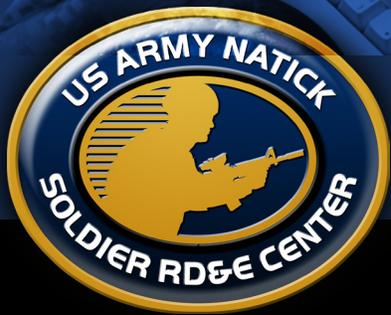
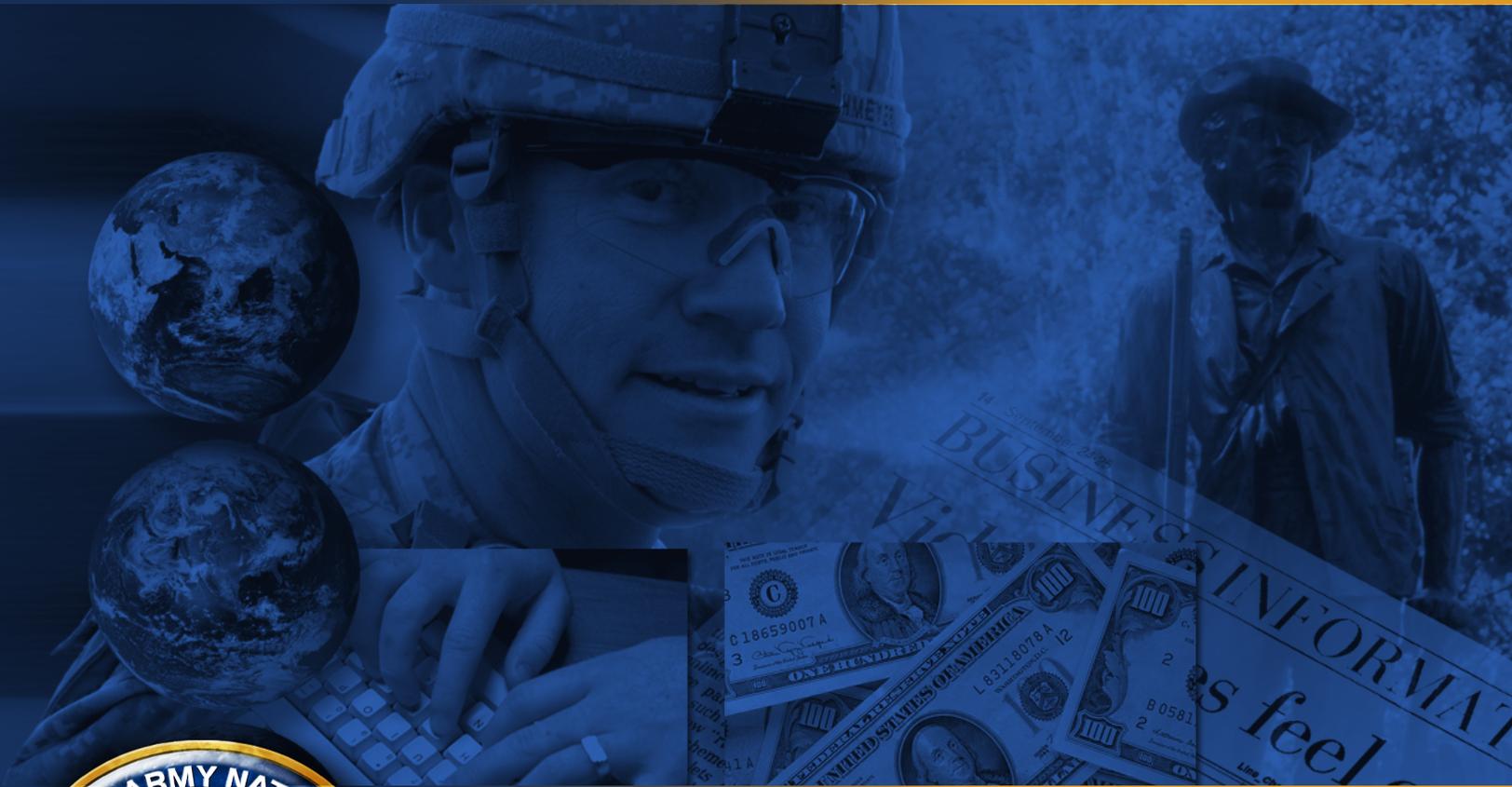




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**US ARMY NATICK
SOLDIER RD&E CENTER
HOW TO DO BUSINESS WITH
THE NSRDEC GUIDEBOOK**

**How To Do Business with the
U.S. ARMY
NATICK SOLDIER RESEARCH, DEVELOPMENT
AND ENGINEERING CENTER
(NSRDEC)
GUIDEBOOK
2016**

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INTRODUCTION:

Since 1954, the NSRDEC, also known as Natick Labs, has followed a simple mandate: to provide the Army with innovative science and technology solutions to optimize the performance of our Soldiers. The NSRDEC ensures that U.S. Warfighters are the best-equipped, best-clothed, best-fed, and best-protected in the world through the latest science and technology in the areas of airdrop, combat feeding, individual clothing and equipment, shelters, and Soldier system integration. As part of the Army's Research, Development and Engineering Command (RDECOM), NSRDEC leads the Soldier Systems Integration Domain in coordinating Soldier-related efforts across the command and in highlighting Soldier technology capability gaps that need to be filled. NSRDEC also works in close collaboration with other organizations at the Natick Soldier Systems Center as well as with Program Executive Officer (PEO) Soldier and PEO Combat Support and Combat Service Support to bring the fastest and most capable equipment solutions to our Warfighters.

WORLD CLASS ORGANIZATION:

NSRDEC's world-class scientists, engineers, and equipment designers provide a wide range of capabilities to include field feeding and life support systems, clothing, precision airdrop systems, and ballistic, chemical, and laser protection systems to America's Warfighters.

RESEARCH, DEVELOPMENT & ENGINEERING (RD&E):

NSRDEC's technical and scientific expertise in the Research, Development and Engineering (RD&E) of novel materials and fibers has led to the creation of new combat uniforms and Soldier equipment that is lighter weight, more durable, and more threat resistant than anything Soldiers have ever worn.

Innovative research into food science and packaging has led to a new understanding of how to maximize a Soldier's performance by developing rations that contain just the right mix of nutrients, are easy to prepare in remote locations, and, most importantly, taste good.

State-of-the-art systems now use advanced technology to power, heat, light and support modern structures that protect Soldiers and enhance their quality of life.

Research into airdrop and other aerial delivery technologies has matured to ensure that personnel and equipment reach their destination in the fastest, most precise, yet safest, way possible.

TECHNOLOGY TRANSFER:

Throughout the years, NSRDEC has reached out to a broader community through technology transfer and cooperative agreements with private industry and other government agencies. Through such efforts, NSRDEC developed much of the food eaten by astronauts aboard the space shuttles, outfitted police forces with special ballistic protection, and developed shelf-stable sandwich foods that promise to combine convenience and nutrition for a consumer market.

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

WHAT IS A CRADA?

A Cooperative Research and Development Agreement (hereinafter referred to as a "CRADA") is a legal instrument that allows for federal and nonfederal parties to enter into agreements to conduct specified research and development related technology transfer activities that are consistent with the laboratory's mission. A CRADA is neither a procurement contract nor grant as defined in 31 U.S.C. 6303-6305 nor can it be used as substitute for one. Federal Laboratories can commit resources such as personnel, facilities or equipment (with or without reimbursement), but not funds, to the nonfederal parties. Nonfederal parties can commit funds as well as other resources as a part of the agreement.

CRADAs generally grant intellectual property rights to the CRADA partner. This area of the agreement is usually open to negotiations between the federal party and the CRADA partner, and depends on the type of CRADA work to be performed under the agreement.

WHY IS A CRADA IMPORTANT?

A CRADA is important because it allows the private sector to take advantage of technology and expertise developed by the federal government. The Federal Technology Transfer Act of 1986 created CRADAs as a vehicle whereby federal technology and research and development could be acquired by the private sector for its own use. This is sometimes referred to as "technology transfer".

The benefits of a CRADA to the country, the federal laboratory and its employees include the facilitation of the transfer of results of federally funded R&D to the private sector to expedite commercialization and advancement of the technology; and the federal laboratory and its inventors are permitted to receive a percentage of royalties generated as a result of the commercialization effort.

The benefits to the private sector include the opportunity to obtain exclusive rights to commercialize inventions conceived or first reduced to practice in the performance of work done under the CRADA; and access to federal expertise, equipment, facilities and personnel.

WHAT ARE THE CHARACTERISTICS OF A CRADA?

The work to be done must be consistent with the laboratory's mission;

Special consideration is given to small business;

Provisions addressing a variety of intellectual property issues such as data rights, property, ownership, and rights to future inventions are contained in the CRADA; and

The Government, at a minimum, must retain a nonexclusive, nontransferable, irrevocable, paid-up license to make or have made for governmental purposes any inventions made in the performance of work done under the CRADA.

SAMPLE (Actual agreements may vary)

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

This Cooperative Research and Development Agreement ("CRADA") is entered into by and between _____, a _____ corporation with a principal place of business at _____ ("Company"), and the U.S. Army Natick Soldier Research, Development and Engineering Center, located in Natick, Massachusetts ("NSRDEC").

A. WHEREAS, the Congress, in enacting the Federal Technology Transfer Act of 1986, Public Law No. 99-502, October 20, 1986, and any and all subsequent legislation related thereto (collectively, "Federal Technology Transfer Act of 1986"), has found that Federal laboratories' development should be made accessible to private industry, State and Local Governments, and has declared that one of the purposes of the Federal Technology Transfer Act of 1986 is to improve the economic, environmental and social well-being of the United States by stimulating the utilization of Federally-funded technology developments by such parties;

B. WHEREAS, the Federal Technology Transfer Act of 1986, among other technology transfer improvements, has provided each Federal agency with the authority to permit the Director of Government-operated Federal laboratories to enter into CRADAs with Federal or non-Federal entities, including private firms and organizations, for the purpose of providing to or obtaining from collaborating parties, personnel, services, property, facilities, equipment or other resources (but not funds of any Federal party) toward the conduct of specified research and development efforts, which may include the disposition of patent rights in the inventions which may result from such collaboration;

C. WHEREAS, NSRDEC has performed substantial research with respect to _____, hereinafter referred to as the "Technology;"

D. WHEREAS, NSRDEC possesses certain advanced scientific skills, testing facilities, special equipment, information, know-how, and expertise pertaining to the Technology;

E. WHEREAS, Company possesses certain advanced scientific skills, testing facilities, special equipment, information, know-how, and expertise pertaining to _____;

F. WHEREAS, NSRDEC and Company are interested in the further development and commercialization of the Technology;

G. WHEREAS, Company is willing to provide resources for further development of the Technology and subsequently to explore applications of interest to the general public and consider marketing of products related to the Technology; and

H. WHEREAS, NSRDEC views its collaboration with Company to develop the Technology to be in the public interest;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this CRADA, the following terms shall have the following meanings and such meanings should be equally applicable to both the singular and plural forms of the terms defined:

1.1 "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 protectable under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

1.2 "Made" in relation to any Invention means the conception or first actual reduction to practice of such Invention.

1.3 "Proprietary Information" means any information which embodies trade secrets developed at private expense or which is confidential, scientific, business or financial information, provided that such information:

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

- (i) is not generally known or available from other sources without obligations concerning its confidentiality;
- (ii) has not been made available by the owners to others without obligation concerning its confidentiality;
- (iii) is not already available to the U.S. Government without obligation concerning its confidentiality; and
- (iv) has not been developed independently by persons who had no access to the Proprietary Information.

1.4 "Subject Data" means all recorded information first produced in the performance of this CRADA.

1.5 "Subject Invention" means any Invention of Company or NSRDEC conceived or first actually reduced to practice in the performance of work under this CRADA.

ARTICLE 2 - COOPERATIVE RESEARCH

2.1 Statement of Work. Cooperative research performed under this CRADA shall be performed in accordance with the Statement of Work ("SOW") attached hereto as Appendix A. NSRDEC and Company agree to perform the cooperative research and to utilize such personnel resources, facilities, equipment, skills, know-how and information as they consider necessary, consistent with their own policies, missions and requirements.

2.2 Review of Work. Periodic conferences shall be held between NSRDEC and Company personnel for the purpose of reviewing the progress of work. Each party shall have exclusive control and supervision over the conduct of its research. It is understood that the nature of this cooperative research is such that completion within the period of performance specified cannot be guaranteed. Accordingly, it is agreed that all cooperative research is to be performed on a reasonable best efforts basis.

2.3 Principal Investigation. NSRDEC will assign a substantial portion of its work to be performed pursuant to the SOW to the (Name of Team) at NSRDEC. The work will be performed under the supervision of (Name of NSRDEC POC) (for NSRDEC) and (Name of Cooperating Party's POC) (for Company) or their successors, who, as principal investigators, have the responsibility for the scientific and technical conduct of this project.

