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**UNITED STATES AIR FORCE**

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**

**(CRADA)**

*between*

**<<Air Force Activity>>**

*and*

**<<Collaborator>>**

“Title”

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SECTION I:

*STANDARD TERMS AND CONDITIONS*

# PREAMBLE

* 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 61-3, *Domestic Technology Transfer* (20 May 2013) and Air Force Instruction 61-302, *Cooperative Research and Development Agreements* (30 May 2001) by and between <<Collaborator>> (“*Collaborator*”), located at <<Address of *Collaborator*>>, and the United States of America as represented by the Department of the Air Force, acting through <<Air Force Activity**>>**, (“*Air Force Activity*”), located at <<Address of *Air Force Activity***>>**.
	2. This *Agreement* is binding on *Air Force Activity* and *Collaborator* according to the terms and conditions set forth as follows.

# 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.

* 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. **“*Effective* *Date*”** is the date this *Agreement* is signed by the appropriate *Air Force Activity* official after having been signed by the appropriate *Collaborator* official unless the *Reviewing Official* disapproves of or requires modification to this *Agreement* within thirty (30) *Days* of the date signed by *Air Force Activity*. In all cases where the *Reviewing Official* for *Air Force Activity* has not been delegated below the Air Force Technology Executive Officer, this *Agreement* will not be effective until signed by the *Reviewing Official*.
	3. **“*Government*”** means the Government of the United States of America including any agency or agencies thereof.
	4. **“*Invention*”** means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code or any novel variety of plant which is or may be protectable under the *Plant Variety Protection Act* (7 U.S.C. § 2321 *et seq*). See 35 U.S.C. § 201(d).
	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.
	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).
	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 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.
	8. **“*Under this Collaboration*”** means work performed by *Air Force Activity* or *Collaborator* employees in furtherance of their obligations or responsibilities described in the *Joint Work Plan*.
	9. **“*Collaborator Restricted* *Information*”** is privileged or confidential information developed in whole or in part by *Collaborator* *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. *Collaborator 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.
	10. **“*Restricted Access Information*”** is information developed solely by *Air Force 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.
	11. **“*Protected Information*”** is any information developed *Under this Collaboration*, including both *Collaborator Restricted Information* and *Restricted Access Information*.
	12. ***“Background Technology”*** is specified technology brought to this *Agreement* by either party consisting of privileged or restricted information or intellectual property 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.
	13. **“*Special Purpose* *License*”** means a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free and paid-up license to *Air Force Activity* for or on behalf of *Government* to use, modify, reproduce, perform, display, release, or disclose copyrighted works or *Collaborator Restricted Information*, in whole or in part, and in any manner, and for any purpose whatsoever, and to have or authorize others to do so for research or other government purposes. Research or other government purposes include competitive procurement, but do not include the right to have or authorize others to use, duplicate, prepare derivative works, distribute or disclose copyrighted works or *Collaborator Restricted* *Information* for commercial purposes.
	14. “***Confirmatory License***” refers to a single-page document submitted by *Collaborator* to *Air Force 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 *Collaborator*. The *Air Force Activity* will record the *Confirmatory License* at the United States Patent and Trademark Office. See Appendix A, Section II: *Joint Work Plan*.
	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.
	16. “***Official File***” refers to the official *Government* record of this *Agreement*, maintained by *Air Force Activity* and accessible by the Office of Research and Technology Applications (ORTA) specified as the *Air Force 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*.”
	17. **“*Days*”** refer to calendar days unless specified otherwise.

# FINANCIAL CONSIDERATIONS

* 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*. <<The *Collaborator* will pay *Air Force Activity* $X US within thirty (30) *Days* after the *Effective* *Date*. Subsequent payments will be paid as follows: >>
	2. **Payments**. Except as provided for in paragraph 3.4, payments by *Collaborator* to *Air Force Activity* under this Article shall be made payable to <<Air Force Activity FAS>> and mailed to the following address:

