Agency Decision.** Either party may appeal the formal decision by the *Reviewing Official* by submitting a request for a final agency decision, along with a complete documentation of the dispute process, to the Office of the Secretary of the Air Force General Counsel for Acquisition (SAF/GCQ) within six (6) months of the issuance of the formal decision by the *Reviewing Official*. The Office of the Assistant Secretary of the Air Force for Acquisition (SAF/AQR) shall promptly notify the parties of the final agency decision in writing. The decision of SAF/AQR or designee shall be final and conclusive and shall be binding on the parties. Nothing in this *Agreement* may be interpreted to deny or limit the right of the parties to thereafter seek relief in federal court.

ARTICLE 9—REPRESENTATIONS

9.1. **Department of the Air Force Activity.** The *DAF Activity* hereby represents to *Non-Federal Entity* as follows:

9.1.1. **Mission.** The performance of the activities specified by this *Agreement* is consistent with the mission of *DAF Activity*.

9.1.2. **Authority.** The *DAF Activity* has obtained, prior to the execution of this *Agreement*, all prior reviews and approvals required by law or regulation. The *DAF Activity* officials signing and executing this *Agreement* have the requisite authority to do so.

9.1.3. **Statutory Compliance.** The *DAF Activity*, prior to entering into this *Agreement*, has: (1) given special consideration to entering into CRADAs with small business firms and consortia involving small business firms; (2) given preference to business units located in the United States which agree that products embodying an *Invention Made Under this Collaboration* or produced through the use of such *Invention* will be manufactured substantially in the United States; and (3) taken into consideration, in the event this *Agreement* is made with an industrial organization or other person subject to the control of a foreign company or government, whether or not such foreign government permits United States agencies, organizations, or other persons to enter into CRADAs and licensing agreements with such foreign country.

9.2. **Non-Federal Entity.** The *Non-Federal Entity* hereby represents to *DAF Activity* as follows:

9.2.1. **Corporate Organization.** The *Non-Federal Entity*, as of the date hereof, is a <<corporation>> duly organized, validly existing and in good standing under the laws of the State of <<State>>. The *Non-Federal Entity* is <<not>> a Small Business, as defined by the Small Business Administration. The *Non-Federal Entity* is <<not>> a foreign owned or a subsidiary of a foreign owned Non-Federal entity. [If foreign owned, indicate the country of ownership.]

9.2.2. **Statement of Ownership.** The *Non-Federal Entity* has the right to assignment of all *Inventions Made* and copyrightable works *Created* by its employees *Under this Collaboration*.

9.2.3. **Authority.** The *Non-Federal Entity* official executing this *Agreement* has the requisite authority to enter into this *Agreement* and *Non-Federal Entity* is authorized to perform according to the terms hereof.

9.2.4. **Infringement.** The *Non-Federal Entity* will not knowingly, without appropriate authorization and consent, infringe any third-party's intellectual property rights in the performance of work *Under this Collaboration*. The *Non-Federal Entity* will immediately notify *DAF Activity* of any potential infringement involving work *Under this Collaboration* upon receipt of a notice of infringement or after otherwise becoming aware of any possible infringement of a third party's intellectual property.

9.2.5. **Lawful Compliance.** The *Non-Federal Entity* will perform all activities under this *Agreement* in compliance with all applicable laws, regulations and policies.

9.2.6. **Certification.** Neither *Non-Federal Entity* nor any of its principals are currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participating in transactions with *Government*, the Department of War, or the Department of the Air Force. The *Non-Federal Entity* will promptly notify *DAF Activity* if such status changes during this *Agreement*.

ARTICLE 10—LIABILITY AND LIMITATIONS

10.1. **Property.** No real or tangible property or equipment may be furnished to the other party unless specifically identified in the *Joint Work Plan*.

10.1.1. All such property and equipment identified in the *Joint Work Plan* is furnished “AS IS” and the parties make NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, for any property or equipment furnished under this *Agreement*.

10.1.2. All *Government* property and equipment furnished to *Non-Federal Entity* under this *Agreement* must be returned to *DAF Activity* on or before the termination or expiration of this *Agreement*. The *Non-Federal Entity* shall immediately return or provide immediate access to any *Government* property or equipment provided to it under this *Agreement* that is deemed essential for national security or mission needs at the absolute discretion of the *Reviewing Official*. The unauthorized use of *Government* property can subject a person to fines, imprisonment, or both, under 18 U.S.C. § 641.

10.1.3. The party that has received property or equipment from the other party under this *Agreement* assumes the risk of, and shall be responsible for, any loss of such property or equipment upon its return, or failure to return when due, to the party providing the property or equipment. All property and equipment provided to the receiving party, unless otherwise specified in the *Joint Work Plan*, shall be returned in the same condition in which it was received, reasonable wear and tear excepted.