2.4 Scope Change. If at any time the principal investigators determine that the research data justify a substantial change in the direction of the work, the parties shall make a good faith effort to agree on any necessary change to the SOW.

ARTICLE 3 - REPORTS

3.1 Interim Reports. Commencing six (6) months after the Effective Date (as defined in Section 15.2) of this CRADA, each party shall submit semiannual written reports to the other party during the term of this CRADA on the progress of its work under this CRADA and the results being obtained and shall make available to the other party, to a reasonable extent, other project information in sufficient detail to explain the progress of the work.

3.2 Final Reports. Each party shall submit to the other party a final written report of its results within six (6) months after completing the SOW.

ARTICLE 4 - FINANCIAL OBLIGATION

4.1 Funding. No funds shall be provided by NSRDEC to Company under this CRADA.

4.2 Advance Payment. The performance of research by NSRDEC under this CRADA is conditioned on the advance payment by Company of NSRDEC's full cost for the performance of such research.

4.3 Deposit Account. Company shall pay \$____. to NSRDEC for the performance of the research specified in Article 2. Such funds shall be deposited as follows:

\$ _____ to be deposited upon the execution of this CRADA; and

\$ _____ to be deposited within _____ months of the Effective Date of this CRADA.

NSRDEC shall not be obligated to perform any of the research specified herein or to take any other action required by this CRADA if the agreed to funds are not deposited as required by this Article.

4.4 Insufficient and Excess Funds. NSRDEC shall not be required to continue its research and development activities under this CRADA if the funds provided by Company are insufficient to cover NSRDEC's full cost for such continued activities. Funds not expended by NSRDEC shall be returned to Company upon NSRDEC's submission of a final fiscal report to Company.

4.5 Accounting Records. NSRDEC shall maintain separate and distinct current accounts, records, and other evidence supporting all its expenditures under this CRADA. NSRDEC shall provide Company a semi-annual report accounting for the use of Company funds and a final fiscal report within six (6) months after completing the SOW or ending its research activities under this CRADA and the completion of the research work. These accounts and records of NSRDEC shall be available for reasonable inspection and copying by Company and its authorized representative.

ARTICLE 5 - TITLE TO PROPERTY

5.1 Capital Equipment. All capital equipment developed or acquired under this CRADA shall be the property of the party developing or acquiring such equipment. The parties agree that any such equipment acquired by NSRDEC, including by expenditure of funds received by NSRDEC under this CRADA, shall be owned by NSRDEC. No exchange of equipment between the parties is contemplated under this CRADA.

5.2 Transfer/Disposal of Materials. Each party agrees to transfer and dispose of material developed or used under this CRADA and located at its facility at its own expense and in accordance with related Federal, State and Local requirements.

ARTICLE 6 - PATENT RIGHTS

6.1 Reporting. NSRDEC shall promptly report to Company each Subject Invention reported to NSRDEC by its employees. Company shall promptly report to NSRDEC each Subject Invention reported to Company by its employees.

6.2 Company Subject Inventions. NSRDEC, on behalf of the U.S. Government, waives any ownership rights the U.S. Government may have in Subject Inventions Made solely by Company employees (a "Company Subject Invention") and agrees that Company shall retain title to any such Company Subject Invention. Company agrees to grant and hereby grants to the U.S. Government for any Company Subject Invention a non-transferable, non-exclusive, irrevocable, paid-up license to practice or have practiced the Company Subject Invention throughout the world by, or on behalf of, the U.S. Government. Such non-exclusive license shall be evidenced by a confirmatory license agreement prepared by Company in a form satisfactory to NSRDEC and Company. Company may transfer its rights provided for by this Section 6.2 to others subject to the license granted to the U.S. Government.

6.3 NSRDEC Subject Inventions and Joint Subject Inventions. NSRDEC, on behalf of the U.S. Government, shall have the initial option to retain sole title to each Subject Invention Made solely by its employees (a "NSRDEC Subject Invention"). Any Subject Invention Made jointly by a Company and a NSRDEC employee (a "Joint Subject Invention") shall be jointly owned, and patents arising from such Joint Subject Inventions shall be assigned as joint property of the parties. Each party will own an undivided one-half interest in all such Joint Subject Inventions, or such interest as a multiparty agreement may show, without royalty or financial accounting to each other. Except as otherwise specified in this CRADA, neither party shall acquire any rights to any other invention or other intellectual property of the other party under this CRADA. NSRDEC agrees that in the event it does not wish to retain title to an NSRDEC Subject Invention or its title in a Joint Subject Invention, NSRDEC shall first offer Company the right to acquire such title under mutually acceptable terms, which shall include provisions for royalty income to the U.S. Government in accordance with the principles set forth in Section 6.6.2 below, based upon the recognition that the title rights transferred to Company are at least equivalent to an exclusive license, and a reservation of a paid-up, non-transferable, non-exclusive, irrevocable license to practice and have practiced the NSRDEC Subject Invention or Joint Subject Invention, as applicable, on behalf of the U.S. Government.

6.4 Filing of Patent Applications. The party retaining (or acquiring) title to a specific Subject Invention retains the right to file patent applications thereon and Company shall have the first right to file patent applications on Joint Subject Inventions; costs and cooperation shall be in accordance with Section 6.5. However, such party may elect not to file patent applications thereon and agrees to so advise the other party of such election promptly upon making such decision. Thereafter, the other party may elect to file patent applications on such Subject Invention and the party initially reporting such Subject Invention agrees to assign its right, title and interest in such Subject Invention, subject to Section 6.3, to the other party and cooperate with such party in the preparation and filing of patent applications thereon. In the event neither of the parties to this CRADA elects to file a patent application on a Subject Invention, either or both (if a Joint Subject Invention) may, at their sole discretion and subject to reasonable conditions, release the right to file to the inventor(s), subject to the retention by the parties hereto of non-exclusive, irrevocable, paid-up licenses to practice, or have practiced, the Subject Invention throughout the world.

6.5 Patent Expenses. The expenses attendant to the filing and prosecution of patent applications as specified in Section 6.4 shall be borne by the party filing the patent application(s). Each party shall provide the other party with copies of the patent applications it files on any Subject Invention along with, upon written request, the power to inspect and make copies of all documents retained in the official patent application files by the applicable patent office. The party retaining title to a Subject Invention, and in the case of a Joint Subject Invention, the party filing the patent application, shall pay all required maintenance fees. If a party decides not to pay any such required maintenance fee, such party shall inform the other party of such decision in time so that said other party may pay such maintenance fee if it desires to keep such patent(s) active.

6.6 Exclusive License.

6.6.1 Grants. NSRDEC, on behalf of the U.S. Government, hereby agrees to grant, subject to Section 6.6.2, to Company an exclusive license within a field of use to the U.S. Government's interest in each Subject Invention, and in each U.S. patent application and corresponding foreign patent applications, and patents issued thereon, covering a Subject Invention, which is filed by NSRDEC on behalf of the U.S. Government (a "Patented Subject Invention"), subject to the reservation of an irrevocable, non-transferable, non-exclusive, royalty-free license to practice and have practiced the Subject Invention on behalf of the U.S. Government, and such other terms and conditions as are mutually agreed upon by NSRDEC and Company in such exclusive license. Such exclusive licenses shall be for an initial term ending five (5) years from the date of issuance of each patent claiming the Patented Subject Invention and with respect to each such patent shall be renewable for successive five (5) year periods, provided Company is then conducting research directed towards the commercialization of the subject matter covered by such patent and/or continues to commercialize the subject matter covered by such patent.

6.6.2 Exclusive License Terms. NSRDEC and Company shall negotiate in good faith a reasonable specific royalty rate within twelve (12) months from the date that a United States or foreign patent application is filed for a Subject Invention. The reasonable royalty rate for each exclusive license shall be based upon a portion of the selling price of the item attributable to the presence of claimed subject matter where such item is a machine, article of manufacture, product made by a process, or composition of matter as defined by the claims of the patents. Where the claimed subject matter relates to a process or method to be practiced under the claims of the patent, the royalty will be based upon the net savings attributable to the implementation of said process or method. Where an exclusive license is based upon a patented Joint Subject Invention, the specific royalty rate for that patent will be adjusted to reflect the joint inventive contributions of Company.

6.7 Other NSRDEC Inventions. This CRADA does not grant an implied license to Company with respect to any other U.S. Government inventions, including any NSRDEC inventions not covered by Section 6.6. NSRDEC agrees to grant a non-exclusive license to Company to such other NSRDEC inventions if requested by Company on fair and reasonable terms, if such non-exclusive license is necessary for Company to practice any Subject Invention under this CRADA, but only to the extent that NSRDEC has an unencumbered right and/or authority to do so. Nothing in this CRADA shall be construed as a grant or an agreement to grant any license with respect to any invention made by any other U.S. Army laboratory or any other U.S. Government agency or laboratory.

6.8 Commercialization of Subject Inventions. Company agrees that if NSRDEC assigns title or grants an exclusive license to any NSRDEC Subject Invention or the U.S. Government's interest in any Joint Subject Invention to Company, the U.S. Government shall retain the right:

(i) to require Company to grant to a responsible applicant a non-exclusive, partially exclusive, or exclusive license to use such NSRDEC Subject Invention or Joint Subject Invention in the applicant's licensed field of use, on terms that are reasonable under the circumstances; or

(ii) if Company fails to grant such a license, to grant the license itself.

The U.S. Government may exercise such right only if the U.S. Government determines that:

(A) the action is necessary to meet health or safety needs that are not reasonably satisfied by Company; or

(B) the action is necessary to meet requirements for public use specified by Federal regulations, and such requirements are not reasonably satisfied by Company; or

(C) Company has failed to comply with any agreement that products embodying any Subject Inventions or products produced through the use of any Subject Inventions will be manufactured substantially in the United States.

This determination is subject to administrative appeal and judicial review under Section 203(b) of Title 35 of the United States Code.

ARTICLE 7 - DATA AND PUBLICATION

7.1 Rights. NSRDEC agrees that information that results from research and development activities conducted under this CRADA and that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from Company shall be protected against dissemination for a period of two (2) years after development of said information.

7.2 Proprietary Information. Company shall place a proprietary notice on all Proprietary Information it delivers to NSRDEC under this CRADA, or advise NSRDEC, in writing, of the proprietary nature of such disclosure within thirty (30) days of such disclosure if made verbally or visually. NSRDEC agrees that any Proprietary Information that is furnished by Company to NSRDEC under this CRADA, or in contemplation of this CRADA, shall be used by NSRDEC only for the purpose of carrying out this CRADA. Proprietary Information shall not be disclosed, copied, reproduced or otherwise made available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity without the prior written consent of Company, except as such information may be subject to disclosure under the Freedom of Information Act (5 U.S.C. §552). NSRDEC agrees to use its best efforts to protect Proprietary Information from unauthorized disclosure. Company agrees that NSRDEC is not liable for the disclosure of Proprietary Information which, after notice to and consultation with Company, NSRDEC determines may not lawfully be withheld or which a court of competent jurisdiction requires to be disclosed.

7.3 Release Restrictions. NSRDEC shall have the right to use all Subject Data for any Governmental purpose; but shall not release such Subject Data publicly except: (i) NSRDEC, when reporting on the results of its research under this CRADA, may publish Subject Data, subject to the provisions of Sections 7.1, 7.2 and 7.4, and provided Company is given a sixty (60) day opportunity to review the manuscript and provide suggestions before publication; and (ii) NSRDEC may release any Subject Data where such release is required pursuant to a request under the Freedom of Information Act (5 U.S.C. §552); provided, however, that such data shall not be released to the public if a patent application is to be filed (35 U.S.C. §205) until the party having the right to file has had a reasonable time to file.

7.4 Publication. NSRDEC and Company agree to confer and consult prior to the publication of Subject Data to assure that no Proprietary Information protected from dissemination by Section 7.2, or that no privileged information protected from dissemination by Section 7.1, is released and that patent rights are not jeopardized. Prior to submitting a manuscript for review that contains the results of the research under this CRADA, or prior to publication if no such review is made, each party shall be offered an ample opportunity to review such proposed publication and to file patent applications in a timely manner, if it is so entitled under this CRADA.

7.5 International Traffic in Arms Regulations ("ITAR"). Company agrees to comply with the ITAR as it relates to any of the efforts contemplated under this CRADA. (The official version of the International Traffic in Arms Regulations can be found in Subchapter M, Title 22, Code of Federal Regulations, Parts 120 through 130 (22 CFR 120-130), and is published by the U.S. Government Printing Office.)

ARTICLE 8 - COPYRIGHTS

8.1 Works Created by Company. Ownership to copyrights for the original works of authorship created by employees of Company or for hire by Company in the course of performance of work under this CRADA shall be retained by Company. Company hereby grants to the U.S. Government a royalty-free, non-exclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide such copyrighted works by or on behalf of the U.S. Government for Government purposes.

8.2 Works Created by NSRDEC. Pursuant to 17 U.S.C. § 105, copyright protection is not available for works of the U.S. Government.