<<Address - Provide payment address even if payment is not anticipated. >>

* 1. **Notice to Accompany Payments**. Payments shall reference this *Agreement* by USAF 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*.”
	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*.”
1. **INVENTION DISCLOSURES & PATENTS**
	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.
	2. **Rights and Licensing of *Inventions Made Under this Collaboration***.
		1. **Sole Inventions**. Each party will separately own any *Invention* *Made* *Under* *this* *Collaboration* solely by its respective employees.
			1. **License to *Air Force Activity***. The *Collaborator* will grant to *Air Force 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 *Collaborator* employees. The *Collaborator* will promptly provide a *Confirmatory License* upon request by *Air Force Activity* for any *Invention Made Under this Collaboration* that isowned by *Collaborator*.
			2. **License to *Collaborator***. The *Air Force Activity* will grant to *Collaborator* a paid-up, royalty-free, irrevocable, non-exclusive license to practice any *Invention* *Made* *Under this Collaboration* solely by *Air Force Activity* employees. The *Air Force Activity* will promptly provide a *Confirmatory License* upon request by *Collaborator* for any *Invention Made Under this Collaboration* that isowned by *Air Force Activity*.
			3. **Option for *Collaborator* to Obtain Exclusive License**. The *Collaborator* 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), in any *Invention* *Made* *Under this* *Collaboration* solely by *Air Force Activity* employees.
				1. The *Collaborator* 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 *Collaborator* 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 *Air Force Activity*. Any such extensions approved by *Air Force Activity* must be in writing.
				2. The *Collaborator* shall have the right of enforcement under chapter 29 of Title 35, United States Code, for an exclusive license entered into under this paragraph.
		2. **Joint Inventions**. An *Invention* *Made* *Under* *this* *Collaboration* jointly by *Air Force Activity* employees and *Collaborator* employees (“*Joint Invention*”) will be jointly owned by both parties.
			1. ***Collaborator* Election**. The *Collaborator* shall promptly elect whether to grant title of its ownership interest in a *Joint Invention* to *Air Force Activity*, subject to a non-exclusive, irrevocable, paid-up, royalty-free license to practice the *Invention* from *Air Force Activity* to *Collaborator*.
			2. **Assignment**. If *Collaborator* appropriately files a non-provisional patent application on a *Joint* *Invention*, *Air Force Activity* may, at its discretion, assign title in that *Invention* to *Collaborator*, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1).
			3. **Joint Ownership Agreement**. The *Air Force Activity* will promptly provide a draft Joint Ownership Agreement to *Collaborator* 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 *Collaborator* will be responsible for all patent preparation and prosecution under the *Joint Ownership Agreement*.
		3. **General Terms**.
			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.
			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.
			3. **Patent Expenses**. The party filing an application on any *Joint* *Invention* is responsible for all patent application preparation and filing expenses and issuance, post issuance, and patent maintenance fees associated with that application while this *Agreement* is in effect, unless otherwise agreed to under a License Agreement or Joint Ownership Agreement.
			4. **Collaborator Rights to Employee *Inventions***. The *Collaborator* shall ensure that it obtains rights to all *Inventions* *Made* by one or more of its employees *Under this Collaboration*.
			5. **Federal Regulations**. Any license granted to *Collaborator* under this Article shall be subject to the restrictions set forth under Part 404, Title 37, Code of Federal Regulations.
	3. **Licensing Other Federally Owned *Inventions***. The *Collaborator* 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. **Participation of Third Parties.** Except as specified in paragraph 4.4.1, 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*.
		1. **Third Party Support of** ***Air Force Activity***. The *Air Force Activity* may use the support and research services of 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 *Air Force 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.
		2. **Support Contractor Inventions**. The *Collaborator* acknowledges and agrees that invention rights under the Bayh-Dole Act, 35 U.S.C. § 200 *et seq*., or the applicable patent rights or copyright 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, and in such cases, may limit *Collaborator’s* rights or options in such inventions or copyrighted material under this Article. Rights to any *Invention Made Under this Collaboration* in whole or in partby an Air Force A&AS contractor employee will, to the maximum extent allowable under the terms of that contract, be secured by *Air Force Activity* and treated, to the furthest extent possible, as an *Air Force Activity* *Invention* for purposes of this *Agreement*.
		3. **Third Party Support of** ***Collaborator***. No information, material, equipment, or other resources provided by *Collaborator* 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 *Collaborator* for participation under this *Agreement* shall contain terms consistent with this provision and which are at least sufficient to provide *Air Force Activity* all rights anticipated under this *Agreement* as if *Collaborator* was providing the support itself. The *Collaborator* shall provide a copy of any such third party support agreement to *Air Force Activity* within thirty (30) *Days* of the execution of this *Agreement* or the third party support agreement, whichever is later.
2. **COPYRIGHT PROTECTION**
	1. **Ownership of Copyrighted Works**. The *Collaborator* shall ensure that it obtains rights to all copyrightable works *Created* by one or more employees *Under this Collaboration*. The *Collaborator* shall own the copyright in all works copyrightable under Title 17, United States Code, *Created* solely by *Collaborator* employees *Under this Collaboration* or, subject to the rights of third parties under paragraph 4.4.2*, Created* in part by *Collaborator* employees *Under this Collaboration*.