10.2. **Intellectual Property.** The parties make NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, including the conditions of the research or any *Invention* or other intellectual property, or product, whether tangible or intangible, provided, *Made, Created* or developed *Under this Collaboration*, or the merchantability, or fitness for a particular purpose of the research or any *Invention* or other intellectual property, or product. The parties further make no warranty that the use of any *Invention* or other intellectual property or product provided, contributed, *Made, Created* or developed *Under this Collaboration* will not infringe any other United States or foreign patent or other intellectual property right.

10.3. **DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

10.4. **No Waiver of Sovereign Immunity.** Notwithstanding any provision to the contrary, *Non-Federal Entity* understands and agrees that *Government* will not be liable to any party to this *Agreement*, whether directly or by way of contribution or indemnity, for any claim made by any person or other Non-Federal entity for personal injury or death or for property damage or loss, arising in any way from this *Agreement*, including, but not limited to, the later use, sale, or other disposition of research and technical developments, whether by resulting products or otherwise, whether *Made, Created*, or developed *Under this Collaboration* or contributed by either party

pursuant to this *Agreement*, except as provided under the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq.*) or other federal law where sovereign immunity has been explicitly waived.

ARTICLE 11—GENERAL TERMS & PROVISIONS

11.1. **Optional – Use if Toxic Waste is generated as part of this Agreement] Disposal of Toxic or Other Waste.** The *Non-Federal Entity* is responsible for either the removal and disposal from *DAF Activity* premises of any additional toxic and hazardous materials and wastes over and above amounts or different from types which would be produced during operations of *DAF Activity* facilities in the absence of this *Agreement* or for the costs associated with such additional removal or disposal, if any. The *Non-Federal Entity* must obtain, at its own expense, all necessary permits and licenses as required by local, state, and Federal law and regulation, and will effect such removal and disposal in a lawful and environmentally responsible manner.

11.2. **Force Majeure.** Neither party will be in breach of this *Agreement* for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform must promptly notify the other party, and in good faith maintain such part performance as is reasonably possible, and resume full performance as soon as is reasonably practicable.

11.3. **Relationship of the Parties.** The parties to this *Agreement* and their employees are independent contractors and are not agents of each other, joint venturers, partners, or joint parties to a formal business organization of any kind. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter, nor will either party be bound by the acts or conduct of the other. Each party will maintain sole and exclusive control over its own personnel and operations.

11.4. **Publicity/Non-Endorsement.** Any public announcement of this *Agreement* must be coordinated between *Non-Federal Entity*, *DAF Activity* and the public affairs office supporting *DAF Activity*. By entering into this *Agreement*, neither *DAF Activity* nor the *Government* directly or indirectly endorses any product or service provided, or to be provided, by *Non-Federal Entity*, its successors, assignees, or licensees. The *Non-Federal Entity* may not in any way imply that this *Agreement* is an endorsement of *Non-Federal Entity* or any such product or service.

11.5. **Publication or Public Disclosure.** The parties agree to confer and consult with each other prior to publication or other public disclosure of information obtained from, or results derived from, collaborative activities *Under this Collaboration* to ensure that no *Background Technology*, *Protected Information*, military critical technology, classified information, export controlled, or other controlled or sensitive information is inappropriately released.

11.5.1. Each party shall provide a complete copy of any such proposed publication or public disclosure to the other party as soon as practicable, subject to the limitations under paragraph 11.5.2, to allow the other party to submit objections to such publication or disclosure and to take suitable steps to secure appropriate protection in a timely manner.

11.5.2. Where submission of a complete copy of the proposed publication or disclosure is limited by law or regulation or where such submission is impractical, the party proposing such publication or disclosure shall provide a summary or description of the relevant information subject to publication or disclosure. Such summary or description shall be as reasonably complete as possible to allow the party to assess the need to protect sensitive information.

11.5.3. Neither party may proceed with such publication or public disclosure within thirty (30) *Days* of providing a copy, summary, or description of such publication or public disclosure under paragraph 11.5.1 or 11.5.2, without the express written consent of the other party.

11.5.4. Failure to object to such proposed publication or disclosure within ninety (90) *Days* after such proposed publication or disclosure was received from the other party, or prior to the actual publication or public disclosure, subject to paragraph 11.5.3, whichever is earlier, shall constitute implied assent to such publication or disclosure.

11.5.5. In all cases, a party proposing to publish or publicly disclose information obtained from the other party that is marked with a restriction limiting the distribution of such information, may not proceed with such publication or public disclosure without the express written consent of the other party.

11.5.6. Under no circumstances shall any review or assent of a proposed publication relieve the publishing party of its obligations under Executive Order 13526, “*Classified National Security Information*,” the Arms Export Control Act, or the Export Control Reform Act.

