

Cooperative Research and Development Agreement (CRADA) Handbook



**National Geospatial Intelligence Agency
Industry Outreach Division (NGA IDO)**

October 2009



Welcome to the National Geospatial-Intelligence Agency's (NGA) Cooperative Research and Development Agreement (CRADA) Program. The purpose of this CRADA handbook is to provide general information to potential commercial or academic partners pursuing a CRADA effort with NGA. The handbook consists of four parts:

- General CRADA Information
- NGA CRADA Inquiry Form (to be filled out with your concept and returned to NGA)
- CRADA Basic Agreement
- CRADA Research Plan Template (to be used in constructing your Research Plan)

The NGA CRADA team manages the programmatic operations for NGA CRADAs. They are available to provide support for different issues regarding NGA CRADA programs. Below are some links that should provide you some basic information about NGA and the CRADA program.

- NGA's homepage:
www.nga.mil
- This link discusses what we do:
<http://www1.nga.mil/About/WhatWeDo/Pages/default.aspx>
- Our strategic plan:
<http://www1.nga.mil/About/WhatWeDo/StrategicPlan/Pages/default.aspx>
- Our strategic intent:
http://www.nga.mil/NGASiteContent/StaticFiles/OCR/nsg_strategic_intent.pdf
- Information about working with NGA:
<https://www1.nga.mil/ABOUT/WORKINGWITHUS/Pages/default.aspx>
- The "Pathfinder" - NGA's monthly periodical describing our activities around the agency.
http://goldweb.nga.mil/ocr/public_affairs/pathfinder/
- The NGA CRADA Page. Here you will find information about our program including the CRADA handbook, program guidance and current research partners. You will also find copies of our brochures and factsheets. www.nga.mil/crada

We also have a CRADA direct email and phone number which you can use to forward your questions or consult with a NGA CRADA team member. You can reach us at crada@nga.mil. Thank you for your interest in the NGA CRADA program, and please contact the CRADA team with any questions.

CRADAs and NGA

1.0 Introduction

1.1 Background

The National Geospatial-Intelligence Agency (NGA) is a Department of Defense combat support agency and a member of the national Intelligence Community (IC). NGA develops imagery and map-based intelligence solutions for U.S. national defense, homeland security and safety of navigation. It was formed in 1996, originally named the National Imagery and Mapping Agency, to centralize responsibility for imagery and mapping, representing a fundamental step toward achieving dominant battle space awareness.

NGA provides timely, relevant and accurate geospatial intelligence in support of national security objectives. The term "geospatial intelligence" (GEOINT) means the exploitation and analysis of imagery and geospatial information to describe, assess and visually depict physical features and geographically referenced activities on the Earth. Geospatial intelligence consists of imagery, imagery intelligence and geospatial (e.g., mapping, charting and geodesy) information.

Information collected and processed by NGA is tailored for customer-specific solutions. By giving customers ready access to GEOINT, NGA provides support to civilian and military leaders and contributes to the state of readiness of U.S. military forces. NGA also contributes to humanitarian efforts, such as tracking floods and disaster support, and to peacekeeping operations.

Leveraging commercial technology through industry partnerships is a critical component of the NGA investment strategy and business plan. Establishing strategic partnerships with industry to collaborate on technology development, support commercialization, and enable technology insertion into NGA systems, operations, and customer environments is the purpose of NGA technology transfer programs. The CRADA is one type of technology transfer and is the focus of this handbook.

1.2 Technology Transfer in NGA

Technology transfer is the process by which existing knowledge, facilities, or capabilities are exchanged across organizations in order to evolve scientific and technological capabilities and expand their application into additional products and services. Examples include:

- Transfer of technology primarily for non-government applications
- Secondary applications of technology
- Mission-related technology transfer between government activities
- Ad hoc technical assistance
- Collaborative research and development between government and non-government technical activities and user communities

Product acquisition, if it happens, may occur before, during or after the CRADA agreement window, but ***there is no guarantee, direct or implied that a CRADA with NGA will lead to a NGA-funded contract or acquisition.***

Consistent with national security objectives, the Department of Defense (DoD) technology transfer program supports a strong industrial base that may be utilized to supply DoD needs. The objective of the CRADA program is to make the best possible use of national scientific and technical capabilities that

could enhance the industrial competitiveness of the United States and increase the effectiveness of the DoD forces and systems. In implementing CRADA authority NGA seeks to advance the national security mission. The office within NGA that manages cooperative research and development resides within the InnoVision Directorate, Office of Advanced Development, Industry Outreach Division (NGA/IDO).

2.0 NGA CRADA Information

2.1 CRADA Infrastructure

2.1.1 Definition: The CRADA is the primary contractual mechanism used in NGA for technology transfer. It is a written agreement between a government agency and a non-federal entity in which research and development knowledge, facilities, resources, and/or capabilities are used in cooperation to the mutual benefit of both private and government sectors. *By law, NGA is not permitted to contribute funds to the industry partner in support of the CRADA.*

NGA uses CRADAs to transfer NGA technology, information, processes and expertise to the private sector, and to exploit commercial technology to advance NGA's vision and enhance NGA's operations. Particular emphasis is placed on R&D initiatives consistent with the National System for Geospatial Intelligence (NSG) technical reference model and associated standards in the NSG technical architecture.

A CRADA is flexible agreement. Both parties enter into the agreement with the intention to complete the tasks defined. However, if either party finds the tasks impossible to complete because of technical difficulties or diminished resources, discovers the tasks cannot be completed per expectation, or that there is no longer the interest in the technology transfer, the agreement can be amended or cancelled.

2.1.2 Authority: The Federal Technology Transfer Act of 1986 authorizes the establishment of a CRADA to transfer knowledge, facilities, and capabilities from government research laboratories to the private sector. The US industrial complex can benefit from the wealth of intellectual property generated within US federal agencies and laboratories. NGA uses the public law as a foundation for the partnerships, establishing the ground-rules that will be used by the industry partner and NGA during the execution of the CRADA.

Authority for committing the US government to a partnership with industry has been delegated to the Department and Agency level and the director of the Department or Agency may delegate signature authority to the director of a federal laboratory. In NGA, the InnoVision Director holds CRADA signature authority.

2.1.3 Teams: The CRADA is only as productive as the teams that support it. The NGA portion of the team consists of a program manager (PM) from the NGA/IDO CRADA Program, an attorney from the Office of General Counsel (OGC), the Principal Investigator (PI) who serves as a technical point of contact (POC), and a security office POC. As required, a procurement office POC, commercial office POC, and/or technical consultants may be added. The industry partner portion of the team consists of a corporate POC, a Principal Investigator, and a technical POC. As required, other team members may be added.