	2. **License in Published Copyrighted Works**. The *Collaborator* hereby grants in advance to *Government* a *Special Purpose License* in all published copyrighted works *Created* *Under this* *Collaboration*. The *Collaborator* 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.”
	3. **Copies of Published Copyrighted Works**. The *Collaborator* must furnish to *Air Force Activity*, at no cost to *Air Force Activity*, one copy of each published copyrighted work *Created* in whole or in part by *Collaborator* *Under this* *Collaboration*. The *Collaborator* is not required to provide a copy of any such work that is only published electronically if the publication is accessible without cost to *Air Force Activity*.
3. **BACKGROUND TECHNOLOGY AND PROTECTED INFORMATION**
	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.
	2. **Disclosure and Use of *Background Technology***. All *Background Technology* provided to the other party must be specifically identified in the *Joint Work Plan*.
		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*.
		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.
	3. **Computer Software and Computer Software Documentation**. All computer software and computer software documentation *Made*, *Created* or developed *Under this Collaboration* by *Collaborator* shall be treated as *Collaborator Restricted Information* for purposes of determining rights in such computer software and computer software documentation.
	4. ***Collaborator Restricted Information***. The *Collaborator* grants a *Special Purpose License* to *Air Force Activity* in all *Collaborator Restricted Information* developed by *Collaborator* *Under this Collaboration*.
	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 *Collaborator* may only use or disclose in confidence, or authorize others to use or disclose in confidence, *Restricted Access Information* developed by *Air Force Activity Under this Collaboration*.
	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). 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.
	7. **Mandatory *Government* Provisions**. In accordance with Federal law (e.g., section 620 of Public Law 108-447), the following provisions are included as required by law.
		1. This *Agreement* does not bar disclosures to Congress or to an authorized official of an executive agency or the United States Department of Justice that are essential to reporting a substantial violation of law.
		2. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; 5 U.S.C. § 7211 (governing disclosures to Congress); 10 U.S.C. § 1034 as amended by the *Military Whistleblower Protection Act* (governing disclosure to Congress by members of the military); 5 U.S.C. § 2302(b)(8) as amended by the *Whistleblower Protection Act* (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the *Intelligence Identities Protection Act of 1982* (50 U.S.C. § 421 *et seq*.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including 18 U.S.C. §§ 641, 793, 794, 798 & 952, and section 4(b) of the *Subversive Activities Act of 1950* (50 U.S.C. § 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this *Agreement* and are controlling.
	8. **Future Use of Information and Technology in *Government* Procurement**. Any copyrightable work or *Collaborator Restricted Information* to which *Air Force 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.
4. **TERM OF AGREEMENT, MODIFICATIONS & TERMINATION**
	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.
	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.
	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 executed by the *Reviewing Official*. Each *Amendment* will be attached hereto.
	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 *Air Force Activity* terminates this *Agreement* strictly for mission requirements or national security purposes, it shall not be liable to *Collaborator* 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.
5. **DISPUTES**
	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*.
	2. **Formal Decision by Reviewing Official**. If informal efforts to resolve disputes are unsuccessful, either party may request a decision by the *Reviewing Official*. The *Reviewing Official* must, within sixty (60) *Days* of the receipt of the formal dispute, notify the parties of its decision. The decision of the *Reviewing Official* shall be binding on the parties unless either party requests alternative dispute resolution (ADR) procedures in accordance with paragraph 8.3.
	3. **Alternative Dispute Resolution Process.** Either party may, at any time prior to a request for a final agency decision, submit a written request for ADR to the other party. The parties agree to use ADR as an alternative to litigation or formal administrative proceedings whenever appropriate in accordance with Department of Defense Directive 5145.5, *Alternative Dispute Resolution (ADR)* (22 April 1996). The *Air Force 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, *Air Force Activity* shall, with the assistance 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.
	4. **Appeal**. Following an unsuccessful attempt at or unsatisfactory resolution of the ADR process, either party may appeal the decision by the *Reviewing Official* by requesting a final agency decision in accordance with paragraph 8.5.
	5. **Final Agency Decision**. A request for a final agency decision must be submitted, along with 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 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 a 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 *Collaborator* the right thereafter to seek relief in federal court.
	6. **Continuation of Work**. Pending the resolution of any formal or informal dispute, work under this *Agreement* not subject to dispute may continue.
6. **REPRESENTATIONS**
	1. ***Air Force Activity***. The *Air Force Activity* hereby represents to *Collaborator* as follows:
		1. **Mission**. The performance of the activities specified by this *Agreement* is consistent with the mission of *Air Force Activity*.
		2. **Authority**. The *Air Force Activity* has obtained, prior to the execution of this *Agreement*, all prior reviews and approvals required by law or regulation. The *Air Force Activity* officials signing and executing this *Agreement* have the requisite authority to do so.
		3. **Statutory Compliance**. The *Air Force 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.