11.5.7. Subject to the restrictions under paragraph 11.4, any such publication or other public disclosure of work or results *Under this Collaboration* must, unless waived by the other party in writing, include a statement to the effect that the project or effort was made in the performance of a Cooperative Research and Development Agreement with the other party to this *Agreement*.

11.6. **Governing Law.** The construction, validity, performance and effect of this *Agreement* will be governed, for all purposes, by the laws applicable to *Government*.

11.7. **Waiver of Rights.** Any waiver must be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any party hereto.

11.8. **Entire Agreement.** This *Agreement* represents the entire agreement of the parties and is the complete and exclusive statement of their agreement.

11.9. **Severability.** The illegality or invalidity of any provision of this *Agreement* will not impair, affect, or invalidate the other provisions of this *Agreement*.

11.10. **Survivability.** All rights and responsibilities incurred under Section I: *Standard Terms and Conditions*, and Article E—*Intellectual Property*, shall survive the expiration or termination of this *Agreement*.

11.11. **Assignment.** Neither this *Agreement* nor any rights or obligations of either party hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

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

11.12 **[Alternate] ITAR Review.** Prior to beginning any activities Under this Agreement, *DAF Activity* will work closely with *Non-Federal Entity's* Export Compliance Office to determine if

any planned activities/research Under this Agreement would be subject to ITAR or Export Control restrictions. If so, *DAF Activity* and *Non-Federal Entity* will adjust the activities/research to avoid such restriction prior to beginning such activities/research Under this Agreement.

Prior to undertaking any activities Under this Agreement, *DAF Activity* will provide *Non-Federal Entity's* Export Compliance Office with the following information found in the suggested table below.

Export Item and Information Transfer Document			
Item or Information Description	Anticipated Use of Item or Information in Proposed Research	ITAR Category / Export Compliance Classification Number (ECCN)	Other Notes
None	None	None	None

11.13. **Classified Information.** No classified information will be submitted, received, discussed, or otherwise transferred between the parties under this *Agreement*.

11.13. **[Alternate] Classified Information.** All access by *Non-Federal Entity* to classified information shall be in accordance with 32 CFR Part 117, *National Industrial Security Program Operating Manual (NISPOM)*, and determined at the absolute discretion of *DAF Activity*. The *Non-Federal Entity* shall sign and comply with DD Form 441 (where applicable), *Department of Defense Security Agreement*, and DD Form 254, *Department of Defense Contract Security Classification Specification*. DD Form 254 shall be attached prior to beginning any work effort specified in the *Joint Work Plan* involving classified information. All classified information accessed by *Non-Federal Entity*, as well as appropriate justification for such access, must be identified in Article D of the *Joint Work Plan*. The *Non-Federal Entity* shall further comply with all Special Access Program (SAP) and Sensitive Compartmented Information (SCI) directives, manuals, and other guidelines determined to be appropriate by *DAF Activity*. Details of these arrangements shall be annotated in the attached DD Form 254.

11.14. **Records.** The *DAF Activity* will maintain a complete record of this *Agreement* in the *Official File*. This record will include, for example, a signed copy of this *Agreement*, legal review, all *Modifications*, *Amendments* and attachments thereto, an archive of all *Background Technology* and *Protected Information* provided by either party—which shall be used solely for the purpose of documenting *DAF Activity's* obligations under this *Agreement*—and all formal notices received by or delivered to *Non-Federal Entity* under Article 12—“*Notices*,” in accordance with 15 U.S.C. § 3710a(c)(6).

11.15 **No Human or Animal Research.** No work performed *Under this Collaboration* will involve human or animal subjects. Absolutely no human or animal research or testing is authorized under this *Agreement* or any *Modification* thereto.

11.15 **[Alternate] Human Subjects and Animal Research.** Work performed *Under this Collaboration* may involve human or animal subjects. All human subjects research performed *Under this Collaboration* must comply with DoDI 3216.02, *Protection of Human Subjects and Adherence to Ethical Standards in DoD-Conducted and -Supported Research* (15 April 2020), DoDI 3216.02, *Protection of Human Subjects and Adherence to Ethical Standards in DoD-*

Conducted and –Supported Research (15 April 202) or DoDI 3216.02_AFI40-402, *Protection of Human Subjects in Biomedical and Behavioral Research* (11 January 2024) and all applicable law, regulation and policy. All animal research performed *Under this Collaboration* must comply with DoDI 3216.01, *Use of Animals in DoD Conducted and Supported Research and Training* (20 March 2019), DHA-MSR 6025.02 (also AFMAN 40-401(I)), *The Care and Use of Laboratory Animals in DoD Research, Development, Test, and Evaluation (RDT&E) or Training Programs* (21 October 2022 for AFI and 1 September 2022 for DHA-MSR), and all applicable laws, regulations, and policies. Absolutely no human subjects or animal research will be conducted *Under this Collaboration* before obtaining appropriate approval.