8.3 Jointly-Created Works. Ownership of copyrights for original works of authorship created jointly by employees of (or for hire by) NSRDEC and Company in the course of performance of work under this CRADA are retained solely by Company. Company, however, hereby grants to the U.S. Government a royalty-free, non-exclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide such copyrighted works by or on behalf of the U.S. Government for Government purposes.

8.4 Software. The party creating software in the course of the performance of work under this CRADA, if any, will provide the other party with the source code, object code, and minimum support documentation needed by a competent user to use the software.

ARTICLE 9 - TRADEMARKS

9.1 Trademark Use. The parties recognize that Company may seek to obtain trademark protection for goods developed under this CRADA which it subsequently commercially markets. Provided that such goods are of comparable quality to the goods marketed by Company under the subject trademarks, the parties agree that the U.S. Government may indicate on any similar goods produced by or for the U.S. Government that the goods are a U.S. Government version of the goods protected by the subject trademarks. The U.S. Government shall also have the right to use the subject trademarks in print or communications media.

9.2 Qualifying Notice. Prior to the use of the subject trademarks by the U.S. Government on goods, the parties will negotiate any reasonable qualifying language that must accompany the subject trademarks.

ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties of NSRDEC. NSRDEC hereby represents and warrants to Company as follows:

10.1.1 Organization. NSRDEC is a Federal laboratory of the U.S. Army and is wholly owned by the U.S. Government. NSRDEC's substantial purpose is the performance of research, development and engineering by employees of said U.S. Government.

10.1.2 Mission. The performance of the activities specified by this CRADA is consistent with the mission of NSRDEC.

10.1.3 Authority. All prior reviews and approvals required by regulations or laws have been obtained by NSRDEC prior to the execution of this CRADA. The NSRDEC official executing this CRADA has the requisite authority to do so.

10.1.4 Statutory Compliance. NSRDEC's Laboratory Director, prior to entering into this CRADA, has given special consideration to the entering into CRADAs with small business firms and consortia involving small business firms.

10.2 Representations and Warranties of Company. Company hereby represents and warrants to NSRDEC as follows:

10.2.1 Corporate Organization. Company, as of the Effective Date, is a corporation duly organized, validly existing and in good standing under the laws of the State/Commonwealth of _____.

10.2.2 Power and Authority. Company has the requisite power and authority to enter into this CRADA and to perform according to the terms thereof.

10.2.3 Due Authorization. The Board of Directors and stockholders of Company have taken all actions required to be taken by law, Company's Certificate or Articles of Incorporation, its bylaws or otherwise, for the execution and delivery of this CRADA.

10.2.4 No Violation. The execution and delivery of this CRADA does not contravene any material provision of, or constitute a material default under any material agreement binding on Company or any valid order of any court, or any regulatory agency or other body having authority to which Company is subject.

ARTICLE 11 - TERMINATION

11.1 Termination by Mutual Consent. Company and NSRDEC may elect to terminate this CRADA, or portions thereof, at any time by mutual consent. The provisions of Article 6, Article 7, Section 5.2 of Article 5 and Section 13.4 of Article 13 shall survive the termination of this CRADA by such mutual consent.

11.2 Termination by Unilateral Action. Either party may unilaterally terminate this CRADA at any time by giving the other party written notice, not less than thirty (30) days prior to the desired termination date. The provisions of Article 6, Article 7, Section 5.2 of Article 5 and Section 13.4 of Article 13 shall survive the termination of this CRADA by such unilateral action.

ARTICLE 12 - DISPUTES

12.1 Settlement. Any dispute arising under this CRADA that is not disposed of by agreement of the principal investigators shall be submitted jointly to the signatories of this CRADA. A joint decision of the signatories or their designees shall be the disposition of such dispute. Although the parties may use Alternate Dispute Resolution techniques to resolve disputes, nothing in this CRADA precludes either party from pursuing resolution of a dispute using other legal review available by law.

12.2 Continuation of Work. Pending the resolution of any dispute or claim pursuant to this Article, the parties agree that performance of all obligations shall be pursued diligently in accordance with the direction of the NSRDEC signatory.

ARTICLE 13 - LIABILITY

13.1 Property. The U.S. Government shall not be responsible for damages to any property of Company provided to NSRDEC or acquired by NSRDEC pursuant to this CRADA and Company shall not be responsible for damages to any property of NSRDEC or the U.S. Government provided to Company or acquired by Company pursuant to this CRADA.

13.2 Employees. Company agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind involving an employee of Company arising in connection with this CRADA, except to the extent that such loss, claim, damage or liability arises from the negligence of NSRDEC or its employees. NSRDEC shall be responsible for the payment of all claims for the loss of property, personal injury or death, or otherwise arising out of any negligent act or omission of its employees in connection with the performance of work under this CRADA solely under the provisions of the Federal Tort Claims Act.

13.3 No Warranty. Except as specifically stated in Article 10, neither party makes any express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or product, whether tangible or intangible, made or developed under this CRADA, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

13.4 Indemnification. Company holds the U.S. Government harmless and indemnifies the U.S. Government for all liabilities, demands, damages, expenses and losses arising out of the use by Company, or any party acting on its behalf or under its authorization, of NSRDEC's research and technical developments or out of any use, sale or other disposition by Company, or others acting on its behalf or with its authorization, of products made by the use of NSRDEC's technical developments. This provision shall survive termination of this CRADA.

13.5 Force Majeure. Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this CRADA (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage of the NSRDEC or Company facilities, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such periods of time as is necessary as a result of the force majeure event.

ARTICLE 14 – MISCELLANEOUS

14.1 Governing Law. The construction, validity, performance and effect of this CRADA for all purposes shall be governed by the laws applicable to the Government of the United States.

14.2 Entire Agreement. This CRADA constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

14.3 Headings. Titles and headings of the Articles, Sections and subsections of this CRADA are for the convenience of references only and do not form a part of this CRADA and shall in no way affect the interpretation thereof.

14.4 Waivers. None of the provisions of this CRADA shall be considered waived by any party hereto unless such waiver is given in writing to all other parties. The failure of any party 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, shall not be deemed a waiver of any rights of any party hereto.

14.5 Severability. The illegality or invalidity of any provisions of this CRADA shall not impair, affect, or invalidate the other provisions of this CRADA.

14.6 Amendments. If either party desires a modification in this CRADA, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written amendment is signed by all the parties hereto by their representatives duly authorized to execute such amendment.

14.7 Assignments. Neither this CRADA nor any rights or obligations of any such party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party except that Company may assign this CRADA to the successors or assignees of a substantial portion of Company’s business interests to which this CRADA directly pertains.

14.8 Notices. All notices pertaining to or required by this CRADA shall be in writing and shall be signed by an authorized representative and shall be delivered by hand or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to Company: _____

If to NSRDEC: U.S. Army Natick Soldier Research, Development and Engineering Center
Attn: RDNS-OOS-B (Sheri Mennillo; R134)
15 General Greene Avenue
Natick, MA 01760

Any party may change such address by written notice given to the other party in the manner set forth above.

14.9 Independent Contractors. The relationship of the parties to this CRADA is that of independent contractors and not as agents of each other or as joint venturers or partners. Each party shall maintain sole and exclusive control over its personnel and operations.

14.10 Use of Name and Endorsements.

14.10.1 Use of Name. Neither party shall use the name of the other party or the U.S. Army on any product or service which is directly or indirectly related to this CRADA, or any patent license or assignment agreement which implements this CRADA, without the prior approval of the other party.

14.10.2 Endorsements. By entering into this CRADA, neither party directly or indirectly endorses any product or service provided, or to be provided, by the other party, its successors, assignees, or licensees. Neither party shall in any way imply that this CRADA is an endorsement of any such product or service.

14.11 Export Control. The parties understand that information and technology resulting from the performance of this CRADA may be subject to export control laws and regulations, and each party is responsible for its own compliance with such laws and regulations. Nothing in this CRADA waives any such statutory or regulatory requirement.

14.12 U.S. Competitiveness. The parties agree that a purpose of this CRADA is to provide substantial benefit to the U.S. economy. To the extent feasible, the parties agree to exercise reasonable efforts to manufacture substantially in the United States products embodying intellectual property developed under this CRADA.

ARTICLE 15 - DURATION OF CRADA AND EFFECTIVE DATE

15.1 Duration. It is mutually recognized that the development program cannot be rigidly defined in advance, and that the contemplated time periods for completion of each phase are good faith guidelines subject to adjustment by mutual agreement, to fit circumstances as the development program proceeds. In no case will this CRADA extend beyond ____ (____) years from the Effective Date of this CRADA unless it is revised in accordance with Section 14.6 of this CRADA.

15.2 Effective Date. This CRADA shall enter into force as of the date of the last signature of the parties (the "Effective Date").

IN WITNESS THEREOF, each of the parties hereto has caused this CRADA to be executed by its duly authorized officers or representatives as follows:

For Company:

(Name)

(Title)

Date: _____

For the U.S. Govt.:

Director, Natick Soldier Research,
Development and Engineering Center

Date: _____

APPENDIX A

STATEMENT OF WORK

Cooperative Research and Development Agreement ("CRADA") between U.S. Army Natick Soldier Research, Development and Engineering Center ("NSRDEC") and _____ ("Company").

Background:

Scope:

Objective:

Company Responsibilities:

NSRDEC Responsibilities:

Additional Information:

**MEMORANDUM OF AGREEMENT (MOA)
and
MEMORANDUM OF UNDERSTANDING (MOU)**

WHAT IS A MOA?

A Memorandum of Agreement (MOA) is a Memorandum that defines general areas of conditional agreement between two or more parties. The MOA describes that which one party does which is dependent on what the other party does. MOAs may establish responsibilities for providing reimbursable support. MOAs are available for use with academic, non-profit and other government organizations.

WHAT IS A MOU?

A Memorandum of Understanding (MOU) is a Memorandum that defines general areas of understanding between two or more parties. The MOU explains what each party plans to do; however, what each party does is not dependent on what the other party does (e.g. does not require reimbursement or other support from receiver). MOUs are available for use with academic, non-profit and other government organizations.

SAMPLE (Actual agreements may vary)

MEMORANDUM OF AGREEMENT BETWEEN THE
U.S. ARMY NATICK SOLIDER RESEARCH, DEVELOPMENT
AND ENGINEERING CENTER
AND
[INSERT INSTITUTION]
FOR
[INSERT SUBJECT]
AGREEMENT NUMBER: _____

This is a Memorandum of Agreement ("MOA") between the U.S. Army Natick Solider Research, Development and Engineering Center ("NSRDEC") and the _____ ("_____"). When referred to collectively, NSRDEC and the _____ are referred to as the "Parties," and each individually as a "Party."

1. BACKGROUND: [If there is a need to discuss background, do so here.]

2. AUTHORITIES: [State the legal authority upon which the reimbursable MOA is based, or any other legal or significant authority that authorizes any such actions associated with this MOA. If there is a need to discuss the authorities of the parties, do so here.]

3. PURPOSE: [State the purpose of the MOA here.]

4. RESPONSIBILITIES OF THE PARTIES:

4.1. NSRDEC will:

4.1.1. [Insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.1.2. [Insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.2. The _____ will:

4.2.1. [Insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.2.2. [Insert as many responsibilities as necessary but ensure all the specific requirements of the party are listed]

4.3. Both Parties will:

4.3.1 [Insert as many responsibilities as necessary but ensure that they apply to both Parties.]

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. [For shared supervision or management, explain the process to accomplish that.]

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact ("POC") will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its respective POC upon reasonable written notice to the other Party.

MEMORANDUM OF AGREEMENT AND MEMORANDUM OF UNDERSTANDING

6.1.1. For NSRDEC:

6.1.1.1. Position and phone number of the primary POC: _____

6.1.1.2. Position and phone number of the alternate POC: _____

6.1.2. For the _____:

6.1.2.1. Position and phone number of the primary POC: _____

6.1.2.2. Position and phone number of the alternate POC: _____

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to NSRDEC, to:

6.2.1. Sheri Mennillo
Natick Soldier Research, Development and Engineering Center
ATTN: RDNS-OOS-B (R134)
15 General Greene Ave.
Natick, MA 01760-5000
sheri.m.mennillo.civ@mail.mil

and, if to the _____, to:

6.2.2. [Insert mailing address and e-mail address]

or as may from time to time otherwise be directed by the Parties in writing.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or their respective senior leaders. For NSRDEC, senior leadership authority resides with the Technical Director; for _____, senior leadership authority resides with _____.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least one hundred eighty (180) days [for MOAs involving reimbursement; use any appropriate number of days for MOAs not involving reimbursement] written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This MOA is not transferable, except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOA expires on _____.