The NGA/IDO CRADA PM provides the expertise and guidance regarding the use and application of the CRADA to specific industry relationships and collaborative technology developments. The PM also serves as a focal point to bring together potential industry partners with NGA offices for the purpose of conducting collaborative R&D, the commercialization of technology, and insertion of commercial technology into NGA systems and operations.

NGA/IDO is also responsible for the programmatic, management, and administrative support to enable and sustain the CRADA process. This responsibility includes completing documentation and coordinating the execution, assisting with the technology transfer, monitoring activities and progress, maintaining regular contact with the PI and industry partners and reporting accomplishments to NGA.

The NGA Office of the General Counsel (OGC) works with the team and the industry partner to build the legal foundation for the CRADA. OGC provides the CRADA team with legal guidance in the development of the CRADA Research Plan. In addition, OGC preserves NGA's interests and ensures the law is properly applied to each relationship, provides guidance regarding any quid-pro-quo offered by an industry partner, and supports the NGA team during the intellectual property rights negotiation process.

The NGA Principal Investigator (PI)/technical POC is responsible for developing the Research Plan with the industry partner and for technical oversight/guidance during the execution of the CRADA. In addition, the PI provides inputs for reports as required, including metrics for semi-annual status reviews. The PI is typically a senior level technical or operational expert in the technology or research area under consideration. The PI has an important leadership role in the CRADA process and both NGA and the industry partner must have a PI representing them. The NGA PI must be a government employee.

The government and industry partner technical points of contact are responsible for input into the development of the Research Plan (with the two PIs) and day-to-day interaction during the execution of the CRADA.

The NGA security point of contact is responsible for the development of the security requirements and provisions required in support of the CRADA, based on the Research Plan and discussion with the CRADA team. The security lead prepares the DD-254 and attachments as enclosures to the CRADA.

2.2 Potential CRADA Benefits

The most effective CRADA partnerships with NGA are mutually beneficial to both the research partner/collaborator and NGA. Below is a list of general benefits of entering into a CRADA with NGA. This list is not all inclusive.

2.2.1 Benefits to Both Partners

- Opportunity to apply additional resources against a technical problem
- Expanded technology base
- Established operational transition paths
- Protected sensitive information

2.2.2 Benefits to the Research Partner/Collaborator

- Direct insight into NGA data, data standards, and processes
- Opportunity to work with technical experts using advanced tools and technologies in a production environment
- Opportunity to expand geospatial capabilities
- Protection of trade secrets

2.2.3 Benefits for NGA

- Hands-on access to leading edge commercial off-the-shelf (COTS) tools and technologies
- Opportunity to incorporate requirements into COTS products and services

2.3 CRADA Partnership

There are several ways to build a partnership leading to a CRADA. Either party can solicit interaction at any time. Prospective CRADA industry partners are directed to the NGA web site for instructions, policy, and contact information for the CRADA program manager.

- **The Broad Area Announcement (BAA):** NGA may issue a BAA in the Commerce Business Daily and/or other advertisement. The BAA is used to address a wide audience to solicit collaborative industry partners. The response will provide a list of interested parties to consider. The BAA states the desired technology, relationship, and result.
- **One on One (NGA to Industry):** In this approach, NGA has a technology and partner in mind. NGA, through the CRADA Program manager, discusses the potential for a partnership agreement with the potential partner.
- **One on One (Industry to NGA):** In this approach, a potential industry partner contacts the NGA with the idea for collaboration on a technology or help with commercialization of a technology. NGA determines any potential benefit to NGA and determines whether or not to proceed. Visit the NGA CRADA web page to learn about submitting a request for a CRADA.

Various organizations may enter into a technology transfer partnership. According to public law, “units of State or local government; industrial organizations (including corporations, partnerships, and limited partnerships, and industrial development organizations); public and private foundations; nonprofit organizations (including universities); or persons (including licensees of inventions owned by the Federal agency)” may enter into CRADAs with NGA.

2.4 CRADA Priorities

The NGA CRADA team uses CRADAs to support the NSG Research and Development (R&D) Roadmap. The Roadmap identifies the R&D needed to achieve the NSG vision presented in the NGA InnoVision Strategic Plan and provides senior management a tool to strategically manage the content and direction of the NGA R&D program. The InnoVision Strategic Plan describes six specific Research Portfolio areas to concentrate research and development areas.

- **Exploration of New Phenomenology** to exploit the full potential of new national, commercial, airborne, and ground technologies and transition their applications to the NSG to address enduring hard problems for the Intelligence Community and the Military.
- **Geospatial-Intelligence Analytics** will enable analysts to quickly process voluminous and heterogeneous data inputs to determine their significance, extract relevant information, and discover subtle patterns that may be critical to solving pressing intelligence problems.
- **Multi-Source and Multi-INT Fusion** from multiple sensors, sources, and intelligence disciplines can dramatically improve the ability to detect, locate, and track objects and provide fusion-based solutions to hard problems in a net-centric environment.
- **Integrated Problem-Driven Collection** aims to perform the necessary research, modeling, and simulation to answer tough collection questions.
- **Automated Image and Geospatial Data Understanding** helps develop new approaches to automated or assisted understanding of imagery and geospatial data that can provide orders-of-magnitude improvements in collection and data management parameters.

- **GEOINT Enablers** are the critical foundation for the first five research and technology priorities. It includes IT monitoring and leveraging user laboratories and infrastructure, verification & validation activities, tech insertion and transition activities, and web services development.

Although our six priorities represent the major focus of NGA research and work, NGA will research other relevant areas to improve and advance GEOINT.

2.5 CRADA Process

The steps in developing a CRADA with NGA are simple. The first step is contacting the NGA/IDO CRADA Team with your statement of a research area of interest and/or a specific project idea and the name and contact information of your potential Principal Investigator (PI) within NGA if known. At that point, a NGA CRADA team member will work with the NGA PI and research partner to develop the agreement and staff it through the appropriate channels. If a NGA PI has not been identified, then the NGA CRADA team member will work to identify one. The NGA CRADA is composed of two parts: the **Basic Agreement** and the **Research Plan**. The Basic Agreement provides a wide variety of protections and rights to both the government and the company, particularly in the areas of confidentiality and intellectual property. The Research Plan provides the unique attributes of the individual effort and defines goals, a period of performance, points of contact, statement of work, tasks, schedules, resources, insertion strategy, etc.

Each CRADA has a NGA PI who is responsible for securing his/her management's approval to pursue a CRADA, developing the Research Plan with the CRADA research partner, and for technical oversight, guidance and participation during the CRADA execution. Note that CRADAs may also involve multiple PI's who support multiple research objectives, aligned within one specific CRADA. Each potential NGA CRADA must have an NGA assigned PI to work with the CRADA team and the potential CRADA partner through the life of the CRADA.