11.15 [Alternate] Human Subjects Research. Research conducted *Under this Collaboration* involving human subjects, human subject data, or human tissues within the meaning of 32 C.F.R. Part 219, will be conducted in accordance with all applicable federal laws and regulations, including without limitation 10 U.S.C. § 980, 32 C.F.R. 219, *Protection of Human Subjects*, DoDI 3216.02, *Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research* (15 April 2020), and DoDI 3216.02_AFI40-402, *Protection of Human Subjects in Biomedical and Behavioral Research* (11 January 2024), and all applicable law, regulation, and policies. No human subjects research will be conducted *Under this Collaboration* before obtaining appropriate approval. No animal research is authorized under this *Agreement* or any *Modification* thereto.

11.15 [Alternate] Animal Research. All animal research performed *Under this Collaboration* must comply with DoDI 3216.01, *Use of Animals in DoD Conducted and Supported Research and Training* (20 March 2019), DHA-MSR 6025.02 (also AFMAN 40-401(I)), *The Care and Use of Laboratory Animals in DoD Research, Development, Test, and Evaluation (RDT&E) or Training Programs* (21 October 2022 for AFI and 1 September 2022 for DHA-MSR), and all applicable laws, regulations, and policies. No human subjects research is authorized under this *Agreement* or any *Modification* thereto.

11.16 [Optional – Use when working with identifiable patient data] Protected Health Information. Research and information sharing *Under this Collaboration* will be conducted in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations (45 CFR Parts 160-164), including DoDI 6025.18, *Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs* (13 March 2019), and DoDI 8580.02, *Security of Individually Identifiable Health Information in DoD Health Care Programs* (12 August 2015), and DoDM 6025.18, *Implementation of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule in DoD Health Care Programs* (13 March 2019), as amended or codified in successor publications, and in accordance with a Business Associate Agreement (if applicable and attached as Appendix C). Research subjects' authorization to release information (or waiver of such authorization, if applicable) will be addressed by the Institutional Review Board or other appropriate compliance body for each research institution. Identifiable patient data shall only be disclosed in accordance with the Federal Privacy Act, 5 U.S.C. § 552a, and HIPAA.

11.16 **Implementation of Operations Security (OPSEC) by *DAF Activity*.** General OPSEC procedures, policies and awareness are required in an effort to reduce program vulnerability to adversary effort to collect and exploit critical information. OPSEC shall be applied as a protective measure throughout the life cycle of this *Agreement*.

ARTICLE 12—NOTICES

Notices specified in this *Agreement* must be addressed and sent as follows:

12.1. **Formal Notices.** Send formal notices under this *Agreement*, including copyright, invention and patent correspondence, by prepaid, certified U.S. Mail, or by electronic mail with a non-automated confirmation receipt by receiving party (note: If receiving party requires a “wet signature,” that party should not provide confirmation to the sender but should instead indicate the need for an original document), to:

Non-Federal Entity

Attn: <<Non-Federal Entity POC>>
 << Non-Federal Entity Address-Line1>>
 << Non-Federal Entity Address-Line2>>
 << Non-Federal Entity City, State, Zip>>
 <<Unique Non-Federal Entity ID>> (Sam.Gov)
 <<CAGE/NCAGE:>> (Sam.Gov)
 <<Congressional District>> (Sam.Gov)

Phone:
 Email:

DAF Activity

Attn: <<ORTA POC/Office Symbol>>
 <<ORTA Address-Line1>>
 <<ORTA Address-Line2>>
 <<ORTA City, State, Zip>>
 ** May not have Unique Non-Federal Entity ID or Cage number**

Phone:
 Email:

12.2. **Technical Matters.** Send informal correspondence on technical matters to the Technical Point of Contact (TPOC), designated below, by U.S. Mail or electronic mail to:

Non-Federal Entity

Attn: << Non-Federal Entity-TPOC>>
 << Non-Federal Entity-TPOC Address-Line1>>
 << Non-Federal Entity-TPOC Address-Line2>>
 << Non-Federal Entity-TPOC City, State, Zip>>

Phone:
 Email:

DAF Activity

Attn: <<DAF-TPOC>>
 <<DAF-TPOC Address-Line1>>
 <<DAF-TPOC Address-Line2>>
 <<DAF-TPOC City, State, Zip>>

Phone:
 Email:

SECTION II: JOINT WORK PLAN

“Title”

ARTICLE A—PROJECT DESCRIPTION

A.1. **Executive Summary.** [Provide a brief overview, abstract, or executive summary of the proposed collaboration in a single paragraph.]