MEMORANDUM OF AGREEMENT AND MEMORANDUM OF UNDERSTANDING

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes the previously signed MOA between the Parties with the subject of _____, Agreement Number _____ and effective date of _____. [Use only when needed to cancel a previous agreement]]

[If the MOA provides for the reimbursement for supplies or services by one Party for the other Party, include Section 7]]

7. FINANCIAL DETAILS: [Include in all reimbursable MOAs]

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

7.2. BILLING: The _____ will bill the _____ on a monthly basis in accordance with the procedures of the billing Party. A record of the transaction will be sent to the _____ within thirty (30) days after the month in which the transaction occurred.

7.3. PAYMENT OF BILLS: The _____ paying office will forward payments, along with a copy of billed invoices, to the _____ within thirty (30) days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS: See Appendix A, attached hereto and incorporated by reference herein, for all other details and information on the reimbursable support identified in paragraph 4.

7.5. ECONOMY ACT DETERMINATION AND FINDINGS: If the MOA is being entered into under 31 U.S.C § 1535, as amended (the "Economy Act"), both Parties agree that the requirements listed in paragraph (a) of the Economy Act have been met. [Add the following sentence if the supplier is a DoD Component.] The supplier has determined that the capabilities exist to render the requested support without jeopardizing its assigned missions. [Add the following sentence only if a separate, written Economy Act determination and finding (D&F) is required.] Any required Economy Act D&F has been completed.

AGREED:

For NSRDEC:

For the [INSTITUTION]:

Director, Natick Soldier Research,
Development and Engineering Center

(Name)

(Title)

(Date)

(Date)

APPENDIX A

Financial details for a reimbursable MOA

1. Reimbursable support: [list sub-paragraphs from section 4 that specify the reimbursable support]

2. Estimated amount of funds to be reimbursed: \$_____,
Appropriation: _____ FY_____.

3. Business Partner Network (BPN) Number (if required):

Supplier: _____

Receiver: _____

4. Financial Points of Contact:

Supplier: _____

Receiver: _____

5. [Add any other financial information that is required by the FMR or any other reference, or is desired to be included in the MOA but is not included in the format of the MOA elsewhere]

EDUCATION PARTNERSHIP AGREEMENT (EPA)

WHAT IS AN EPA?

An Education Partnership Agreement (EPA) is a formal agreement between a Federal agency or agencies and an educational institution providing for the transfer for of material, technology, and expertise, to elementary and secondary schools, colleges, universities, and any other nonprofit institutions that are dedicated to improving science, mathematics, business, law, technology transfer or transition, and engineering education (only US locations).

SAMPLE (Actual agreements may vary)

**EDUCATION PARTNERSHIP AGREEMENT
BETWEEN
U.S. ARMY NATICK SOLDIER RESEARCH, DEVELOPMENT AND ENGINEERING CENTER
AND
[INSTITUTION]**

This Education Partnership Agreement, hereinafter referred to as the "AGREEMENT," is entered into by and between the U.S. Army Natick Soldier Research, Development and Engineering Center, hereinafter referred to as "NSRDEC," and [Institution], located at _____, hereinafter referred to as "INSTITUTION." NSRDEC and INSTITUTION, together, shall hereinafter be referred to as the "PARTIES."

AUTHORITY: Public Law 101-510, November, 1990, Section 2194 of Title 10, United States Code, as added by Section 247 of the National Defense Authorization Act for Fiscal Year 1991 and Section 213 of the National Defense Authorization Act for Fiscal Year 2016.

PURPOSE: This AGREEMENT is to encourage and enhance study in scientific and other disciplines articulated in the United States Code.

This AGREEMENT and Appendix A encourage: (1) beneficial contact between representatives of INSTITUTION and NSRDEC; (2) loaning defense laboratory equipment to INSTITUTION; (3) transferring to INSTITUTION defense laboratory equipment determined by the Director of NSRDEC to be surplus to the needs of NSRDEC, appropriate to support this AGREEMENT, and commonly used by educational institutions; (4) providing in the defense laboratory sabbatical opportunities for faculty and internship opportunities for students; (5) making laboratory personnel available to provide research seminars or guest lectures, or to teach science, engineering, mathematics, or information technology courses or to assist in the development of science, engineering, mathematics, or information technology courses and materials for INSTITUTION; (6) involving faculty and students of INSTITUTION in defense laboratory projects, including research and technology transfer for transition projects; and (7) cooperating with INSTITUTION in developing a program under which students may be given academic credit for work on defense laboratory projects, including research and technology transfer for transition projects. Future Appendices will be issued for any remaining individual tasks.

NOW THEREFORE, to facilitate the use and adoption of future Appendices covering individual projects, disciplines, tasks, and problems, the following general provisions are provided as applicable to such Appendices between INSTITUTION and NSRDEC.

1. Research programs conducted at NSRDEC may be open to participation by personnel of INSTITUTION as mutual interests are identified and Appendices are entered into on a task-by-task or program-by-program basis. Where joint participation is substantial and of recognized mutual interest, credits such as joint publication authorships consistent with Department of the Army ("DA") policies will be implemented to serve the professional roles of the participant.
2. The cost of all personnel, including supporting staff and travel, shall be borne by the individual organizations of such personnel in accord with existing personnel and travel policies of the respective organizations. Responsibility for the transport of loaned or transferred equipment under this AGREEMENT shall be allocated on a case-by-case basis and defined in a corresponding Appendix.
3. INSTITUTION will welcome visits by mutual agreement to INSTITUTION by NSRDEC personnel to participate in or observe the execution of defense laboratory related research projects relevant to the subject matter of this AGREEMENT, and to inform faculty and students of defense laboratory research projects by the personnel of NSRDEC. However, arrangements for such visits will be made in advance so as to ensure that they will complement the regular activities at INSTITUTION.
4. Public announcements proposed by INSTITUTION to be submitted to the media concerning mutual NSRDEC and INSTITUTION activities will be coordinated and approved in advance of issuance with the NSRDEC Public Affairs Office for technical accuracy and releaseability.

EDUCATION PARTNERSHIP AGREEMENT

5. Public announcements proposed by NSRDEC to be submitted to the media concerning mutual NSRDEC and INSTITUTION activities will be coordinated in advance of issuance with the INSTITUTION Communications and Public Affairs Office for technical accuracy.
6. Both the NSRDEC and INSTITUTION understand that no NSRDEC or INSTITUTION funds are committed or obligated under this AGREEMENT. Any projects or other activities which may require funding either from NSRDEC funds, INSTITUTION funds, or both, shall be obligated by separate contractual or grant instruments consistent with applicable Federal and/or state regulations.
7. During the term of, and under this AGREEMENT, NSRDEC may have surplus equipment available via loan or transfer to support INSTITUTION science, engineering, mathematics, and information technology educational programs. Availability of such equipment will be at the sole discretion of NSRDEC and determined on a case-by-case basis. NSRDEC's existing procedures for processing such loans or transfers will be utilized.
8. Rules, regulations, directives, and requirements that are issued during the period of this AGREEMENT by DA military command authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all INSTITUTION employees and all persons assisting INSTITUTION who enter the NSRDEC. INSTITUTION employees and all persons assisting INSTITUTION shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No person will be permitted on the installation when such a check reveals that his/her presence would be detrimental to the security of the installation. While on NSRDEC property, INSTITUTION employees and all persons assisting INSTITUTION shall observe and comply with the security and safety regulations prescribed by the DA and NSRDEC authorities. While located on INSTITUTION property, NSRDEC employees and all persons assisting NSRDEC shall observe and comply with the safety and security regulations prescribed by INSTITUTION authorities. While on NSRDEC property, INSTITUTION employees and all persons assisting INSTITUTION shall wear badges which will be issued by the Natick Soldier Systems Center Directorate of Emergency Services ("DES"). INSTITUTION employees and those assisting them will be accountable for these badges, and immediately after the project or task effort is completed or terminated, shall return the badges to the DES.
9. INSTITUTION shall, upon request, provide NSRDEC with a copy of data (technical reports, findings, analyses, etc.) and software (source and object code) resulting from activities under this AGREEMENT and NSRDEC shall obtain in such data and software, the rights to reproduce, use, and disclose the data for governmental purposes (as defined in FAR 252.227-7013). NSRDEC agrees to take reasonable steps to not disclose any INSTITUTION proprietary information supplied to it by INSTITUTION during the course of research performed by INSTITUTION and designated in writing as "proprietary." Greater rights to the government may be obtained on a case-by-case basis through mutual agreement of the PARTIES as captured in the Appendix for a particular effort.
10. INVENTIONS: In accordance with U.S. patent law, NSRDEC and INSTITUTION shall retain ownership of any inventions made by their respective employees under the scope of this AGREEMENT and each PARTY retaining ownership shall grant to the other PARTY, should that PARTY desire it, a royalty-free, nonexclusive license in a desired field of use under a separate written agreement. Any joint inventions shall be jointly owned. Sharing of rights between the PARTIES or other disposition of invention rights for joint inventions shall be the subject of a separate written agreement mutually acceptable to NSRDEC and INSTITUTION.
11. Administrative Points of Contact:
For INSTITUTION:
 [Contact]
 [Address]
 [Phone][Email]
For NSRDEC:
 Sheri Mennillo
 Office of Research and Technology Applications
 Natick Soldier RD&E Center
 15 General Greene Avenue
 ATTN: RDNS-OOS-B (R134)
 Natick, MA 01760-5018
 Phone: (508) 233-4488; Email: sheri.m.mennillo.civ@mail.mil

12. It is anticipated that as current and future programs and projects evolve, Appendices hereunder representing planned cooperative problem solving efforts will be implemented within the framework of this AGREEMENT. The Appendices will be prepared for the signature of an authorized representative of INSTITUTION, and the Director of NSRDEC. In the event of any inconsistency between these Appendices and this AGREEMENT, the provision of this AGREEMENT will be controlling except as otherwise specifically provided herein.

13. Proposed modifications or additions to either this AGREEMENT or its Appendices can be initiated by NSRDEC or INSTITUTION and shall require the bilateral approval of INSTITUTION, and the Director of NSRDEC, and will become part of the respective AGREEMENT or Appendices. Incorporated appendices, will upon execution, be appended to this AGREEMENT.

14. NSRDEC shall be responsible for payment of all claims for the loss of property, personal injury or death, or otherwise arising out of any negligent or wrongful act or omission of any employee of the NSRDEC while acting within the scope of his office or employment solely under the provisions of the Federal Tort Claims Act (28 U.S.C. Section 2671 et. seq.). Except as provided by the Federal Tort Claims Act, NSRDEC will not be liable to INSTITUTION for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

15. INSTITUTION agrees to assume responsibility for all liabilities, claims, demands, damages, expenses, and losses of any kind arising solely and directly out of the performance by INSTITUTION, its agents, or other entity acting on behalf of or under the authorization of the INSTITUTION under this AGREEMENT, except for any liability resulting from negligent or intentional acts or omissions by NSRDEC.

16. GOVERNING LAWS: The PARTIES agree that the laws of the United States of America as applied by the Federal Courts shall govern this AGREEMENT for all purposes.

17. TERM OF AGREEMENT: This AGREEMENT shall be effective as of the date of the last signature of the PARTIES, and shall remain in effect for a period of [XXX] years unless terminated, or amended by mutual written agreement of the PARTIES.

18. TERMINATION BY MUTUAL CONSENT and UNILATERAL TERMINATION: INSTITUTION and the NSRDEC may elect to terminate this AGREEMENT at any time by mutual consent. Either PARTY may unilaterally terminate this entire AGREEMENT at any time by giving the other PARTY written notice not less than thirty (30) days prior to the desired termination date.

19. ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between the PARTIES concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

APPROVED:

For NSRDEC:

For INSTITUTION:

 Director, Natick Soldier Research,
 Development and Engineering Center

 [Name]

 [Title]

 Date

 Date

APPENDIX A

I. OBJECTIVE. The objective of this Appendix A is to [XXX].

II. DEFINITION. "LOANED EQUIPMENT" shall mean [XXX].

III. BENEFITS.

Benefits to INSTITUTION include:

Benefits to NSRDEC include:

IV. TASKS / SPECIFIC OBLIGATIONS.

INSTITUTION will:

NSRDEC will:

Each PARTY will:

V. Technical Points of Contact.

For INSTITUTION;

[Name]
[Title]
[Address]
[Phone][Email]

For NSRDEC;

[Name]
[Title]
[Address]
[Phone][Email]

VI. Equipment List

VII. Term and Termination. Appendix A shall become effective upon the date of the last signature hereto, and shall remain in effect for a period of [XXX] years unless INSTITUTION or NSRDEC, by written notice to the other, elects to terminate sooner, which shall cause this Appendix A to terminate thirty (30) days after receipt of such notice. This Appendix A may be amended upon written mutual agreement of the PARTIES.

APPROVED:

For NSRDEC:

For INSTITUTION:

Director, Natick Soldier Research,
Development and Engineering Center

[Name]

[Title]

Date

Date

PATENT LICENSE AGREEMENT (PLA)**WHAT IS A PATENT?**

A patent is an exclusive right granted to the inventor by the U.S. Government for a limited time. The patent permits the owner of the invention to exclude or prohibit all others from making, using, selling or importing the patented invention throughout the United States for the life of the patent. The life of the patent is normally twenty (20) years from the date a patent application is filed in the U.S. Patent and Trademark Office.