Once his/her management has approved participation in a CRADA, the NGA PI will do three things. First, notify the NGA/IDO CRADA Team via email with the name and date of management concurrence and the name, email and phone number of the potential CRADA collaborator. Second, fill out the NGA CRADA Inquiry Form to broadly define the desired CRADA research and development effort and forward it to the NGA/IDO CRADA Team for review. Finally, the NGA PI will formulate the research and development efforts with the collaborator's PI and document the results in the Research Plan. This plan should consist of:

- Benefits to each party
- Tasks to be conducted
- Security requirements and provisions required
- Policy provisions regarding the release of NGA imagery and geospatial data required
- Identification of the resources/facilities required
- Insertion points for CRADA development

Both the NGA and the industry partner PIs should work in concert with the NGA CRADA team member, adding to and refining the Research Plan until they develop a good draft. The PIs must ensure the work is research and development, not procurement. It should have a clear title and concise objective. The PIs are encouraged to spend time thinking about the contributions and benefits to NGA and the potential collaborator, and then document those using non-technical narratives. The PIs must develop tasks, and should think of them as mini-project plans (or tasks) that support the objectives and desired outcomes.

The tasks must be documented at a high level in terms of who does what, when and how long it will take to complete each task. The tasks should be defined as independent or interrelated. All tasks should be considered and a reasonable time frame should be established to complete the efforts. This estimate should be included in the Research Plan's Period of Performance section.

The identification and commitment of NGA and industry partner resources is critical to the success of the CRADA. Each partner must identify the resources that will be committed to the Research Plan. For NGA personnel this means the identification of the personnel, equipment, and facility resources required to execute the CRADA and obtaining a commitment for the resources consistent with the tasks and schedules. Note that the Staff Summary Sheet partnership and the development of a Research Plan will state "The resources are available within NGA to execute the CRADA."

It is basic to the CRADA that the partnership be beneficial to both Parties. Therefore, it is incumbent upon the NGA CRADA team to ensure that the benefits to NGA are consistent with the resources, expertise, and data provided for the execution of the CRADA. Return on investment can be equated in dollars to include royalties and licenses, technology transferred, operational capability achieved, and/or other metric used to determine the return on investment. The PIs must identify insertion points of CRADA developments into NGA and report resultant benefits and lessons learned.

The PIs will work with the NGA CRADA team member to develop metrics that are both specific to the individual CRADA and common across all NGA CRADAs. The CRADA program office metrics will help determine the scope and impact of the CRADA work being conducted. All metrics will be used to report accomplishments, justify level of effort involved in running the CRADA program, and identify areas where more resources should be applied to benefit NGA.

Once the draft Research Plan has reached a substantial level of maturity, NGA/IDO will forward it to the NGA/OGC (legal) for review. Upon OGC approval, NGA/IDO will finalize the Research Plan and the Basic Agreement, obtain necessary security documents (such as DD254), coordinate all necessary NGA reviews, coordinate with the CRADA partner on reviews, and prepare the documents for signature. For NGA internal coordination, the completed package consists of a Staff Summary Sheet and the CRADA document, including the Research Plan, any additions to the CRADA basic document, and the required security documents. NGA coordination of the package must include OGC, Office of Security (SIS), and InnoVision Advanced Development Office (ID) and may include other offices as necessary. Two CRADA originals are signed by the InnoVision Director for NGA, and then mailed to the CRADA collaborator for signature. Once all documents are signed, work may begin on the CRADA tasks.

Feedback on CRADA tasks is critical to the success of any CRADA and ongoing communication by both the government and industry partner at both the management and technical level needs to be instituted. At the management level, this communication will take place in regular technical exchange meetings (TEMs) as identified in the CRADA documentation and through ongoing communication between all parties. At the technical level, the NGA industry partner is usually interested in feedback from NGA staff and users on their technology and capability needs (e.g., types of data formats for software applications to handle or new capabilities) while NGA staff are interested in early notification of new capabilities in order to plan/react to those implications (e.g., training needs, software integration with legacy systems). The CRADA program office will work with the PIs to set up TEMs to focus attention on this type of information.

Another critical success factor is technology transfer and transition. Both parties of the CRADA are benefitted by getting new capabilities incorporated into commercial products that can then be used by NGA and the wider GEOINT, geospatial, and remote sensing communities. There are multiple ways to

affect this transfer/transition of technologies including patents/licensing, hand-offs of government-developed software for inclusion in commercial products, and/or negotiating with other vendors or primes for inclusion of the capability. Additionally, some technologies may need more development work, user and case studies, or other activities to advance the Technology Transition Level (TTL) of the technology. The NGA CRADA program office will work with the PI/ technical POC and industry to identify and enable potential transfer and technology opportunities. Our goal is to ensure that the technology is included in NGA implementation plans to enhance NGA's mission and contribute to ensuring US national security.

Finally, when the CRADA period of performance is due to expire, the Agreement can be extended and the Research Plan amended if needed, or, the CRADA can be terminated, requiring a final report by the industry partner (Basic Agreement section 3.2 Reviews and Reports).

National Geospatial-Intelligence Agency
Cooperative Research and Development Agreement (CRADA) Inquiry
(to be filled out and forwarded to the NGA/IDO CRADA Team)

Organizations interested in developing a CRADA with NGA are requested to submit the following information to crada@nga.mil.

- Organization's name and address.
 - **Company X**
 - **100 Innovation Blvd.**
 - **Springfield, Virginia 22153**
- Organization's Principal Investigator (name, phone(s), email).
 - **Name: John Smith**
 - **Phone: 703-234-5678 (office)**
 - **Email: John.Smith@CompanyX.com**
- NGA Principal Investigator (name, phone, email), if known, otherwise can be added later.
 - **Name: Nancy Jones**
 - **Phone: 703-735-1234**
 - **Email: Nancy.A.Jones@nga.mil**
- NGA individuals you have spoken to in reference to your technology and/or potential NGA CRADA.
 - **Nancy Jones**
 - **InnoVision director**
 - **Etc.**
- 1-2 paragraphs (or bullets) describing the desired CRADA research and development effort. Include the desired CRADA tasks and the benefits each collaborator (Company X and NGA) would gain.

Basic Agreement

Note: Any additions to this document will be negotiated between NGA/OGC and the industry partner's legal representative.