ARTICLE B—OBJECTIVES

B.1. **Nature of Collaboration and CRADA Objectives.** [Describe the overall nature and objectives of the collaboration (i.e., what are the parties planning to do, what question are they trying to answer, and what do they hope to achieve?) Explain the problem or question to be investigated and describe the RDT&E anticipated during the collaboration.) This paragraph should answer the question: if everything goes as planned and the work is successful, what will this *Agreement* achieve?]

B.2. **Technology Transfer.** [Describe the objective of the *Agreement* in terms that show it meets the statutory requirement of the *Federal Technology Transfer Act* – that is, that it serves “to transfer federally owned or originated technology to State and local governments and to the private sector.”]

B.3. **Benefit to Department of the Air Force Mission.**

B.3.1. **Description of Benefit to *DAF Activity*.** [Describe the objective of the *Agreement* in qualitative terms that show it serves the DAF mission. Answer the question, “What does the DAF get out of this *Agreement*?” The activities under this *Agreement* must be directed “toward the conduct of specified research or development efforts which are consistent with the missions of the laboratory.”]

B.3.2. **Estimated Benefit to *DAF Activity*.** [Provide an estimate of the benefit to *DAF Activity* in both tangible and intangible terms. Use quantitative terms, if possible (e.g., dollars saved, hours of labor saved, etc.). If the benefit is achieving a capability that can’t be done alone, describe the benefit and define how much it’s worth or explain why it’s important. If the benefit is intangible—such as helping to shape the future workforce or building improved relationships, or if it is otherwise impossible to estimate, merely list or describe the benefits.]

B.4. **Benefit to *Non-Federal Entity*.**

B.4.1. **Description of Benefit to *Non-Federal Entity*.** [Describe the objective from *Non-Federal Entity*’s perspective. How does it benefit *Non-Federal Entity*?]

B.4.2. **Estimated Benefit to *Non-Federal Entity*.** [Provide estimate of benefit to *Non-Federal Entity*.]

B.5. **Estimated Value of Contributions.** In contrast to an estimate of the benefits received, provide an estimate of all resources committed by each party in support of this collaboration.

B.5.1 Estimated Contributions by DAF Activity. The *DAF Activity* estimates the following contributions toward this CRADA effort:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
TOTAL	\$	N

B.5.2 Estimated Contributions by Non-Federal Entity. The *Non-Federal Entity* estimates the following contributions toward this CRADA effort:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
TOTAL	\$	N

ARTICLE C—PARTIES AND OTHER PARTICIPANTS

C.1. Relationship of Parties. [Explain how this relationship between *DAF Activity* and *Non-Federal Entity* developed and why the parties are partnering with each other. It should be clear that *DAF Activity* is not: (1) providing an unfair competitive advantage to *Non-Federal Entity*; (2) unduly competing with the private sector; or (3) establishing a sole source for future procurement needs. See DoDI 5535.8, Enclosure 2.]

C.2. Other Participants. [Provide the name and address of business entities, if any, that may contribute to the R&D effort under this *Agreement*. Provide the role(s) that each participant will have. Identify whether the other participant(s) is foreign owned or controlled.] [Examples of other participants include suppliers and sub-contractors, R&D partners, etc.]

ARTICLE D—TECHNICAL TASKS

[NOTE: This Article is the “heart” of the CRADA – this section should clearly describe the work to be performed by both parties.]

D.1. **Department of the Air Force Activity.** [Describe the specific tasks *DAF Activity* will perform under this *Agreement*. The manpower and other resources that will be called upon to accomplish the tasks should be defined with specificity.]

D.2. **Non-Federal Entity.** [Describe the specific tasks *Non-Federal Entity* will perform under this *Agreement*.]

ARTICLE E—INTELLECTUAL PROPERTY

E.1. **Background Technology.** A designation of relevant *Background Technology*, if any, each party brings to this *Agreement* is listed below, along with a detailed description or appropriate citation (e.g., patent number, software version, etc) for each item and the type of intellectual property protection that applies (e.g., trade secret, copyright, patent or patent application, etc). No *Background Technology* may be added after the *Effective Date* except by *Modification* or *Amendment*.

E.1.1. **Department of the Air Force Activity Background Technology.** [None.]

E.1.2. **Non-Federal Entity Background Technology.** [None.]

E.2. **No Effect on Rights of Background Technology.** Except as provided in paragraph 6.2, the designation of technology as *Background Technology* does not create or establish any rights in *Background Technology*. Nothing in this *Agreement* shall be construed to otherwise alter or affect any rights of either party to any technology listed as *Background Technology* that exist or are modified outside this *Agreement*.