WHAT IS A PATENT LICENSE?

A patent license is a promise by the patent owner or one authorized to grant a license in a patent (licensor) to a licensee not to exclude the licensee from making, using, selling or importing the patented invention. The license may be nonexclusive, partially exclusive or exclusive. Since the license is an agreement, terms of the license are negotiable, for example, duration, geographic area, income/royalties, and types of products to which the invention applies.

WHY GRANT A LICENSE?

A patent is personal property and has value. A patent license encourages a licensee to practice the patented invention and generate revenue. The licensor receives income from the licensee. In addition, technology transfer is often facilitated by the existence of a patent, which can be the subject of a license or a CRADA.

HOW IS A LICENSE GRANTED?

An applicant submits an application for a patent license. The application should include a plan for developing/marketing the invention. If the application is for an exclusive or partially exclusive license, public notice of the proposed license is given in the Federal Register for 15 days to give the public an opportunity for written objection to such a license. Terms and conditions are negotiated with the proposed licensee. Upon receipt of executed copies of the license from the licensee, the Director of NSRDEC signs the copies. The license is now in effect.

HOW IS INCOME GENERATED FROM A PATENT LICENSE?

Each inventor receives \$2,000, and shares equally in 20% of the remainder of the royalties. Payments to an inventor from one or more licenses cannot exceed \$150,000 per year. Such payments are in addition to the regular pay of an inventor and any awards made to the inventor. The balance of income from a license is retained by NSRDEC and must be used or obligated by the end of the second fiscal year succeeding the fiscal year in which the funds were received.

WHAT ARE THE MOST SIGNIFICANT CONSIDERATIONS INVOLVING A PATENT LICENSE GRANTED BY THE U.S. GOVERNMENT?

Licensee must submit a plan for developing/marketing the invention.

Licensee must submit periodic reports on the development/marketing of the invention.

The Government retains a nonexclusive, nontransferable, irrevocable, paid-up, worldwide license for Governmental purposes.

U.S. Preference - No grant to any person of an exclusive license to use or sell an invention in the U.S. unless the person agrees that any products embodying the invention or produced through use of the invention will be manufactured substantially in the U.S.

March-in-Rights - U.S. Government may require an exclusive licensee to grant a nonexclusive, partially exclusive or exclusive license, or may grant such license itself.

U.S. Government may terminate the license if licensee is not executing the development/marketing plan.

U.S. Government may terminate the license if licensee is in breach of the agreement assuring U.S. Preference.

U.S. Government may terminate the license to meet requirements for public use specified by Federal regulations issued after the date of the license.

No royalties are due from licensee on products distributed to or used by the U.S. Government.

No member of or delegate to Congress shall share in any benefit of the license.

There will be no grant of an exclusive or partially exclusive license if the license is inconsistent with antitrust laws, such as concentrating technology in certain sections of the country.

For a domestic (U.S.) exclusive and partially exclusive license - license shall give the U.S. Government the right to require the licensee to grant sublicenses to fulfill health and safety needs.

For domestic and foreign exclusive and partially exclusive licenses - U.S. Government has an irrevocable, royalty-free right to practice the invention for Governmental purposes on behalf of any foreign government or international organization pursuant to an existing or future treaty with the United States.

For domestic and foreign exclusive and partially exclusive licenses - license is subject to any license in force at the time of the grant of such exclusive or partially exclusive license.

- B. A statement as to your company's capability and intention to fulfill the plan, including information regarding manufacturing, marketing, financing and technical resourcing.
- C. A statement of geographic areas in which your company intends to manufacture any products embodying the invention and geographic areas where your company intends to use or sell the invention.
- D. A statement of the fields of use for which your company intends to practice the invention.
- E. A statement containing your company's knowledge of the extent to which the invention is being practiced by private industry or Government, or both, or is otherwise available commercially.

Signature

Date

Please e-mail the application and any attachments to Sheri Mennillo, Technology Transfer Manager, at sheri.m.mennillo.civ@mail.mil. Questions pertaining to the application process may be directed to Sheri Mennillo at 508-233-4488.

SAMPLE (Actual agreements may vary)

U.S. Army Natick Soldier Research, Development and Engineering Center

PATENT LICENSE AGREEMENT

between the

U.S. Army Natick Soldier Research, Development and Engineering Center

15 General Greene Avenue, Natick, Massachusetts 01760

and

[Name and Address of Company]

POINTS OF CONTACT:

Technology Transfer Manager

508-233-4488

[Company Representative]

[XXX-XXX-XXXX]

ABSTRACT

This is a Patent License Agreement from the U.S. Army Natick Soldier Research, Development and Engineering Center to [Company] under U.S. Provisional Patent Application Serial No. _____ and certain U.S. and foreign patents derived therefrom for the production of _____ for commercial markets (the "AGREEMENT").

PATENT LICENSE AGREEMENT
between
U.S. ARMY NATICK SOLDIER
RESEARCH, DEVELOPMENT AND ENGINEERING CENTER
and
[Company]

The Director of the U.S. Army Natick Soldier Research, Development and Engineering Center (hereinafter referred to as "LICENSOR") as the representative of the United States of America; and [Company], a corporation existing under the laws of _____, and having a principal place of business at _____ (hereinafter referred to as "LICENSEE"), hereby agree as follows:

ARTICLE I - Background

1.1 The United States of America is the owner by assignment recorded in the U.S. Patent and Trademark Office of the right, title and interest to the products, methods and processes described and claimed in the LICENSED PATENT APPLICATION.

1.2 Under the authority of the Federal Technology Transfer Act, Title 15 of the United States Code, Section 3710a, LICENSOR has custody of the products, methods and processes described and claimed in, and the right to issue licenses under, the LICENSED PATENT APPLICATION.

1.3 LICENSOR desires that the products, methods and processes claimed and described in the LICENSED PATENT APPLICATION be brought to the POINT OF PRACTICAL APPLICATION in the shortest possible time and be made available to the public, thereby serving the public interest and broadening the potential supply base for LICENSOR and other Government agencies.

1.4 LICENSEE desires to obtain a [non-exclusive/exclusive] license to be granted by LICENSOR under the LICENSED PATENT APPLICATION for the purpose of making, using and selling the [Invention] identified and described in the LICENSED PATENT APPLICATION (the "INVENTION").

ARTICLE II - Definitions

2.1 Terms in this AGREEMENT (other than the names of the parties and Article headings) which are set forth in upper case letters and not otherwise defined herein have the meanings established for such terms in the succeeding paragraphs of this Article II.

2.2 GROSS SALES mean the amount billed or invoiced by LICENSEE or any SUBPARTNER of LICENSEE on sales FOB the place of manufacture of any ROYALTY-BASED PRODUCTS, other than such ROYALTY-BASED PRODUCTS which are billed or invoiced on sales for the replacement of ROYALTY-BASED PRODUCTS which have been rejected by a customer or, in the event of disposal of any ROYALTY-BASED PRODUCTS other than as scrap prior to its shipment from its place of manufacture or other than by sales, the amount billed or invoiced for a like quantity and quality of ROYALTY-BASED PRODUCTS on or about the time of such disposal. If any ROYALTY-BASED PRODUCT is sold at a discounted price that is lower than the customary price charged, or for non-cash consideration (whether or not at a discount), GROSS SALES will be calculated based on the non-discounted cash amount charged to an independent third party for such ROYALTY-BASED PRODUCT during the same royalty payment period, or in the absence of such transaction, on the fair market value of the ROYALTY-BASED PRODUCT.

2.3 LICENSED AREA means the United States of America, its territories and possessions, and/or any other country in which a LICENSED PATENT APPLICATION claiming a particular LICENSED PRODUCT is in force.

2.4 LICENSED FIELD means _____, and shall not include any other field not specifically set forth herein.

2.5 LICENSED METHODS or LICENSED PROCESSES mean any and all products, methods, processes and uses which are claimed or described in the LICENSED PATENT APPLICATION or which employ any of the same as claimed or described in the LICENSED PATENT APPLICATION, for the purposes of making, using and selling the INVENTION, and/or making, using and selling any and all machines, articles of manufacture, products or composites of matter as recited in the claims or description of the LICENSED PATENT APPLICATION.

2.6 LICENSED PATENT APPLICATION means LICENSOR's interest in U.S. Provisional Patent Application Serial No. _____, filed on _____ (Docket No. NA-_____), and such other patent applications (foreign and domestic) and patents (foreign and domestic) as may be derived from the aforesaid provisional patent application, including any and all continuations (but not including continuations-in-part), divisions, reissues, renewal or extensions thereof; and which are owned or controlled by LICENSOR during the term of this AGREEMENT.

2.7 LICENSED PRODUCTS mean any and all machines, articles of manufacture, products made by a process or compositions of matter as recited in the claims or description of the LICENSED PATENT APPLICATION, which are packaged and/or marketed and usable in their packaged and/or marketed form as an INVENTION.

2.8 LICENSOR'S REPRESENTATIVE means the Director of the Natick Soldier Research, Development and Engineering Center, 15 General Greene Avenue, Natick, Massachusetts 01760, United States of America.

2.9 POINT OF PRACTICAL APPLICATION means to develop the products, methods and processes claimed in the LICENSED PATENT APPLICATION for marketing under such conditions as to establish that the products, methods and processes are being utilized for these particular purposes and that their benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms within one (1) year of the EFFECTIVE DATE of this AGREEMENT, and to continue during the term of this AGREEMENT to make the benefits of the products, methods and processes reasonably accessible to the public.

2.10 ROYALTY-BASED PRODUCTS mean any and all LICENSED PRODUCTS sold by LICENSEE or any SUBPARTNER of LICENSEE in the LICENSED AREA and/or any and all LICENSED PRODUCTS sold by LICENSEE or any SUBPARTNER of LICENSEE directly resulting from the practice, in the LICENSED AREA, of LICENSED METHODS and/or LICENSED PROCESSES claimed in the LICENSED PATENT APPLICATION.

2.11 SUBPARTNER means any third party granted rights pursuant to Article III, paragraph 3.2 of this AGREEMENT.

ARTICLE III - License Grant

3.1 Subject to the terms and conditions of this AGREEMENT, LICENSOR grants to LICENSEE a [non-exclusive/exclusive] license under the LICENSED PATENT APPLICATION to make, have made, use and/or sell the LICENSED PRODUCTS, LICENSED METHODS and LICENSED PROCESSES described and claimed therein throughout the LICENSED AREA within the LICENSED FIELD for the term set forth in Article X of this AGREEMENT.

3.2 This license, or any portion thereof, may be sublicensed by LICENSEE (A) subject to the prior written approval of LICENSOR, and each such sublicense shall make reference to this license, including the rights retained by the Government, and a copy of any such sublicense shall be furnished to LICENSOR, and (B) as provided in paragraph 9.1 of Article IX of this AGREEMENT.

ARTICLE IV – Licensing Fees, Royalties and Other Payments

4.1 LICENSEE shall pay LICENSOR an upfront licensing fee in the amount of _____ dollars (\$_____) within thirty (30) days of the EFFECTIVE DATE of this AGREEMENT.

4.2 LICENSEE shall pay LICENSOR royalties at the rate of _____ percent (____%) on GROSS SALES of all ROYALTY-BASED PRODUCTS (“EARNED ROYALTIES”).

4.3 In case for any reason, including no GROSS SALES of ROYALTY-BASED PRODUCTS, the EARNED ROYALTIES due from LICENSEE do not aggregate a minimum of _____ (\$ _____) at each anniversary of the EFFECTIVE DATE of this AGREEMENT, LICENSEE shall, at the next-occurring semiannual royalty payment date specified in paragraph 4.6 of this Article IV, make up the deficiency of the EARNED ROYALTIES actually paid to such minimum sum. The parties agree that any such first minimum payment shall be due _____. Therefore, the minimum royalty due from LICENSEE per year with or without GROSS SALES is _____ dollars (\$_____) beginning at _____ (such periodic annual minimum royalties due, the “MINIMUM ANNUAL ROYALTIES”).

4.4 In addition to all other amounts payable hereunder, LICENSEE shall pay to LICENSOR a “pass through royalty” on all consideration in any form received by LICENSEE arising from or related to any grant of a license or right to the INVENTION or LICENSED PATENT APPLICATION by LICENSEE to any SUBPARTNER, which shall specifically include, but not be limited to, all license issue fees and initial payments, option fees, unearned portion of any minimum royalties, distribution or joint marketing fee, research and development funding in excess of the cost of performing such research and development, equity interests and any other thing(s) of value of whatever kind and nature; provided such consideration shall exclude any amounts which are otherwise included within GROSS SALES (the “SUBPARTNER INCOME”). LICENSEE shall pay LICENSOR _____ percent (____%) of all SUBPARTNER INCOME received by LICENSEE. SUBPARTNER INCOME payments shall be paid to LICENSOR in conjunction with LICENSEE’s EARNED ROYALTIES payments, and shall be accompanied by written reports, as required with LICENSEE’s EARNED ROYALTIES.