Cooperative Research and Development Agreement (CRADA) SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

For the
National Geospatial-Intelligence Agency:

For the
Collaborator Company:

Name of NGA Executive
Director
InnoVision Directorate
National Geospatial-Intelligence Agency

Name of Collaborator Executive
Title

Date _____

Date _____

Mailing Address Notices:
NGA:
CRADA Program Manager
National Geospatial-Intelligence Agency
NGA/IDO MS P-128
12310 Sunrise Valley Drive
Reston, VA 20191

Collaborator:
Corporate POC Name and Address

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT WITH THE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY

Article 1: INTRODUCTION

This Cooperative Research and Development Agreement (CRADA) between the National Geospatial-Intelligence Agency (NGA) and [Company Name] (hereafter “the Collaborator”) will be effective when signed by all Parties. The research and development project(s) which will be undertaken by each of the Parties in the course of this CRADA are detailed in the Research Plan which is attached as Enclosure 1.

Article 2: DEFINITIONS

As used in this CRADA, the following terms shall have the indicated meanings:

2.1 “Cooperative Research and Development Agreement” or “CRADA” means this Agreement, entered into by NGA pursuant to 15 U.S.C. Section 3710a.

2.2 “Made” in relation to any invention, means the conception or first actual reduction to practice of such invention.

2.3 “Principal Investigator” or “PI” means the person designated respectively by each Party to this CRADA who will be responsible for the scientific and technical conduct of the Research Plan.

2.4 “Project Team” means all personnel assigned by the Collaborator and NGA to work on the Research Plan designated in this Agreement; “Project Team” includes but is not limited to the Collaborator’s employees and contractors and NGA’s employees and contractors.

2.5 “Proprietary Information” means confidential scientific, business, government or financial information, which may embody trade secrets provided such information:

2.5.1 Is not generally known or available from other sources without obligations concerning its confidentiality;

2.5.2 Has not been made available by the owners to others without obligation concerning its confidentiality;

2.5.3 Is not already available to the receiving Party without obligation concerning its confidentiality;

2.5.4 Has not been developed independently by persons who had no access to the Proprietary Information; or

2.5.5 May lawfully be withheld from disclosure under the Freedom of Information Act, 5 U.S.C. 552.

2.6 “Research Products” means all tangible materials other than subject data first produced in the performance of this CRADA.

2.7 “Subject Data” means all recorded information first produced in the performance of this Agreement.

2.8 “Subject invention” means any invention made in the performance of research under this CRADA. Invention means any discovery which is or may be patentable under Title 35 U.S.C.

2.9 “Joint Subject Invention” means any invention or discovery, whether or not patentable, conceived or first actually reduced to practice in the course of, or under this Agreement. This applies to joint inventions/discoveries by NGA employees and the Collaborator employees, or if applicable, joint inventions/discoveries by the parties to this Agreement and NGA contractor employees performing services in support of this Agreement

2.10 “Protected Information” means information developed by the Government or under an agreement or contract with the Government and that the Government has restricted access to based on a need to protect sources and methods or other Government interests.

2.11 "Computer software" or "software" means computer programs, source code, source code listings, object code listings, designs, details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

2.12 “Government purpose” means any activity in which the Government is a Party, including cooperative agreements with international or multinational defense organizations, or sales or transfers by the Government to foreign governments or international organizations, and competitive procurements. Government purpose does not include use for commercial purposes.

Article 3: COOPERATIVE RESEARCH

3.1 Statement of Work and Changes: The Statement of Work (SOW) is the portion of the Research Plan which enumerates the research tasks. The research under this CRADA shall be performed on a reasonable efforts basis. The agreement can be amended at any time with mutual consent of the Parties. The agreement can be cancelled at any time by either of the Parties, in accordance with Article 9.1.

3.2 Reviews and Reports: Quarterly reviews organized by the Innovision CRADA lead in coordination with both the NGA PI and Collaborator Corporate POC shall be held by NGA and the Collaborator to review work progress. After this CRADA becomes active and in effect, following signature and a kick-off meeting, Parties shall exchange formal written interim progress reports on a schedule agreed quarterly between the PI and Collaborator these reports will be presented at the scheduled quarterly reviews. Reports should be addressed in the Research Plan and be an integral part of the schedule. Reports shall set forth the technical progress made, identify such problems as may have been encountered, identify any intellectual property developed as well as what property may be developed, and establish goals and objectives requiring further effort. The Parties shall exchange final reports of their results within one month after completing the project(s) described in the Research Plan or after termination of this CRADA, whichever is earlier.

3.3 Principal Investigators/Project Team: NGA shall be the supervising federal agency, both administratively and scientifically, for this CRADA. The NGA PI is responsible for the scientific and technical conduct of this project on behalf of NGA. The Collaborator PI is responsible for the scientific and technical conduct of this project on behalf of the Collaborator. The Collaborator shall designate the project team in the Research Plan. Each Collaborator team member who participates in this CRADA shall avoid personal conflicts of interest. While at NGA, the project team shall pursue their activities on the work schedule and under the government security and conduct regulations that apply to NGA employees. Members of one Party’s team, selected to work at the other Party’s facility, will be subject to acceptance by the host Party; such acceptance shall not be unreasonably withheld.

3.4 Eligibility for Participation in this Agreement: Collaborator certifies the correctness of the eligibility information contained in section 2 of the Research Plan. Collaborator agrees to notify NGA

within 30 days should it become subject to the control of a foreign company or government at any time during this Agreement, or if any other similar change occurs relevant to the Research Plan.

Article 4: FINANCIAL OBLIGATIONS

The Research Plan lists NGA's and Collaborator's respective contributions to the CRADA. Unless otherwise agreed, each Party shall each be responsible for funding its own research throughout this Agreement, including laboratory facilities, salaries, overhead and indirect costs, etc. Each Party may determine the amount of resources, personnel, materials or funds it will devote to the work under this Agreement. If the Collaborator's contributions listed in the Research Plan include funds or if the Parties agree to modify the Agreement to include Collaborator's funds, the Collaborator shall establish a fund at NGA from which expenses may be drawn. Use of funds shall require the approval of both the Collaborator PI and the NGA PI. Funds may be used for purchase of goods and services needed to carry out the Research Plan or to reimburse NGA for the cost of NGA provided goods or services. Upon termination of the Agreement, NGA shall return excess monies to the Collaborator when the final report pursuant to Article 3.2 is completed.

Article 5: TITLE TO EQUIPMENT

Unless otherwise agreed, the equipment purchased by NGA with funds provided under this CRADA by the Collaborator shall be the property of NGA. All equipment provided under this CRADA by a Party remains the property of that Party unless the Parties agree in writing on some other disposition. Each receiving Party agrees to assume full responsibility for maintenance of loaned equipment and instruments. Unless otherwise agreed, equipment will be returned to the lending Party at the receiving Party's expense and risk as soon as practicable after termination of this Agreement. The lending Party agrees to hold the receiving Party free from liability for any loss thereof or damage to such equipment.

Article 6: PROPRIETARY AND PROTECTED INFORMATION

6.1 Exchange of Data: The Parties agree to exchange all subject data produced in the course of the performance of this Agreement. Use or dissemination of subject data must be consistent with the terms and conditions in this Agreement or pursuant to a separate written agreement between the Parties.