	2. ***Collaborator***. The *Collaborator* hereby represents to *Air Force Activity* as follows:
		1. **Corporate Organization**. The *Collaborator*, 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 *Collaborator* is <<not>> a Small Business, as defined by the Small Business Association. The *Collaborator* is <<not>> a foreign owned or a subsidiary of a foreign owned entity. [If foreign owned, indicate the country of ownership.]
		2. **Statement of Ownership**. The *Collaborator* has the right to assignment of all *Inventions* *Made* and copyrightable works *Created* by its employees *Under this Collaboration*.
		3. **Authority**. The *Collaborator* official executing this *Agreement* has the requisite authority to enter into this *Agreement* and *Collaborator* is authorized to perform according to the terms hereof.
		4. **Infringement**. The *Collaborator* 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 *Collaborator* will immediately notify *Air Force Activity* of any potential infringement involving work under this *Agreement* upon receipt of a notice of infringement or after otherwise becoming aware of any possible infringement of a third party’s intellectual property.
		5. **Lawful Compliance**. The *Collaborator* will perform all activities under this *Agreement* in compliance with all applicable laws, regulations and policies.
		6. **Certification**. Neither *Collaborator* 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 Defense, or the United States Air Force. The *Collaborator* will promptly notify *Air Force Activity* if such status changes during this *Agreement*.
7. **LIABILITY AND LIMITATIONS**
	1. **Property**. No real or tangible property or equipment may be furnished to the other party unless specifically identified in the *Joint Work Plan*.
		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*.
		2. All government property and equipment furnished to *Collaborator* under this *Agreement* must be returned to *Air Force Activity* on or before the termination or expiration of this *Agreement*. The *Collaborator* 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*.
		3. All property and equipment furnished 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.
	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.
	3. **Damages**. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.
	4. **No Waiver of Sovereign Immunity**. Notwithstanding any provision to the contrary, *Collaborator* 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 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.
8. **GENERAL TERMS & PROVISIONS**
	1. **Disposal of Toxic or Other Waste**. The *Collaborator* is responsible for either the removal and disposal from *Air Force 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 *Air Force Activity* facilities in the absence of this *Agreement* or for the costs associated with such additional removal or disposal, if any*.* The *Collaborator* 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.
	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.
	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.
	4. **Publicity/Non-Endorsement**. Any public announcement of this *Agreement* must be coordinated between *Collaborator*, *Air Force Activity* and the public affairs office supporting *Air Force Activity*. By entering into this *Agreement*, neither *Air Force Activity* nor the *Government* directly or indirectly endorses any product or service provided, or to be provided, by *Collaborator*, its successors, assignees, or licensees. The *Collaborator* may not in any way imply that this *Agreement* is an endorsement of any such product or service.
	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.
		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.
		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.
		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.
		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.
		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.
		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 Administration Act.
		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*.
	6. **Governing Law**. The construction, validity, performance and effect of this *Agreement* will be governed, for all purposes, by the laws applicable to *Government*.
	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.
	8. **Entire Agreement**. This *Agreement* represents the entire agreement of the parties and is the complete and exclusive statement of their agreement.
	9. **Severability**. The illegality or invalidity of any provision of this *Agreement* will not impair, affect, or invalidate the other provisions of this *Agreement*.
	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. **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.
	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.
	13. **Classified Information**. No classified information will be submitted, received, discussed, or otherwise transferred between the parties under this *Agreement*.
	14. **[Alternate] Classified Information.** All access by *Collaborator* to classified information shall be in accordance with DoD 5220.22-M, *National Industrial Security Program Operating Manual*, and determined at the absolute discretion of *Air Force Activity*. The *Collaborator* shall sign and comply with DD Form 441, *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 *Collaborator*, as well as appropriate justification for such access,must be identified in Article D of the *Joint Work Plan.* The *Collaborator* shall further comply with all Special Access Program (SAP) and Sensitive Compartmented Information (SCI) directives, manuals, and other guidelines determined to be appropriate by *Air Force Activity*. Details of these arrangements shall be annotated in the attached DD Form 254.
	15. **Records**. The *Air Force Activity* will maintain a record of this *Agreement* in the *Official File*. This record will include, for example, a signed copy of this *Agreement*, 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 *Air Force Activity’s* obligations under this *Agreement*—and all formal notices received by or delivered to *Collaborator* under Article 12—“*Notices*,” in accordance with 15 U.S.C. § 3710a(c)(6).
	16. **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.
	17. **Operations Security (OPSEC).** GeneralOPSEC 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*.
9. **NOTICES**