4.5 All payments shall be payable in U.S. currency (dollars) hereunder, and shall be determined on the basis of the official rate of exchange applicable to each such payment on the payment date thereof. All payments shall be made without deduction of taxes, assessments, or other charges of any kind which may be imposed on LICENSEE by the Government of the United States of America and/or any foreign government or any political subdivision thereof with respect to any amounts payable to LICENSOR pursuant to this AGREEMENT.

All payments shall be paid by check made payable to: **“DFAS-Columbus”** and mailed to: **“U.S. Army Natick Soldier Research, Development and Engineering Center, Attn: RDNS-OOS-B (Sheri Mennillo; R134), 15 General Greene Avenue, Natick, MA 01760.”** On the statement accompanying the check, LICENSEE shall identify LICENSOR’s inventor(s), _____, by name, and the LICENSED PATENT APPLICATION by its respective U.S. Provisional Patent Application Serial No. _____, and it should be noted whether the payment is for **EARNED ROYALTIES, MINIMUM ANNUAL ROYALTIES, SUBPARTNER INCOME or other payments due hereunder.**

4.6 LICENSEE shall pay EARNED ROYALTIES accrued as the result of sales made subject to such EARNED ROYALTIES during each six (6) month period following the EFFECTIVE DATE of this AGREEMENT, and/or any MINIMUM ANNUAL ROYALTIES due, on the following April 15th or October 15th, whichever date next occurs, and LICENSEE shall submit with its payment the written report required in Article V, paragraph 5.2, of this AGREEMENT. If no EARNED ROYALTIES or MINIMUM ANNUAL ROYALTIES are due, the report shall so state. Sales shall be considered made, for the purposes of this paragraph and paragraph 4.3 above, when billed out, except that upon any expiration or termination of this AGREEMENT, all shipments made on or prior to the day of such expiration or termination which have not been billed out prior thereto

shall be considered as sold (and therefore subject to the payment provisions hereunder). EARNED ROYALTIES paid on sales of ROYALTY-BASED PRODUCTS which are not accepted by the customer shall be credited to LICENSEE.

4.7 Subject to Article X, paragraph 10.4, LICENSEE shall pay within thirty (30) days from any termination or expiration of this AGREEMENT all amounts accrued or accruable for payment at the time of any such termination or expiration.

4.8 Any payments not received by LICENSOR by the due date shall be subject to interest charges computed at ten percent (10%) per annum.

4.9 No EARNED ROYALTIES shall be payable under this AGREEMENT for direct sales of ROYALTY-BASED PRODUCTS by LICENSEE to the U.S. Government or any of its agencies for governmental purposes.

4.10 LICENSEE shall directly pay or reimburse LICENSOR for all costs associated with the preparation, filing, prosecution and maintenance of the LICENSED PATENT APPLICATION (the "PATENT COSTS"). As of the EFFECTIVE DATE of this AGREEMENT, LICENSOR has incurred approximately _____ dollars (\$_____) in PATENT COSTS, which amount LICENSEE shall pay to LICENSOR within thirty (30) days of the EFFECTIVE DATE of this AGREEMENT. LICENSEE shall pay to LICENSOR, or at LICENSOR's request, directly to patent counsel, all other PATENT COSTS within thirty (30) days of LICENSEE's receipt of an invoice from LICENSOR or its patent counsel.

ARTICLE V - Reports and Records

5.1 LICENSEE shall provide at each anniversary of the EFFECTIVE DATE of this AGREEMENT a written progress report detailing its efforts to bring the products, methods and processes licensed under this AGREEMENT to the POINT OF PRACTICAL APPLICATION.

5.2 Concurrently, with each payment of EARNED ROYALTIES and/or MINIMUM ANNUAL ROYALTIES as required in Article IV of this AGREEMENT, or at the time such payments are due although no payments have accrued, LICENSEE shall submit a written report setting forth for the period of accrual of such EARNED ROYALTIES the amount of ROYALTY-BASED PRODUCTS made, sold or otherwise disposed of by LICENSEE or any SUBPARTNER of LICENSEE in the LICENSED AREA, the GROSS SALES thereof, and the amount of EARNED ROYALTIES due thereon. If no EARNED ROYALTIES are due LICENSOR for any report period, the report shall so state.

5.3 The reports required under this Article V shall also be made within thirty (30) days of the expiration or termination of this AGREEMENT.

5.4 LICENSEE agrees, and agrees to cause any SUBPARTNER, to keep records showing the sales or other disposition of ROYALTY-BASED PRODUCTS sold or otherwise disposed of under the license granted in this AGREEMENT in sufficient detail to enable the EARNED ROYALTIES and/or MINIMUM ANNUAL ROYALTIES payable hereunder by LICENSEE to be determined, and further agrees to permit its books and records so kept to be examined from time to time to the extent necessary to verify the reports provided for in this Article V, such examinations to be made at the expense of LICENSOR by any auditor appointed by LICENSOR who shall be acceptable to LICENSEE, or at the option and expense of LICENSEE, by a certified public accountant appointed by LICENSOR.

ARTICLE VI - Government Approval Authority

6.1 All prior reviews and approvals required by regulations or law have been obtained by LICENSOR prior to the execution of this AGREEMENT. LICENSOR official executing this AGREEMENT has the requisite authority to do so.

ARTICLE VII - LICENSEE Performance

7.1 LICENSEE shall expend reasonable efforts and resources to carry out the development and marketing of the INVENTION and to bring the products, methods and processes described and claimed in the LICENSED PATENT APPLICATION to the POINT OF PRACTICAL APPLICATION for said purposes.

7.2 After bringing the products, methods and processes described and claimed in the LICENSED PATENT APPLICATION to the POINT OF PRACTICAL APPLICATION as an INVENTION in the LICENSED AREA, LICENSEE agrees to make ROYALTY-BASED PRODUCTS marketed and usable as an INVENTION available to the public on reasonable terms during the term of this AGREEMENT. LICENSEE shall promptly report any discontinuance of its making the ROYALTY-BASED PRODUCTS reasonably accessible to the public.

7.3 Failure to comply with the terms of this Article VII shall be cause for modification or termination of this AGREEMENT in accordance with the provisions of Article X below.

ARTICLE VIII - Patent Enforcement

8.1 LICENSOR and LICENSEE shall notify each other promptly in writing of any infringement of the LICENSED PATENT APPLICATION which becomes known to either of them. LICENSEE shall notify LICENSOR promptly of any action taken in accordance with this Article VIII to eliminate such infringement.

8.2 LICENSEE is authorized pursuant to the provisions of Chapter 29, Title 35, U.S. Code, or other statutes:

- (A) To bring suit in its own name, or if required by law, jointly with LICENSOR, at its own expense and on its own behalf, for infringement of the LICENSED PATENT APPLICATION;
- (B) In any such suit, to enjoin infringement; and
- (C) To collect for its use damages, profits and awards of whatever nature recoverable for such infringement; provided that LICENSEE shall be obligated to pay to LICENSOR an amount equal to the royalties and other amounts that

LICENSEE would have paid to LICENSOR if LICENSEE had sold the ROYALTY-BASED PRODUCTS rather than the infringer.

8.3 In the event LICENSOR shall bring to the attention of LICENSEE any unlicensed infringement of the LICENSED PATENT APPLICATION and LICENSEE shall not, within six (6) months,

(A) Secure cessation of the infringement, or

(B) Enter suit against the infringer, LICENSOR shall thereafter have the right to sue for the infringement at LICENSOR's own expense, and to collect for its own use all damages, profits and awards of whatever nature recoverable for such infringement.

8.4 LICENSOR and LICENSEE mutually agree to furnish technical and other necessary assistance to each other in conducting any litigation necessary to enforce the LICENSED PATENT APPLICATION against others. Reasonable expenses for such assistance will be paid by the party requesting such assistance.

8.5 LICENSEE shall defend at its own cost and expense any action, suit, claim or proceeding for infringement by LICENSEE of any third party's patents based upon LICENSEE's manufacture, use, sale, or lease of products, processes or services based upon, utilizing, or incorporating the LICENSED PATENT APPLICATION. LICENSOR shall cooperate with LICENSEE in any way reasonably necessary, but without expense to LICENSOR in the defense of any such action, suit, claim or proceeding.

ARTICLE IX - Reservation of Rights

9.1 The license granted in Article III of this AGREEMENT shall be subject to the irrevocable, royalty-free right of the U.S. Government to practice and have practiced on behalf of the U.S., and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the U.S., the products, methods and processes described and claimed in the LICENSED PATENT APPLICATION.

9.2 Notwithstanding the restrictions on sublicensing imposed upon LICENSEE in Article III, LICENSOR reserves the right to require LICENSEE to grant sublicenses to responsible applicants on reasonable terms to the extent that the LICENSED PATENT APPLICATION is required for public use, by government regulations or when necessary to fulfill public health, welfare or safety needs. Any decision by LICENSOR to require such a sublicense may be appealed by LICENSEE under the procedures set forth in Article XII.

ARTICLE X – Effective Date, Term and Termination

10.1 The effective date of this AGREEMENT is the date on which LICENSOR'S REPRESENTATIVE signs the AGREEMENT (the "EFFECTIVE DATE"); LICENSOR'S REPRESENTATIVE shall be the last to sign. The term of this AGREEMENT begins on the EFFECTIVE DATE of this AGREEMENT. Unless sooner terminated or otherwise modified as provided for in this Article X, the term of this AGREEMENT shall run for _____ (____) years from the EFFECTIVE DATE of this AGREEMENT.

10.2 LICENSOR may modify or terminate this license, in whole or in part, if:

(A) LICENSEE fails to meet the obligations set forth in Article VII above;

(B) LICENSOR determines that such action is necessary to meet requirements for public use specified by federal regulations issued after the EFFECTIVE DATE of this AGREEMENT and such requirements are not reasonably satisfied by LICENSEE;

(C) LICENSEE has willfully made a false statement of, or willfully omitted, a material fact in the license application or in any report required by this AGREEMENT;

(D) LICENSEE commits a breach of a covenant or agreement contained in this AGREEMENT;

(E) LICENSEE defaults in making any payment or report required by this AGREEMENT;

(F) LICENSEE is adjudged bankrupt or has its assets placed in the hands of a receiver or makes any assignment or other accommodation for the benefit of a creditor; or

(G) LICENSEE misuses the LICENSED PATENT APPLICATION.

LICENSEE retains the right to terminate this AGREEMENT in the event that it disagrees with any modification thereof made by LICENSOR under this paragraph and no relief satisfactory to it has been forthcoming upon request for the same under Article XII, paragraph 12.6 and/or 12.7. Any such termination must be made in writing.

10.3 At any time after _____ (____) years from the EFFECTIVE DATE of this AGREEMENT, LICENSEE shall have the right to terminate this AGREEMENT in its entirety at the end of any calendar year, provided that the manufacture, sale and marketing of the LICENSED PRODUCTS, LICENSED METHODS and LICENSED PROCESSES as an INVENTION are not economically feasible to LICENSEE, and being exercisable by written notice to terminate given by LICENSEE to LICENSOR at least sixty (60) days prior to the end of such year.

10.4 Upon expiration or termination of this AGREEMENT, neither party shall be obligated to the other, except as set forth in paragraph 10.6 hereof. Unless this AGREEMENT is terminated by LICENSOR pursuant to subsection (C), (D), (E), (F) or (G) of paragraph 10.2, LICENSEE may sell any LICENSED PRODUCTS, LICENSED METHODS and LICENSED PROCESSES which are on hand as inventory or works in progress at the time of such expiration or termination for the _____ (____) month period following such expiration or effective date of termination; provided that all payments then due are first made to LICENSOR, and statements and payments with respect to products sold after the expiration or termination are

thereafter made in accordance with this AGREEMENT.

10.5 Prior to any modification or termination of this AGREEMENT, LICENSOR shall furnish LICENSEE with a written notice of intention to modify or terminate, and LICENSEE shall be allowed sixty (60) days after the date of such notice to remedy any breach or default of any covenant or agreement of this AGREEMENT or to show cause why this AGREEMENT should not be modified or terminated. If this AGREEMENT has been modified or terminated, in whole or in part by LICENSOR, LICENSEE may appeal to the Department of the Army any decision or determination concerning the modification or termination of this AGREEMENT.

10.6 The words "termination" and "expiration" and cognate words, such as "term" and "terminate", used in Article X and elsewhere in this AGREEMENT, are to be read, except where the contrary is specifically indicated, as omitting from their effect the following rights and obligations, all of which survive any termination or expiration to the degree necessary to permit their complete fulfillment or discharge:

- (A) LICENSEE's obligation to supply reports as specified in Article V, paragraph 5.3 of this AGREEMENT;
- (B) LICENSOR's right to receive or recover, and LICENSEE's obligation to pay, royalties (including minimum aggregate royalties) accrued or accruable for payment at the time of any expiration or termination as specified in Article IV, paragraph 4.6 of this AGREEMENT;
- (C) LICENSEE's obligation to maintain records and LICENSOR's right to conduct a final audit as provided in Article V, paragraph 5.4 of this AGREEMENT; and
- (D) Any cause of action or claim of LICENSOR accrued or to accrue because of any breach or default by LICENSEE.