6.2 Protection: Each Party agrees to limit its disclosure of proprietary or protected information to the other to the amount necessary to carry out the Research Plan of this CRADA. Each Party shall place a proprietary information notice on information it delivers to the other Party under this Agreement, which the disclosing Party asserts is proprietary. Each Party agrees that any information designated proprietary shall be used only for the purposes described in the Research Plan. A receiving Party may object to the designation of information as proprietary information and may decline to accept such information. To the extent permitted by law, including the Freedom of Information Act (5 U.S.C. 552), proprietary information and protected information, so designated, shall not be disclosed or otherwise made available in any form whatsoever to any other person, firm, corporation, partnership, association or other entity without the written consent of the disclosing Party. Each Party agrees to use reasonable efforts to maintain the confidentiality of proprietary information and protected information. A receiving Party will promptly notify the disclosing Party of requests for proprietary or protected information. The disclosing Party agrees that the receiving Party is not liable for the disclosure of information designated as proprietary which, after notice to and consultation with the disclosing Party, the receiving Party determines may not lawfully be withheld or which a court of competent jurisdiction requires disclosure.

6.3 Collaborating Party Background Information: The Collaborating Party shall place a proprietary legend on all proprietary information that it furnishes to NGA employees or contractors under this

Agreement which was produced or obtained prior to this Agreement. The legend shall prominently and explicitly identify which material is proprietary and which material is not proprietary. Information marked as proprietary and furnished by the Collaborating Party to NGA employees or contractors during this Agreement, or in contemplation of this Agreement, shall be used only for the purpose of carrying out this Agreement and for Government administrative and oversight purposes.

6.4 NGA Protected information or Information Derived from Protected Information: NGA shall place a nondisclosure or limited dissemination legend on all protected information furnished to the Collaborating Party under this Agreement. New protected information can arise during the performance of the Agreement if the new information is derived from NGA information. Any such marked protected information furnished by NGA to the Collaborating Party under this Agreement, or in contemplation of this Agreement, shall be used by the Collaborating Party only for the purpose of carrying out this Agreement. Such marked protected information, as long as it maintains its protected status, shall not be disclosed or otherwise made available to anyone other than the Collaborating Party without the consent of NGA.

6.5 NGA Contractors supporting the CRADA program: Collaborator acknowledges and agrees to allow disclosure of Collaborator's proprietary information to NGA Contractors for the purposes of carrying out this Agreement. NGA agrees that it has or will ensure that its Contractors are under written obligation not to disclose Collaborator's proprietary information, except as required by law or court order, before Contractor employees have access to Collaborator's proprietary information under this Agreement.

6.6 Release Restrictions: NGA shall have the right to use all subject data for any Governmental purpose, including: (i) publishing the results of research and subject data in technical articles and other documents to the extent NGA determines to be appropriate; and (ii) releasing subject data where release is required by law or court order. Collaborator may use subject data not marked as NGA protected information for its own purposes. The parties agree to confer prior to the publication of subject data to assure that information is properly marked, no proprietary or protected information is released, and to assure that patent rights are not jeopardized. Prior to submitting a manuscript for review which contains the results of the research under this Agreement, or prior to publication if no such review is made, each Party shall be offered ample opportunity to review any proposed manuscript for any purpose and to file patent applications in a timely manner if applicable.

6.7 Limitation on Disclosure: NGA will not provide, nor is the Collaborator authorized to accept, any non-public information that relates to acquisition planning, budgeting, or procurement. Additionally, unauthorized access to non-public procurement related information may result in immediate termination of this Agreement. Any information that is source-selection sensitive, as defined under the Procurement Integrity Act 41 U.S.C. 423, that comes to the attention of the Collaborator through the CRADA process must immediately be reported in writing to the NGA signatory. Although organizational conflict of interest issues may otherwise exist, the above is intended to address issues associated with the Procurement Integrity Act and is not intended to impose any additional organizational conflict of interest restraints on Collaborator's eligibility for future contracts or subcontracts.

6.8 Duration: The obligation to maintain the confidentiality of NGA CRADA produced information (which would be a trade secret that would be treated as privileged or confidential if the information had been obtained from a non-Federal party) may expire at the earlier date of when the information no longer meets the definition of proprietary information as defined in Article 2.5 or five years after the expiration or termination of this CRADA. NGA determines whether and when the NGA CRADA produced information is subject to protection pursuant to 15 USC 3710a(c) (7) (B). Proprietary Information solely originating from the Collaborator shall not be disclosed or otherwise made available in any form to any other person, firm, corporation, partnership, association or other entity without the written consent of the

Collaborator. Nothing in this Article shall be construed to prevent the Government from exercising the license provided for in Article 7.6.

6.9 Software: NGA and the Collaborator agree that neither Collaborator's proprietary software products, nor enhancements to Collaborator's proprietary software products, developed pursuant to this CRADA solely by the Collaborator are "subject data" as defined in section 2. NGA and the Collaborator agree that all software and documentation originated and developed by Collaborator prior to commencement of this CRADA and furnished to NGA by Collaborator in the performance of its obligations under this CRADA, shall retain the ownership existing prior to the Agreement. Collaborator grants to NGA a royalty-free, nonexclusive, irrevocable license to practice or have practiced worldwide by or on behalf of the Government for Government purposes any software code developed by Collaborator under this agreement. If NGA provides any software to the collaborator, NGA will indicate to the Collaborator whether or not the NGA provided information is protected, and whether the software can be integrated in a public version of the Collaborator's software or whether or not the NGA provided software can be integrated into a Government only tool. Further, NGA and the Collaborator agree that any software and documentation originated and developed by NGA and furnished to Collaborator for use under this agreement shall remain the property of NGA. All use of NGA provided GEOINT is addressed in section 12.11.

Article 7: INTELLECTUAL PROPERTY

7.1 Reporting: Each Party shall report in writing to the other Party each subject invention disclosed to it by its employees or project team members within 30 days of said disclosure. Pursuant to 35 U.S.C. 205, such reports shall be maintained as confidential by the Receiving Party until such time as a patent or other intellectual property application claiming that subject invention has been filed.

7.2 Assignment Obligations: Each Party shall ensure that all personnel under their control: (a) report any subject inventions they make to that Party within 30 days, and (b) sign any documents necessary or desirable for the filing and prosecution of patent applications. If any project team member is not the Collaborator's employee, the Collaborator shall require the member to agree in writing to assist the Collaborator in fulfilling all of its patent responsibilities under this CRADA.