E.3. **Other Privileged or Proprietary Information.** Privileged or proprietary information (e.g., commercial or financial information developed prior to this *Agreement* but not qualifying as *Background Technology*), should be conspicuously marked with the appropriate legend (e.g., “Proprietary Information”) when provided to the other party. The receiving party shall protect such information with at least the same care as it would protect its own trade secret information (or information that would be a trade secret if originating from a non-federal party).

E.4. **Standard Markings.**

E.4.1. **Background Technology.** All *Background Technology* will be identified as such with a marking. For example:

[PARTY NAME] – BACKGROUND TECHNOLOGY

The right to use, modify, reproduce, release, perform, display, disclose or dispose of information revealed herein is restricted in accordance with DTTIS Number.

This information shall be protected in accordance with 15 U.S.C. § 3710a(c)(7). Any information subject to this legend may only be reproduced or disclosed if authorized under that agreement and every such reproduction or disclosure must also be prominently marked with this legend.

If you are not permitted to receive this information under that agreement, you must immediately return it to an authorized representative.

Figure 1: Marking of *Background Technology*

E.4.2. ***Protected Information.*** All *Protected Information* will be identified as such with a marking. For example:

[PARTY NAME] – PROTECTED INFORMATION

The right to use, modify, reproduce, release, perform, display, disclose or dispose of information revealed herein is restricted in accordance with DTTIS Number.

This information shall be protected in accordance with 15 U.S.C. § 3710a(c)(7). Any information subject to this legend may only be reproduced or disclosed if authorized under that agreement and every such reproduction or disclosure must also be prominently marked with this legend.

If you are not permitted to receive this information under that agreement, you must immediately return it to an authorized representative.

Figure 2: Marking of *Protected Information*

E.4.3. ***Future Use of Information subject to Special Purpose License.*** Use of information developed or *Created Under this Collaboration* and subject to a *Special Purpose License* in a future *Government* procurement, in accordance with paragraph 6.7, will be identified as such with a marking. For example:

<u>GOVERNMENT PURPOSE RIGHTS</u>
DTTIS Number
[Non-Federal Entity Name]
[Non-Federal Entity Address]
Expiration Date: NONE

Figure 3: Marking of information subject to *Special Purpose License* in future *Government* procurement

ARTICLE F—DELIVERABLES

F.1. **Property and Equipment.** No real or tangible property or equipment will be furnished by either party *Under this Collaboration*. [Otherwise, describe all property and equipment to be furnished under the CRADA and establish, for each item, the date of purchase or approximate age of the item, approximate value, who will be responsible for the transportation/cost of furnishing the item, when it will be transferred and when it will be returned and who is responsible for returning the item, if applicable.]

F.2. **Annual and Interim Reports.** The *DAF Activity* is responsible for ensuring an annual, interim, or final report for this *Agreement* is completed at least once per year (a sample template for an annual report is included in Appendix B). The annual report should be completed with the input of both parties and should include: a summary of activities, issues, and accomplishments; a listing of objectives met, technology developed, and benefits received; and a decision to continue the *Agreement*, based on a finding that the *Agreement* is of mutual benefit and is expected to continue to be beneficial to both parties, or a decision to terminate the *Agreement*. All reports shall explicitly state whether any *Invention* was *Made* by either party under this *Agreement* and, if so, identify each such *Invention*. [Identify any other reports, if any, that will be provided describing the results of the CRADA, including the format, who will produce them, and when they will be delivered.]

F.3. **Final Report.** The final report for this *Agreement* will be completed jointly by *DAF Activity and Non-Federal Entity* and will be completed by the last day of the month following the month of termination or expiration of this *Agreement*.

F.4. **Delivery of Reports.** All reports to be delivered under this *Agreement* shall be delivered to the individuals specified in Article 12—“*Notices*” and maintained in the *Official File*.

F.5. **Other Deliverables.** [Identify technical data, computer software, equipment, and all other property or products expected to be provided to the other party under this *Agreement*.]

ARTICLE G—MILESTONES. [Give the dates for specific milestones within the term of the CRADA on which each party is expected to complete its tasks. These milestones must be consistent with the expiration date indicated in Section III.]

**APPENDIX A:
CONFIRMATORY LICENSE**

Cooperative Research and Development Agreement (CRADA) DTTIS No.:

Licensor (Non-Federal Entity):

[Name/Address/E-mail]

Licensee (DAF Activity):

[Name/Address/E-mail]

The invention identified below was developed under the referenced CRADA with the United States of America, Department of the Air Force. This confirmatory license documents the paid-up, royalty free, irrevocable, non-exclusive license to practice or have practiced for or on behalf of the Government of the United States of America (“Government”), and hereby grants to Government the irrevocable power to inspect and make copies of the patent application identified below.

Title of Invention:

Name of Inventor(s):

Patent Application Filing Date:

Serial No.:

I certify that I am a duly authorized representative of Licensor.