10.7 This AGREEMENT may be modified or terminated upon the mutual agreement of LICENSOR and LICENSEE.

ARTICLE XI – Representations and Warranties of Licensee

11.1 LICENSEE hereby represents and warrants to LICENSOR as follows:

- (A) LICENSEE, as of the EFFECTIVE DATE, is a corporation duly organized, validly existing and in good standing under the laws of the [State/Commonwealth] of _____.
- (B) LICENSEE has the requisite power and authority to enter into this AGREEMENT and to perform according to the terms thereof.
- (C) The Board of Directors and stockholders of LICENSEE have taken all actions required to be taken by law, LICENSEE's Certificate or Articles of Incorporation, its bylaws or otherwise, for the execution and delivery of this AGREEMENT.
- (D) The execution and delivery of this AGREEMENT does not contravene any material provision of, or constitute a material default under any material agreement binding on LICENSEE or any valid order of any court, or any regulatory agency or other body having authority to which LICENSEE is subject.

ARTICLE XII - General

12.1 This AGREEMENT shall extend to any reissued or reexamination patent which may be derived from the LICENSED PATENT APPLICATION, provided that LICENSOR has custody of the rights thereto and is able to grant a license without incurring liability to third parties; this AGREEMENT shall not apply to the rights to any other invention, patent or patent application.

12.2 The AGREEMENT shall not be transferred or assigned by LICENSEE to any party other than to an affiliate or a successor or assignee of the entire business interest of LICENSEE without the approval of LICENSOR'S REPRESENTATIVE.

12.3 This AGREEMENT does not confer any immunity from or defenses under the antitrust laws, the laws and regulations pertaining to or administered by the Food and Drug Administration, or the export laws, nor does it confer immunity from a charge of patent misuse. Furthermore, LICENSEE's acquisition and exercise of rights hereunder are not immunized from the operation of any state or federal law by reason of the source of the grant. This AGREEMENT does not constitute an endorsement by LICENSOR of any LICENSED PRODUCTS, LICENSED METHODS, LICENSED PROCESSES or ROYALTY-BASED PRODUCTS and LICENSEE shall not state or imply in any medium that such endorsement exists as a result of this AGREEMENT.

12.4 LICENSOR makes no warranty, express or implied, regarding the patentability or viability of the LICENSED PATENT APPLICATION and no representations whatsoever with regard to the scope of the LICENSED PATENT APPLICATION or that the LICENSED PATENT APPLICATION may be exploited without infringing other patents.

12.5 LICENSOR assumes no liability resulting from LICENSEE's exercise of its rights under this AGREEMENT or from LICENSOR's exercise of rights under this AGREEMENT, including modification or termination thereof.

12.6 Any dispute arising under this AGREEMENT shall be disposed of by agreement of the persons designated as points of contact in paragraph 12.9 of this AGREEMENT (_____ for LICENSEE and Sheri Mennillo for LICENSOR) or their successors performing the same function. Both designated points of contact shall act in good faith in jointly disposing of any dispute(s).

12.7 In the event that a dispute arising under this AGREEMENT cannot be disposed of by resort to the procedures of paragraph 12.6, and subject to LICENSEE's right to terminate under Article X, paragraph 10.2, the dispute shall be submitted jointly to the signatories of this AGREEMENT or their successors or their designees for resolution. Although the

PATENT LICENSE AGREEMENT

parties agree to use alternate dispute resolution techniques to resolve disputes, nothing in this AGREEMENT precludes either party from pursuing resolution of a dispute using other legal review available by law. Pending such resolution, LICENSOR and LICENSEE shall proceed diligently with the performance of their obligations under this AGREEMENT.

12.8 LICENSEE agrees that ROYALTY-BASED PRODUCTS used, sold or otherwise disposed of in the LICENSED AREA by LICENSEE will be manufactured substantially in the United States.

12.9 The parties shall notify each other of any changes in name, address or business status, and any notice, payment or report required to be given under the provisions of this AGREEMENT shall be considered duly given if mailed by first class mail, postage prepaid and addressed as follows:

(A) If to LICENSOR: Natick Soldier Research, Development and Engineering Center
Attn: RDNS—OOS-B (Sheri Mennillo; R134)
15 General Greene Avenue
Natick, MA 01760

(B) If to LICENSEE: _____

12.10 This AGREEMENT shall be subject to any licenses in force at the time of the grant of this license.

12.11 The interpretation and application of the provisions of this AGREEMENT shall be governed by the laws of the United States as interpreted and applied by the federal courts in the District of Columbia, United States.

12.12 The illegality or invalidity of any provision(s) of this AGREEMENT shall not impair, affect or invalidate the other provisions of this AGREEMENT.

12.13 In publicizing anything made, used or sold under this AGREEMENT, LICENSEE shall not use the name of LICENSOR or otherwise refer to any organization related to LICENSOR, except with the written approval of LICENSOR.

12.14 LICENSEE shall place in a conspicuous location on the LICENSED PRODUCTS, a patent notice in accordance with 35 U.S. Code Section 287. LICENSEE agrees to mark any products made using a process covered by any patent or improvement issuing from the LICENSED PATENT APPLICATION with the number of each such patent and, with respect to such patents and improvements, to respond to any request for disclosure under 35 U.S. Code Section 287(b)(4)(B) by only notifying LICENSOR of the request for disclosure.

12.15 This AGREEMENT constitutes the entire understanding between the parties and neither party shall be obligated by any condition or representation other than those expressly stated herein or as may be subsequently agreed to by the parties hereto in writing.

IN WITNESS WHEREOF, each of the parties hereto has caused this AGREEMENT to be executed by its duly authorized officers or representatives as follows.

For LICENSEE: _____
[Name] Date
[Title]

For LICENSOR: _____
Director, Natick Soldier Research, Date
Development and Engineering Center

TESTING SERVICE AGREEMENT (TSA)**WHAT IS A TSA?**

A Testing Service Agreement (TSA) provides statutory authority enabling federal laboratories to perform fee-for-service commercial test and evaluation activities for private industry, academic institutions, and individuals. Under a TSA, a Federal laboratory performs a testing or evaluation service for a fee. The fee must cover all direct and indirect costs. Materials, processes, equipment, models, devices, computer software, etc., may all be tested. Unlike cooperative type agreements the TSA does not include a research or development component and all inventions and data belong to the TSA partner.

We offer:

- Low-cost Services
- Unique Testing Facilities
- Highly Rated and Experienced Staff
- State-of-the-art Equipment
- Test Plan Development, Data Analysis and Report Preparation

Program contact: 508-233-4488

Email: usarmy.natick.rdecom-nsrdec.mbx.nati-amsrd-nsc-ad-b@mail.mil

SAMPLE (Actual agreements may vary)

TESTING SERVICE AGREEMENT
BETWEEN
U.S. ARMY NATICK SOLDIER RESEARCH, DEVELOPMENT AND ENGINEERING CENTER
AND
[COMPANY]

NAME OF TEST OR NATURE OF TESTING SERVICES: (Brief Description)

SPECIFIC ITEM(S) TO BE TESTED: (List or Explain) (the "Testing Item(s)")

PURPOSE: (Include one sentence purpose statement and reference attached Statement of Work) (the testing services described above, together with the aforementioned purpose and Statement of Work attached hereto as Exhibit A ("Statement of Work") and incorporated by reference herein, the "Testing Services")

WHEREAS 10 U.S.C. 2539b (a)(3) gives the secretaries of the military departments authority to make available to any person or entity, at an appropriate fee, the services of any government laboratory, center, range, or other testing facility for the testing of materials, equipment, models, computer software, and other items.

WHEREAS _____, a _____ corporation with a principal place of business at _____ (hereinafter referred to as the "purchaser"), has requested, and the U.S. Army Natick Soldier Research, Development and Engineering Center (hereinafter referred to as "NSRDEC") has agreed to conduct and/or furnish certain Testing Services as described above, the purchaser, after having indicated that these Testing Services are not in direct competition with private industry, and NSRDEC do now therefore agree to the following terms and conditions which shall govern the conduct and/or furnishing of such Testing Services:

a. It is understood that NSRDEC will accept the Testing Item(s) for performance of the Testing Services, and any information submitted for use in such Testing Services shall not be disclosed outside the government, except that such information may be disclosed to foreign governments when Testing Services are conducted for/on behalf of private foreign industry. Unless otherwise specified herein, the results of the Testing Services are confidential and may not be disclosed outside the government without the consent of the purchaser.

b. The Testing Services shall be conducted and/or furnished at (Insert building name and number) _____ at NSRDEC, to commence on a date and at a time convenient to NSRDEC, as determined by the laboratory director, who will notify the purchaser of such scheduled commencement date and the estimated completion date. The aforementioned commencement and estimated completion dates are to be furnished for planning purposes only, and NSRDEC may, at its discretion, change such dates or terminate the Testing Services prior to completion with or without prior notice to the purchaser, and the government shall not become liable to the purchaser as a result of or because of such changes or termination.

c. (i) In consideration of the Testing Services to be conducted and/or furnished by NSRDEC, the purchaser agrees to pay NSRDEC the cost thereof as determined by NSRDEC, it being mutually agreed that such cost will include the amount necessary to recoup both direct and indirect costs involved that are incurred by NSRDEC to perform the Testing Services.

(ii) Additionally, it is understood and agreed that the purchaser will bear all costs for transportation, packing, crating and drayage relating to the Testing Item(s), including those Testing Services which NSRDEC may, for its own convenience, perform or cause to be performed.

d. (i) As of the effective date of this Testing Service Agreement, NSRDEC estimates that the cost of the Testing Services to be performed by NSRDEC will not exceed the sum of _____ dollars (\$_____), which sum includes performance of the tasks outlined in the Statement of Work.

(ii) The purchaser will pay to NSRDEC, prior to commencement of the Testing Services, the sum of \$_____ by cashier's check, certified check, bank money order or U.S. Postal money order, payable to the United States Treasury.

(iii) The purchaser will note on the check that the payment is for a Testing Service Agreement. In addition, the purchaser shall note the following information within an accompanying cover letter: (1) the project name, (2) the purchaser's name, and (3) the Government technical point of contact.

Checks should be made payable to the United States Treasury.

The purchaser shall mail the payment to the following address:

**U.S. Army Natick Soldier Research, Development and Engineering Center
ATTN: RDNS-OOS-B (Sheri Mennillo; R134)
15 General Greene Avenue
Natick, MA 01760-5021**

(iv) It is understood and agreed that NSRDEC will not incur costs in excess of the estimated amount without notice to the purchaser of a revised estimated cost, and deposit with NSRDEC by the purchaser of such additional sum as may be required to cover the additional estimated costs.

e. The purchaser and NSRDEC agree that:

(i) The government shall not be liable for loss or destruction of or damage to the Testing Item(s), or any other damages arising out of the Testing Services, whether direct or consequential.

(ii) Upon completion or termination of the Testing Services, and upon receipt by the purchaser of notification of such completion or termination, the purchaser will promptly remove the Testing Item(s) from the government's premises.

(iii) All transfers of property or services of whatever nature made pursuant to this Testing Service Agreement shall be without any express or implied warranty whatsoever, including the warranties of merchantability and fitness for a particular purpose.

f. The purchaser agrees:

(i) To hold harmless and indemnify the government against the following insofar as they may result from the performance and/or furnishing of the Testing Services:

(A) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the purchaser) for death, bodily injury (including sickness or disease) or loss of, damage to, or loss of use of property, and

(B) Loss of or damage to property of the government or property in its custody, and loss of use of such property, and

(ii) That the purchaser will, at the request of and to the satisfaction of NSRDEC, furnish bond, U.S. Postal money order, certified check or other security to guarantee compliance with subsection (i) of this clause.

g. The purchaser agrees not to circulate, refer to, or otherwise use for publicity or advertising purposes the results of the Testing Services performed by NSRDEC in any manner that will bear a connotation of endorsement of a product by NSRDEC or any other agency of the government.

h. NSRDEC reserves the right to limit the number and terms of visits of the purchaser's observers and/or participants in connection with the Testing Services.

TESTING SERVICE AGREEMENT

IN WITNESS THEREOF, each of the parties hereto has caused this Testing Service Agreement to be executed by its duly authorized officers or representatives as follows, effective as of the date of the last signature below.