7.3 Treatment of Subject Data: NGA and Collaborator shall each have the right to use all subject data as is consistent with their obligations under this Agreement. Subject data produced by employees of either Party or jointly by employees of the Parties may be designated as protected information pursuant to 6.2 and 6.4. Subject data may be designated as protected information pursuant to 15 USC 3710a(c) (7) (B).

7.4 Ownership of Research Products: Except as provided for in Articles 7.6 and 7.7, NGA and the Collaborator agree to exchange samples of all research products. Both Parties shall agree when research products are jointly created and jointly owned property. Research products will be shared equally by the Parties unless the Parties agree in writing to other disposition. Subject to these sharing requirements, the research products created under this CRADA are the jointly owned property of the Parties. The Parties agree to make mutually acceptable arrangements for the disposition of unique or hard-to-replace research products.

7.5 Publication: Before either Party publicly discloses information about a subject invention, subject data, or research project, the other Party shall be provided 45 days to review the proposed publication or disclosure to assure that proprietary information, subject inventions, and/or security concerns are protected. Approval from NGA is required prior to using the NGA name or seal.

7.6 Patenting subject inventions.

7.6.1 Government's Minimum Rights: All assignments made by NGA under Article 7.6 and all licenses granted under Article 8 are subject to the reservation of statutorily required licenses in favor of the United States Government as described in this Article 7.6.1. Pursuant to the Federal Technology Transfer Act of 1986 (15 U.S.C. 3710a(b)(2)), NGA retains a non-exclusive, non-transferable, irrevocable, paid license to practice all NGA and joint subject inventions or have the NGA and joint subject inventions practiced, throughout the world by or on behalf of the Government.

7.6.2 Collaborator Inventions: The Collaborating Party shall retain title to each subject invention made solely by its employees. The Collaborating Party may file patent applications on these subject inventions at its own expense. The Collaborating Party grants to the Government a royalty-free, nonexclusive, irrevocable license to practice or have practiced worldwide by or on behalf of the Government for Government purposes subject inventions covered by any resultant patents. Such nonexclusive license(s) shall be evidenced by a confirmatory license agreement prepared by the Collaborating Party in a form satisfactory to NGA. If the Collaborating Party transfers or releases the rights to employee inventions provided for by this paragraph, such transfer or release shall be subject to the Government purpose license granted to the Government.

7.6.3 NGA Employee Inventions: NGA, on behalf of the U.S. Government, shall retain title to each subject invention made by its employees. If NGA decides not to retain its rights, NGA shall offer to assign its rights to the subject invention to the Collaborator, subject to the reservation of a license in favor of the United States Government as required in Article 7.6.1 above. If Collaborator declines such assignment, the subject invention may be put in the public domain.

7.6.4 Joint Inventions: Collaborator and NGA shall retain joint title to all subject inventions made by Collaborator's employees and NGA employees. If either Party decides not to retain title to its rights to a joint subject invention, the Party will offer to assign its rights to the other Party. If the other Party declines such assignment, the subject invention shall be put in the public domain. If the Collaborator, NGA and a NGA contractor, while performing services to fulfill NGA's obligations under this agreement, make a joint invention, title to the invention shall be held jointly by the Collaborator, NGA, and the contractor.

7.6.5 Filing of Patent Applications: The Party retaining title to a subject invention shall file United States patent applications in a timely manner. The Collaborator shall be responsible for filing United States patent applications for joint subject inventions in a timely manner. The Parties agree to make mutually acceptable arrangements on the filing of joint inventions and foreign patent applications.

7.6.6 Patent Expenses: All of the expenses attendant to the filing of patent applications shall promptly be paid by the Party filing such application. Any post filing and post patent fees shall also be borne by the same Party. If Collaborator exercises its option for an exclusive license under Article 8.1 below, Collaborator shall reimburse NGA for all such patent filing, post filing, and post patent expenses. If Collaborator exercises its option for a non-exclusive license, Collaborator shall reimburse NGA for one-half of all such filing, post filing, and post patent expenses for NGA subject inventions.

7.6.7 Prosecution of Patent Applications: Each Party shall promptly provide the other Party with copies of the application it files on any subject invention along with the power to inspect and make copies of all documents retained in the patent application files. The Parties agree to consult and cooperate with each other in obtaining and maintaining protection for subject inventions.

7.7 March-in Rights: The Parties acknowledge that NGA has march-in rights to any subject invention in accordance with 48 CFR 27.304-1(G). March-in rights are the Government's right to require (after a

substantial administrative and judicial review and appeal process) the licensing of intellectual property that is not being developed or commercialized.

7.8 Works Created by Collaborating Party: Ownership to copyrights for original works of authorship created solely by employees of the Collaborating Party or for hire by the Collaborating Party in the course of performance of work under this Agreement is retained by the Collaborating Party. The Collaborating Party may mark any such works with a copyright notice showing the Collaborating Party as an owner and may have the option to register the copyright at the Collaborating Party's expense. The Collaborating Party grants to the Government a royalty-free, nonexclusive, irrevocable license to use, modify, prepare derivative works, reproduce, distribute, perform, and display worldwide such copyrighted works by or on behalf of the Government for Government purposes. The Collaborator will mark prominently each such copyrighted work with the words: "This work was created in the performance of a Cooperative Research and Development Agreement with the National Geospatial-Intelligence Agency. The Government of the United States has a royalty-free government purpose license to use, duplicate or discloses the work, in whole or in part and in any manner, and to have or permit others to do so, for government purposes."

Article 8: LICENSING

8.1 Option for a Commercialization License: NGA, on behalf of the Government, hereby agrees to grant to the Collaborator an option to negotiate in good faith the terms of a commercialization license to NGA subject inventions and NGA's interest in joint subject inventions. The license will specify the licensed fields of use, geographic territory, markets, term, and royalties. The license will contain a requirement that products manufactured under the license for sale or use in the United States, will be manufactured substantially in the United States. The royalty rates will reflect the relative contributions of the Parties to the invention. Licenses granted under this article are subject to the reservation of patent licenses in favor of the United States Government required in Article 7.6.1 above.

8.2 Exercise of License Option: The option of Article 8.1 must be exercised by written notice mailed within six months after the patent or other intellectual property application is filed. Exercise of this option by the Collaborator initiates a negotiation period that expires six months after the patent application filing date. If NGA has not responded in writing to Collaborator's last proposal within this six month period, the negotiation period shall be extended to expire one month after NGA responds. If no Agreement is concluded in this period or if Collaborator exercises its option for a non-exclusive license, NGA shall be free to license such subject inventions to others.

Article 9: TERMINATION

9.1 Unilateral Termination: The Collaborator and NGA each have the right to terminate this Agreement upon 30 days notice in writing to the other Party. In such event, performance of work under the Agreement shall terminate and neither Party shall have any claim upon, or liability to, the other except as stated in Article 12.11.