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

* 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:

|  |
| --- |
|  |
| ***Air Force Activity*** | ***Collaborator*** |
| Attn: <<ORTA>>Collaborator | Attn: <<Collaborator POC>> |
| <<ORTA Address-Line1>> | <<Collaborator Address-Line1>> |
| <<ORTA Address-Line2>> | <<Collaborator Address-Line2>> |
| <<ORTA City, State, Zip>> | <<Collaborator City, State, Zip>>  |
| Phone: | Phone: |
| Email:  | Email:  |

* 1. **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:

|  |
| --- |
|  |
| ***Air Force Activity*** | ***Collaborator*** |
| Attn: <<AFA-TPOC>> | Attn: <<Collaborator-TPOC>> |
| <<AFA-TPOC Address-Line1>><<AFA-TPOC Address-Line2>> | <<Collaborator-TPOC Address-Line1>><<Collaborator-TPOC Address-Line2>> |
| <<AFA-TPOC City, State, Zip>> | <<Collaborator-TPOC City, State, Zip>> |
| Phone: | Phone: |
| Email: | Email: |
|  |  |
|  |  |
|  |  |

SECTION II:

*JOINT WORK PLAN*

“Title”

1. **PROJECT DESCRIPTION**

[Provide a brief overview or abstract of the collaboration in a single, short paragraph.]

1. **OBJECTIVES**
	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?]
	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.”]
	3. **Benefit to Air Force Mission**. [Describe the objective of the *Agreement* in terms that show it serves the Air Force mission. Answer the question, “What does the Air Force 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.”]
	4. **Benefit to *Collaborator***. [Describe the objective from *Collaborator’s* perspective. How does it benefit *Collaborator*?]
	5. **Estimate of Benefit**. [What is the estimated benefit of the CRADA? Describe the benefit in quantitative terms.]

[If the benefit is monetary—either *Air Force Activity* receives money or saves money—how much?