Date

[Name]

[Title]

[Address]

[Phone/E-mail]

APPENDIX B:
ANNUAL/FINAL REPORT TEMPLATE

[Department of the Air Force Activity]
[Non-Federal Entity]
[Title]

CRADA Annual/Final Report

[Start Date] — [End Date]

The CRADA between Department of the Air Force Activity and Non-Federal Entity was executed on [CRADA Effective Date] for a term of [term] months. All milestones have been met and the projects specified in the Joint Work Plan have been proceeding as planned. The parties consider the CRADA to be a successful collaboration.

1. Funds. During the past year, what payments, if any, were provided by Non-Federal Entity to DAF Activity, and when were they received? Specify the total funds received under the CRADA to date.

Payments received by Department of the Air Force:

- (1) \$ n on [date 1st payment received].
- (2) \$ m on [date 2nd payment received].

Total funds received by Department of the Air Force in [Report Year]: \$ N.

Total funds received by Department of the Air Force under the CRADA to date: \$ M.

2. Equipment. During the past year, what equipment or material was provided under the CRADA by either party, and when was it transferred?

No equipment was provided by either party during the past year.
[Or provide list of equipment]

3. Inventions. During the past year, identify any inventions made under the CRADA, and when they were reported to the other party.

None.
[Or provide list of Inventions]

4. Technology Transfer. Identify the benefits of Technology Transfer to the Department of the Air Force during the past year (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Provided DAF with a new capability | <input type="checkbox"/> Developed new technology |
| <input type="checkbox"/> Reduced DAF manpower requirements | <input type="checkbox"/> Improved technology or software |

- | | |
|--|--|
| <input type="checkbox"/> Saved DAF resources
(other than manpower) | <input type="checkbox"/> Assisted in the development of the
future workforce |
| <input type="checkbox"/> Developed relationship in local community | <input type="checkbox"/> Increased Technology Readiness
Level (TRL) of Technology |
| <input type="checkbox"/> Developed relationship in S&T community | |
| <input type="checkbox"/> Facilitated investment strategy | <input type="checkbox"/> Facilitated commercialization |
| <input type="checkbox"/> Increased Manufacturing Readiness Level (MRL) | |

5. Estimated Value of Contributions. During the past year, the parties estimate the approximate value of their contributions under this *Agreement* as follows:

a. The *Non-Federal Entity* contributions:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
(7) Funds	\$	n
<hr/>		
TOTAL	\$	N

b. The *DAF Activity* contributions:

(1) Personnel / Labor	\$	n
(2) Services	\$	n
(3) Facilities	\$	n
(4) Supplies and Equipment	\$	n
(5) Intellectual Property	\$	n
(6) Other Resources	\$	n
<hr/>		
TOTAL	\$	N

6. Description of Activities. [Provide a detailed description of the activities completed under the CRADA during the past year. Include any completed milestones.]

7. Issues / Areas of Concern. [Describe any significant problems or issues.]

8. Recommendation. We recommend the CRADA effort continue to expiration. No extension of time is anticipated at this point.

Signature of
DAF Activity TPOC

Date

Technology Areas

Please have your TPOC complete the following form with the appropriate technology areas below. If you know the “sub” technology, mark that as well if applicable.

Advanced Electronics

- Electronic Materials
- EO/IR Components sensing, transmission and communication
- Microelectronics and nanoelectronics
- Semiconductor Fabrication
- Advanced Packaging
- Memory Technologies (MRAM, RRAM)
- Power Electronics
- Flexible and Printed Electronics
- RF Components for sensing, transmission and communication

Air Platforms

- Aircraft Propulsion
- Fixed Wing Vehicles
- High-Speed/Hypersonics
- Rotary Wing Vehicles

Autonomy

- Human/Autonomous System Interaction and Collaboration (HASIC)
- Machine Perception, Reasoning and Intelligence (MPRI)
- Scalable Teaming of Autonomous Systems (STAS)
- Test, Evaluation, Validation, and Verification (TEVV)
- Explainable AI (XAI)
- Robust and Secure AI
- Fair and Ethical AI
- Verification and Validation of AI Systems

- Human-AI Collaboration

Biomedical (ASBREM)

- Biomedical Informatics / Health Information Systems & Technology
- Military Infectious Diseases (MID)
- Military Operational Medicine (MOM)
- Combat Casualty Care (CCC)
- Medical Radiological Defense (MRD)
- Clinical and Rehabilitative Medicine (CRM)
- Medical Chem-Bio Defense (MCBD)

 Biotechnology

- Genomics and Genetic Engineering
- Biopharmaceuticals
- Biomaterials and Tissue Engineering
- Bioinformatics and Computational Biology
- Agricultural Biotechnology