9.2 Termination after Change of Control: NGA may terminate this Agreement immediately if direct or indirect control of the Collaborator is transferred to a foreign company or government or, if Collaborator is already controlled by a foreign company or government, if that control is transferred to another foreign company or government.

Article 10: DISPUTES

10.1 Settlement: Any dispute arising under this Agreement which is not disposed of by Agreement of the Parties shall be submitted jointly to the signatories of this Agreement. A joint decision of the

signatories or their designees shall be the disposition of such dispute. If the Parties cannot reach a joint decision, the matter shall be submitted to the NGA Director for InnoVision for resolution. In the event either Party disagrees with the resolution, then the Parties shall jointly agree to do any one of the following: (1) terminate this Agreement or (2) submit the dispute to some mutually agreed form of binding Alternative Disputes Resolution (ADR). Although the Parties may agree to use ADR techniques to resolve disputes, nothing in this Agreement precludes either Party from pursuing resolution of a dispute using other legal review available by law.

10.2 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 NGA signatory.

Article 11: LIABILITY

11.1 Property: The U.S. Government shall not be responsible for damages to any property of the Collaborator provided to NGA, or acquired by NGA, pursuant to this Agreement.

11.2 Indemnification

11.2.1 Collaborator's Employees: Collaborator's project team members are not employees of NGA. The Collaborator shall be responsible for the payment of all claims for the loss of property, personal injury, or death, but only to the extent the claim arises out of any negligent act or omission of its employees in connection with the performance of work under this Agreement.

11.2.2 Collaborator's Use of Research: The Collaborator shall indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind arising out of the use by the Collaborator, or any Party acting on its behalf or under its authorization, of NGA's research and technical developments or out of any use, sale, or other disposition by the collaborator or others acting on its behalf or with its authorization, of products made by the use of NGA's technical developments.

11.3 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 Agreement (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 NGA facilities, acts of government in its sovereign capacity, 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 period of time as is necessary as a result of the force majeure event.

11.4 No Warranty: The Parties make no expressed 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 Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

Article 12: MISCELLANEOUS

12.1 No Benefits: No member of, or delegate to, the United States Congress or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise there from.

12.2 Governing Law: The construction validity, performance, and effect of this Agreement for all purposes shall be governed by the laws of the United States.

12.3 Entire Agreement: This Agreement and its enclosures constitute the entire Agreement between the Parties concerning the subject matter hereof and supersede any prior understanding or written or oral Agreement relative to said matter.

12.4 Headings: Titles and headings of the Sections and Subsections of this Agreement are for the convenience of references only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

12.5 Amendments: If either Party desires to modify this Agreement, the Parties shall confer in good faith to determine the desirability of such modification. Such modification shall become effective upon execution of a written amendment by the Parties hereto.

12.6 Assignment: Neither this Agreement nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party except that the Collaborator may assign this Agreement to the successors or assignees of a substantial portion of the Collaborator's business interest to which this Agreement directly pertains.

12.7 Notices: All notices required by this Agreement shall be in writing and shall be directed to the signatory(s).

12.8 Independent Contractors: The relationship of the Parties to this Agreement is that of independent contractors and not as agents of each other or as joint ventures or partners. Each Party shall maintain sole and exclusive control over its personnel and operations.

12.9 The Use of Name or Endorsements: Neither Party shall use the name of the other Party on any advertisement, product, or service which is directly or indirectly related to either this Agreement or any patent license or assignment Agreement which implements this Agreement without the prior approval of the other Party. By entering into this Agreement, 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 Agreement is an endorsement by the other Party of any such product or service. Notwithstanding the foregoing, either Party may publicly announce the existence of this CRADA, the names of the Parties, and the title of the project.

12.10 Duration of the Agreement: This Agreement will become effective as of the date of the last signature and will terminate on the date provided in Section 4 of Enclosure 1 unless extended by amendment as provided in Article 12.5 or otherwise terminated under Article 9.1 of this agreement.

12.11 Treatment of Government Furnished Mapping, Charting and Geodetic (MC&G) Property: Mapping and charting property includes, but is not limited to, gravimetric, aeronautical, topographic, hydrographic, cultural and toponymic data presented in the form of topographic, planimetric relief or thematic maps and graphics and nautical and aeronautical charts and publications in simulated, photographic, digital, or computerized formats. Geodetic property includes, but is not limited to, geodetic and geomagnetic data, imagery derived products, and geospatial information. The Collaborator shall not duplicate, copy, or otherwise reproduce MC&G property for purposes other than that necessary for the performance of the CRADA. Government-furnished property is for internal Collaborator use only in relation to efforts on this CRADA. At the completion of the contract, the Collaborator must return all Government MC&G property used in the performance of the CRADA as well as MC&G derived from Government property. The Collaborator may request from the NGA the right to retain possession of non-

limited distribution MC&G property, at which time NGA will make a release determination of the particular property at issue. Government-furnished property that has been marked or determined to be Limited Distribution (LIMDIS) in accordance with 10 USC 455 and 48 CFR 252.245-7000 may not be retained by the Collaborator. Removal of the Limited Distribution (LIMDIS) marking is prohibited.

12.12 Foreign Access to Technology: This article shall stay in effect during the term of the Agreement and for five years thereafter.

12.12.1 The Parties agree that research findings and technology developments arising under this Agreement may constitute a significant enhancement to the national defense and to the economic vitality of the United States. Accordingly, access to important technology developments under this Agreement by Foreign Firms or Institutions must be controlled. The controls contemplated in this article are in addition to, and are not intended to change or supersede, the provisions of the International Traffic in Arms Regulations (22 CFR 121 et seq.), the DoD Industrial Security Regulation (DoD 5220.22-R), and the Department of Commerce Export Regulation (15 CFR pt 770 et seq.)

12.12.2 In order to promote the national security interests of the United States and to effectuate the policies that underlie the regulations cited above, the procedures stated in subparagraphs 12.12.3 and 12.12.4 shall apply to any transfer of technology. For purposes of this paragraph, a transfer includes a sale of the company and sales or licensing of technology.

12.12.3 The Collaborator shall provide timely notice to NGA of any proposed transfers from the Collaborator of technology developed under this Agreement to foreign firms or institutions. If NGA determines that the transfer may have adverse consequences to the national security interests of the United States, the Collaborator and NGA shall jointly endeavor to find alternatives to the proposed transfer which obviate or mitigate potential adverse consequences of the transfer but which provide substantially equivalent benefits to the Collaborator.