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 reduced labor—being able to accomplish something with fewer personnel—quantify the benefit in man hours and monetary savings.

If the benefit is intangible—such as helping to shape the future workforce or building improved relationships—describe the anticipated benefit.]

* + 1. **Estimated Benefit to *Air Force Activity*.**  [Describe the estimated benefit to *Air Force Activity* in both tangible and intangible forms.]
		2. **Estimated Benefit to *Collaborator*.** [Describe the estimated benefit to *Collaborator* in both tangible and intangible forms.]
		3. **Estimated Value of Contributions.**
			1. The *Collaborator* estimates the approximate value of its contributions under this *Agreement* as follows:

(1) Personnel / Labor $

(2) Services $

(3) Facilities $

(4) Supplies and Equipment $

(5) Intellectual Property $

(6) Other Resources $

(7) Funds $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL $**

* + - 1. The *Air Force Activity* estimates the approximate value of its contributions under this *Agreement* as follows:

(1) Personnel / Labor $

(2) Services $

(3) Facilities $

(4) Supplies and Equipment $

(5) Intellectual Property $

(6) Other Resources $

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TOTAL $**

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

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

* 1. **Air Force Activity**. [Describe the specific tasks *Air Force 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.]
	2. **Collaborator**. [Describe the specific tasks *Collaborator* will perform under this Agreement.]
1. **INTELLECTUAL PROPERTY**
	1. ***Background Technology***. A designation of relevant *Background Technology*, if any, each party brings to this *Agreement* may be listed in this section, 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*.
		1. ***Air Force Activity Background Technology****.* [None.]
		2. ***Collaborator Background Technology****.*[None.]
	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*.
	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).
	4. **Standard Markings.**
		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 CRADA No. FY-###-LAB-##.

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*

* + 1. ***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 CRADA No. FY-###-LAB-##.

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*

* + 1. **Future Use of Informationsubject 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 6.8, will be identified as such with a marking. For example:

**GOVERNMENT PURPOSE RIGHTS**

CRADA No. [FY-###-LAB-##]

[Collaborator Name]

[Collaborator Address]

Expiration Date: NONE

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

1. **DELIVERABLES**
	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.]
	2. **Annual and Interim Reports**. The *Air Force Activity* is responsible for ensuring an annual, interim, or final report for this *Agreement* is completed at least once per year. 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*. [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.]
	3. **Final Report**. The final report for this *Agreement* will be completed jointly by *Air Force Activity and Collaborator* and will be completed by the last day of the month following the month of termination or expiration of this *Agreement*.
	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*.
	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.*]
2. **MILESTONES. [**Give the dates for specific milestones within the term of the CRADA on which each party is expected to complete its tasks.]

APPENDIX A:

***CONFIRMATORY LICENSE***

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

**Licensor (Collaborator):**

[Name/Address/E-mail]

**Licensee (Air Force 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]**

SECTION III:

*SIGNATURES*

**I. Expiration.** This *Agreement* expires <<number of months>> <<(N)>> months from the *Effective Date* unless duly modified in accordance with Article 7—“*Term of Agreement, Modifications & Termination*,” and attached hereto.

**II. IN WITNESS WHEREOF**, the parties have executed this *Agreement* in duplicate, or authorized electronic format, through their duly authorized representatives as follows:

|  |  |  |
| --- | --- | --- |
| ***Collaborator*** |  | ***Air Force Activity*** |
|  |  |  |
| <<Name>> |  | <<Name>> |
| <<Title>> |  | <<Title>> |
| << Email Address >> |  | << Email Address >> |
| *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |  | *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* |
| *Signature Date* |  | *Signature Date* |

**III. Action by Reviewing Official.** Completion of this section is mandatory if the *Reviewing Official* authority has not been delegated below the Air Force Technology Executive Officer.

[ ]  This Agreement Is Hereby **Approved.**

[ ]  This Agreement Is Hereby **Disapproved.\***

[ ]  This Agreement **Requires** **Modification**.\*

\* An explanation is required by law if Agreement is Disapproved or Requires Modification.

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

*Name of Air Force Reviewing Official*

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

*Title*

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

 *Signature Date*