 C4I

- Advanced Computing/Software Development
- Human Computer Interfaces (HCI) for Decision Making
- Information Collection/Management
- Synthesis/Analytics/Decision Tools

 Counter-IED (ALUMNI COI)

- Identify Threat Networks that Employ or Facilitate IEDs
- Detect IEDs and/or IED Components
- Prevent and/or Neutralize IEDs
- Mitigate IED Effects
- Distribute IED-related Data across the Cols
- Train C-IED Capabilities

 Counter-WMD (ALUMNI COI)

- Understand the Environment, Threats, and Vulnerabilities
- Control, Defeat, Disable and/or Dispose of WMD Threats
- Safeguard the Force and Manage Consequences

- Cyber**

- Assuring Effective Missions
- Agile Operations
- Resilient Infrastructure
- Trust Foundations

- Directed Energy**

- Lasers
- High-Power Microwaves (HPM)
- Particle Beams
- Power Beaming

- Electronics Integration**

- Electronic Materials
- EO/IR Components sensing, transmission and communication
- Microelectronics and nanoelectronics
- RF Components for sensing, transmission and communication

- Electromagnetic Warfare**

- Cognitive/Adaptive Capabilities
- Distributed/Coordinated/Net-Enabled Systems
- Preemptive/Proactive Effects
- Broadband/Multispectral Components and Systems
- Modular/Open/Reconfigurable Architectures
- Advanced Electronic Protection Techniques and Technology

Energy and Power

- Electromechanical Conversion
- Energy Storage
- Power Control and Distribution
- Power Generation/Energy Conversion
- Thermal Transport and Control
- Solar Energy
- Wind Energy
- Smart Grid Technologies
- Hydrogen Production and Fuel Cells

 Engineered Resilient Systems (ALUMNI COI)

- Tradespace Analysis
- Collaborative Analysis and Decision-making
- Conceptual, Computational, and World-Wide Environmental Representation
- Integrating Architecture and Capability Demonstrations
- Computational Research Engineering Acquisition Tools and Environment (CREATE)

 Ground and Sea Platform

- Maintainability/Sustainability
- Modularity
- Mobility
- Survivability
- Unmanned Ground and Sea Vehicles

 Human Systems

- Personalized Assessment, Education, and Training
- Protection, Sustainment, and Warfighter Performance
- System Interfaces & Cognitive Processes

Hypersonic

- Hypersonic Aerodynamics
- Thermal Protection Systems
- Scramjet Engines
- Hypersonic Missiles

 Kinetic Weapons **Materials and Manufacturing Processes**

- Materials/Processes for Survivability & Life Extension
- Manufacturing Technology for Affordability
- Environmental Quality
- Civil Engineering
- Nanomaterials
- Metamaterials
- Bioinspired Materials
- High-Entropy Alloys
- Additive Manufacturing (3D Printing)

 Sensors and Processing

- Radio Frequency (RF) (non-EW)
- Acoustic, Seismic and Magnetic
- Electro-Optical/Infrared (EO/IR)
- Additional Materials

 Space

- Satellite Communications (SATCOM)
- Missile Warning, Missile Defense, Kill Assessment and Attack Assessment
- Positioning, Navigation and Timing (PNT)
- Intelligence, Surveillance and Reconnaissance (ISR)
- Space Control (SC) and Space Situational Awareness (SSA)

- Space Access (SA)
- Space and Terrestrial Environmental Monitoring (EM)
- Command and Control (C2); and Satellite Operations (SATOPS)
- Space Enablers
- Space Resilience
- Spacecraft Design and Propulsion
- Space-Based Observation and Remote Sensing
- Human Spaceflight and Exploration
- In-Space Manufacturing and Assembly

Future Generation Wireless Technology (6G and Beyond)

- Terahertz Communications
- Reconfigurable Intelligent Surfaces (RIS)
- Non-Terrestrial Networks (NTN)
- Cellular IoT and Massive Machine-Type Communication (mMTC)
- Artificial Intelligence for Wireless Networks

Integrated Network Systems-of-Systems

- Internet of Things (IoT)
- Cyber-Physical Systems (CPS)
- Cloud Computing and Edge Computing
- Network Security
- Software-Defined Networking (SDN) and Network Function Virtualization (NFV)

Human-Machine Interfaces

- Virtual Reality (VR) and Augmented Reality (AR)
- Haptic Feedback and Force Feedback
- Brain-Computer Interfaces (BCI)
- Natural Language Processing (NLP)
- Gesture Recognition and Computer Vision

Quantum Science

- Quantum Computing
- Quantum Communication
- Quantum Sensing
- Quantum Materials

Advanced Computing and Software

- High-Performance Computing (HPC)
- Cloud Computing and Edge Computing
- Artificial Intelligence (AI) and Machine Learning (ML)
- Data Science and Analytics
- Cybersecurity