**U.S. Army Natick Soldier Research,
Development and Engineering Center
Attn: RDNS-OOS-B (Sheri Mennillo; R134)
15 General Greene Avenue
Natick, MA 01760-5000**

**[Company]
[Address]**

BY:

(Project Officer Signature)

(Printed name)

(Title)

(Date)

BY:

(Signature – Budget Officer)

(Date)

BY:

(Signature)

(Printed name)

(Title)

(Date)

(Federal Tax ID#)

EXHIBIT A

Statement of Work to be provided

UNSOLICITED PROPOSAL PROGRAM

The NSRDEC has an interest in receiving proposals that contain new ideas, suggestions, and innovative concepts pertaining to our program areas. "Unsolicited Proposal" is the term used to describe a unique and innovative proposal, which is not in response to a formal or informal request. The NSRDEC welcomes unsolicited proposals. We appreciate the contributions they make toward ensuring the superiority of the U.S. Army's Soldiers.

DEFINITIONS OF UNSOLICITED OFFERINGS

Unsolicited Proposal: A written proposal that is submitted to an agency on the initiative of the submitter for the purpose of obtaining a contract with the Government and which is not in response to a formal or informal request (other than an agency request constituting a publicized general statement of needs).

Commercial Product Offer: An offer of a commercial product, submitted to an agency on the initiative of the submitter, that is usually sold to the general public and that the vendor wishes to see introduced into the Government's supply system as an alternate or replacement for an existing supply item. This does not eliminate commercial items offered for development or militarization.

Advertising Material: Material designed to acquaint the Government with a prospective contractor's present products or potential capabilities or to determine the Government's interest in buying these products. Advertising material can be submitted in support of a commercial product offer.

Contribution: A concept, suggestion, or idea presented to the Government for its use with no indication that the source intends to devote any further effort to it in the Government's behalf. There is no government funding associated with contributions.

Technical Correspondence: Written request for information regarding Government interest in research areas, submission of research descriptions, preproposal explorations, and other written technical inquiries.

PREPARATION INSTRUCTIONS FOR UNSOLICITED PROPOSALS

If after reading the last section, you feel that your item best fits the description of an unsolicited proposal, you must write a formal proposal that can be evaluated by the NSRDEC. There is no required format for an unsolicited proposal; however, any proposal should include the following:

Offeror's name, address and type of organization, e.g., profit, nonprofit, educational, small business.

Names and telephone numbers of technical and business personnel to be contacted for evaluation or negotiation purposes.

Identity of proprietary data to be used only for evaluation purposes.

Names of other Federal, State, local agencies, or parties receiving the proposal or funding the proposed effort.

Date of submission.

Signature of a person authorized to represent and contractually obligate the offeror.

A completed form, "NONDISCLOSURE POLICY STATEMENT" (Form is found at the end of this Unsolicited Proposal Program Section.)

Technical information:

Concise title and abstract (approximately 200 words) of the proposed effort.

A reasonably complete discussion stating the objectives of the effort or activity, the method of approach and extent of effort to be employed, the nature and extent of the anticipated results, and the manner in which the work will help support NSRDEC's mission.

Names and biographical information on the offeror's key personnel who would be involved, including alternates.

Type of support needed from the agency, e.g., facilities, equipment, materials, or personnel resources.

Supporting information including:

Proposed price or total estimated cost for the effort in sufficient detail for meaningful evaluation.

Period of time for which the proposal is valid (a 6 month minimum is suggested).

Type of contract preferred.

Proposed duration of effort.

Brief description of the organization, previous experience in the field, and facilities to be used.

Required statements, if applicable, about organizational conflicts of interest, security clearances and environmental impacts.

LIMITED USE OF DATA

Unsolicited proposals may include proprietary data, which you do not want, disclosed to the public or used by the Government for any purpose other than proposal evaluation. DOD cannot assume responsibility for use of such data unless it is specifically and clearly marked with the following legend on the title page:

USE AND DISCLOSURE OF DATA

The data in this proposal shall not be disclosed outside the government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that if a contract is awarded to the offeror as a result of or in connection with the submission of these data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction. The data subject to this restriction are contained in Sheets_____.

You must also mark each restricted sheet with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the title page of this proposal."

SUBMISSION AND EVALUATION

Unsolicited proposals and other unsolicited offerings may be sent to:

U.S. Army Natick Soldier RD&E Center

ATTN: RDNS-OOS-B, Team Leader

15 General Greene Ave.

Natick, MA 01760

Telephone: 508-233-4184

Email: usarmy.natick.rdecom-nsrdec.mbx.nati-amsrd-nsc-ad-b@mail.mil

Appropriate technical personnel will conduct an evaluation. If the evaluator requests further information, submission will be at your expense and risk and shall create no obligation on the Government. The following are some factors considered by Army technical personnel when evaluating unsolicited proposals:

Unique and innovative approaches or ideas.

Overall scientific, technical, or socio-economic merits of the proposal.

Potential contribution of the effort to NSRDEC's mission.

Your capabilities, related experience, facilities, techniques, or unique combinations of these that are integral factors for achieving the proposed objectives.

The qualifications, capabilities, and experience of your proposed principal investigator, team leader, or key personnel who are critical in achieving the proposed objectives.

Realism of the proposed cost and availability of funds.

CONTRACTING

You must be aware that a favorable comprehensive evaluation of an unsolicited proposal does not, in itself, justify awarding a contract without providing for full and open competition. For example, we must reject your unsolicited proposal if it:

Is available to the Government without restriction from another source.

Closely resembles a pending or existing competitive solicitation.

Is otherwise not sufficiently innovative and unique to justify a sole-source award.

If we reject your proposal, you will be informed of the reason for rejection. We retain a copy of all rejected unsolicited proposals to avoid any future misunderstanding regarding what was submitted.

Unsolicited proposals which are recommended by our technical offices may never be funded due to higher priority requirements.

Please note that only duly appointed contracting officers have authority to contractually bind the Government. All other personnel who receive, handle, or evaluate unsolicited proposals are not authorized to commit the Government.

NONDISCLOSURE POLICY STATEMENT

The U.S. Army has a continuing interest in receiving items for testing or evaluation, which contain new ideas, suggestions, and inventive concepts for weapons, supplies, facilities, devices and equipment. However, Government personnel and contractors are constantly engaged in research and development activities and the substance of your submitted item may already be known to Government employees or contractors, or may even be in the public domain. Therefore, we have found it desirable to insure that persons submitting items for testing or evaluation are aware of the conditions under which the items will be considered by the Army.

You should understand that the receipt and testing or evaluation of your item by the Army does not imply a promise to pay, a recognition of novelty or originality, or any relationship which might require the Government to pay for use of information to which it is otherwise lawfully entitled. However, you may be sure the Army has no intention of using any submission in which you have a recognizable property right without proper compensation.

Due care will be exercised to insure that your proprietary information will not be disclosed to the public for any purpose or used by the Government for any purpose other than testing or evaluation. In order to protect your proprietary information, you are required to place at the top of each page containing proprietary information the following notice: THIS PAGE CONTAINS PROPRIETARY INFORMATION. In the event that oral presentations contain proprietary information, you should identify what information is proprietary and submit the proprietary information in writing.

Your voluntary submissions of proprietary data will be handled in accordance with established Government procedures for safeguarding such information against unauthorized disclosure. Government employees are subject to 18 U.S.C. § 1905 sanctions for unauthorized disclosures. In addition, proprietary data forming a part of or constituting the submitted items will not be disclosed outside the Government or be duplicated, used or disclosed in whole or in part by the Government, except for record purposes, testing or evaluation. This restriction does not limit the Government's right to use information, if it is obtained from another source or is in the public domain. Liability by reason of unauthorized disclosure of the information by the Government will under no circumstances extend beyond the actual damage to the submitter caused by the acts of the Government and cognizable in law. Furthermore, the Government accepts no liability for failure to safeguard information, unless the information consists of a patentable invention, copyrighted material, or data constituting a trade secret and is conspicuously marked as such.

No contract awards are contemplated at this time as a result of the testing or evaluation of the submitted item. However, in the event that a future contract is awarded pertaining to the subject matter of the submitted item, the provisions of that contract will supersede this policy statement and will govern the rights of the parties.

THE UNDERSIGNED AGREES TO HAVE THE ITEM SUBMITTED FOR TESTING OR EVALUATION TREATED IN ACCORDANCE WITH THIS POLICY STATEMENT.

Company/Organization Name: _____

Address: _____

Telephone Number: _____

Signature/Title: _____ Date: _____

Item Submitted: _____

GOVERNMENT SOLICITATIONS AND OPPORTUNITIES

The last section of this guidebook explained unsolicited proposals. There is no specific funding associated with unsolicited proposals or offerings. The following is a list of alternate programs, which can help you initiate work with the NSRDEC. One of these may fit your needs more appropriately than an unsolicited proposal.

CONTRACT

A Contract is a legally binding agreement between the United States Government and a private party whereby the seller furnishes supplies and services and the buyer provides consideration. Government Contract Law is governed by the Federal Acquisition Regulation (FAR) and other implementing policies. Contracts include all types of commitments that require the Government to disperse appropriated funds, and that, unless otherwise indicated, are in writing.

Program contact: 508-233-4112

GRANT

A Grant is an agreement between the Federal Government and private organizations or state and local government whereby funds, property or services are provided, usually for research and development initiatives. Typically, there is no substantial involvement between the Federal Government and the recipient. Grants are not subject to FAR regulations.

Program contact: 508-233-4112

TECHNOLOGY INVESTMENT AGREEMENT (TIA)

A Technology Investment Agreement (TIA) is used when a Grant, or Contract is not feasible or appropriate and is a form of either a Cooperative Agreement or Other Transaction.

They must not be duplicative of other DoD research.

Government funds provided do not exceed cost share of other parties.

They are an opportunity to develop innovative approaches to carry out basic, applied and advanced research.

Program contact: 508-233-4112

COOPERATIVE AGREEMENT (CA)

A Cooperative Agreement (CA) is another legal tool used to transfer funds, property or services to a recipient. CA's differ from grants in that substantial involvement is expected between the Government and the recipient. Parties entering into a CA have increased freedom to structure the terms and conditions of the agreement. As such, CA's are not subject to FAR regulations.

Program contact: 508-233-4112

OTHER TRANSACTION (OT)

Other Transaction (OT) is an additional procurement mechanism when the above methods are not applicable. OT is specifically designed to encourage non-traditional defense contractors to participate in government business. Typically, this tool has been used for advanced research projects and prototypes. As with other non-traditional contracting methods, the FAR does not apply. Substantial involvement is expected between the Government and the recipient.

Program contact: 508-233-4112

BROAD AGENCY ANNOUNCEMENT (BAA)

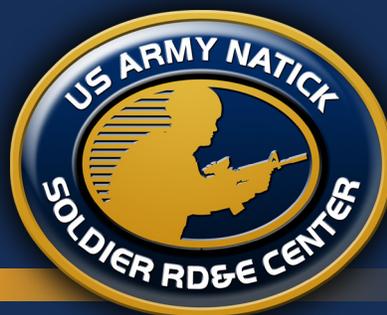
The Broad Agency Announcement (BAA) is an open solicitation for proposals in the areas of research interest and technical excellence. It is funded to fulfill requirements for scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge and understanding as a means of eliminating current technology barriers. The BAA does not focus on specific systems or hardware solutions. The BAA is revised every 5 years to reflect Natick's R&D requirements. The solicitation is divided into several topic groups, e.g., clothing and food service. Each topic area describes technologies and products that are of interest to the NSRDEC and gives a point of contact for that area. Detailed instructions on submitting a proposal are included in the official BAA. The BAA will fund programs, which meet NSRDEC R&D needs and show sufficient technical promise. The current BAA is available online at: <http://www3.natick.army.mil/nsrdec-broad-agency-announcement.aspx>. If you are unable to access the BAA online, a hard copy can be obtained by calling 508-233-4367, or by writing to:

U.S. Army Natick Soldier Systems Center
Army Contracting Command
Natick Contracting Division
10 General Greene Ave.
Natick, MA 01760

SMALL BUSINESS INNOVATION RESEARCH (SBIR)

The Army Small Business Innovation Research (SBIR) program funds early-stage R&D at small technology companies and is designed to: stimulate technological innovation; increase private sector commercialization of federal R&D; increase small business participation in federally funded R&D; and foster participation by minority and disadvantaged firms in technological innovation. Each Army and Department of Defense R&D organization includes topics in the SBIR solicitation requesting proposals, which will be evaluated for possible funding. The Army SBIR pre-solicitation is announced through the Defense Technical Information Center, and is announced in the Federal Business Opportunities list at <https://www.fbo.gov>. This solicitation covers not only the NSRDEC, but also the entire Army. The SBIR solicitation can be found online at <http://www.acq.osd.mil/osbp/sbir>.

Program contact: 508-233-5372



THE SCIENCE BEHIND THE WARRIOR: YESTERDAY, TODAY AND TOMORROW.

US ARMY NATICK SOLDIER RESEARCH, DEVELOPMENT & ENGINEERING CENTER

15 General Greene Avenue, Natick, MA 01760

BUSINESS INQUIRIES:

(508) 233-4184

MEDIA INQUIRIES:

(508) 233-6938

ON THE WEB:

nsrdec.natick.army.mil