12.12.4 The Collaborator shall provide written notice to NGA of any proposed transfer to a foreign firm or institution at least sixty calendar days prior to the proposed date of transfer. Such notice shall cite this article and shall state specifically what is to be transferred and the general terms of the transfer. Within thirty days of receipt of NGA's written notification, NGA shall advise the Collaborator whether it consents to the proposed transfer. In cases where NGA does not concur or sixty calendar days after receipt expire and NGA provides no decision, the Collaborator may utilize the procedure under Article 10 of this Agreement. No transfer shall take place until a decision is rendered.

12.13 Classified Information: The Collaborator agrees to:

12.13.1 Handle and safeguard all classified information in accordance with the attached Form DD254, the security and classification guidelines provided by NGA pursuant to this Agreement, and the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M).

12.13.2 Obtain written NGA approval for the release of any publications, advertisements, resumes, or similar writings relating to NGA sensitive or classified information.

12.13.3 Provide a program security plan.

12.14 Access to Classified Information: NGA shall have sole authority to determine whether, and to what extent, classified information shall be provided to the Collaborator under this Agreement. Access shall be in accordance with the attached Form DD254 and any security addenda pertaining to this

Agreement. Collaborator will return to NGA or destroy all classified and unclassified information released to the collaborator in support of this CRADA at the conclusion of the CRADA.

12.15 Controlled Information: The Parties understand that information and materials provided pursuant to or resulting from this Agreement may be export controlled, classified, unclassified, sensitive, and protected by law, executive order, or regulation. Nothing in this Agreement shall be construed to permit any disclosure in violation of those restrictions.

12.16 Survivability: The provisions of Articles 3.2, 4, 5, 6, 7, 8, 10.1, 11, and 12.11, 12.12, 12.13, 12.15 shall survive the termination of this CRADA.

SAMPLE

**Research Plan
For
[Collaborator Name]
And
National Geospatial-Intelligence Agency (NGA)
Cooperative Research and Development Agreement (CRADA)
Enclosure 1**

1. Collaboration Project Title:

2. Collaborator Status: Collaborator provides the following information to NGA:

- a. Collaborator certifies that it is not subject to the control of any foreign company or government, and agrees to notify NGA within thirty days should it become subject to the control of a foreign company or government at any time during this Agreement.
- b. Collaborator [Company Name] is a wholly owned subsidiary of [Company Name] and hereby certifies that it operates under the laws of the State of [State Name] with legal authority to operate in the State of [State Name].
- c. Collaborator certifies to NGA that it is incorporated under the laws of one of the states or territories of the United States and that it has a manufacturing presence in the United States.

If collaborator is subject to the control of a foreign entity or is a foreign entity additional review is required.

3. Collaborator Participation in NGA's Research and Development Program: Collaborator (is) (is not) a recipient of NGA R&D funds. *If the collaborator is a recipient of NGA funds for R&D procurement, additional review and oversight of the research is required.*

4. Period of Performance: This CRADA shall be effective as of the date of the last signature and shall terminate after [INSERT TIME FRAME, for example 1 year, 18 months, 5 years] unless extended by mutual Agreement between the Parties. Note: Maximum duration is 60 months.

5. Collaborator Contributions

5.1 Personnel: Describe the type and number of personnel that support the effort and their contribution to the program. (Example: Three programmers working part-time to design the software program to ...)

5.2 Services: Describe the full range of services: training, systems engineering, technical assistance, test support, documentation, etc.

SAMPLE Language for 5.2

Collaborator [Company Name] will provide NGA with:

- a. Assessments of software development efforts under CRADA tasks*
- b. Operational workflow assessments*
- c. Vendor interaction in the commercial marketplace*
- d. Subject matter expertise*
- e. Workshops or training on emerging tool capabilities*
- f. Capability Demonstrations*
- g. Government software technology integrated into collaborator [Company Name] products*
- h. Support for participation in NGA advocated GEOINT standards efforts in working groups and international standards organizations*

5.3 Facilities: Identify all facilities provided and/or utilized in the execution of the CRADA and their levels of security.

5.4 Equipment: Identify any specialized hardware/software used in the performance of the CRADA.

5.5 Funds: Identify any funding provided in support of the CRADA (Note: The collaborator can provide funding such as funds to support NGA travel). If no funds are involved, state that “Collaborator [Company Name] will not provide funds in support of this CRADA.”

6. NGA Contributions

6.1 Personnel: Describe the type and number of personnel that support the effort and their contribution to the program. (Ex: One cartographer working part-time to provide DTED data to ...)

6.2 Services: Describe the full range of services: training, systems engineering, technical assistance, analysis, test and evaluation support, etc.

SAMPLE Language for 6.2

NGA expertise is provided for:

- a. Functional/operational guidance including user feedback*
- b. Operational workflow assessments*
- c. Prototype definition*
- d. Collaborative assessment of geospatial and imagery technologies*
- e. Software installation in NGA environments*
- f. Testing and assessment of technologies developed under the CRADA*

g. Guidance and security support of secure facilities, personnel, data and software in accordance with the collaborator [Company Name] CRADA DD-254.

h. Requirements definition for tasks in the Research Plan

i. Capability demonstrations

6.3 Facilities: Identify all NGA facilities used in support of the CRADA.

6.4 Equipment: Describe the GFE items available or required to conduct the cooperative effort. Also, properly cleared industry personnel must possess a NGA badge to access designated NGA systems however personnel will advise and assist NGA analyst personnel in understanding the software and provide guidance and instruction to the NGA analysts when requested

6.5 Data: Identify any NGA data to be provided under the CRADA.

6.6 Funds: By law, NGA is not permitted to contribute funds under a CRADA effort.

7. Statement of Work

7.1 Introduction: An introductory paragraph for the effort and what problems will be addressed.

7.2 Tasks descriptions: For each task, provide a detailed description of the task to be performed, the location where the task will be performed, and a schedule for the execution of the task (start to completion). This section is the main portion of the Research Plan and should contain sufficient detail to justify the extent of commitment of resources.

7.2.1 Administrative Tasks:

- Conduct regular Technical Exchange Meetings with NGA
- Maintain and provide list of annual CRADA accomplishments to NGA
- Provide annual single slide quad chart covering basic details of the program

7.3 Schedule/Milestones: Provide a brief breakdown of milestones for the project and schedule for completion. Include frequent reporting mechanism.

7.4 Benefits to the Collaborator: Describe the benefits [Company Name] expects to gain from the CRADA.

7.5 Benefits to NGA: Describe the benefits NGA expects to gain from the CRADA.

7.6 Technology Transition: Describe how the technology will be transitioned during and after the termination of the CRADA. The recommended result could be one or more of several examples:

- A commercially developed product by the collaborator.
- Software modules developed by NGA that would be transitioned to the firm for incorporation in their commercial software.
- Development of a capability that would then require additional development to go into a commercial product.
- Additional technology transfer and transition venues identified by government and industry.

8. Security (this is generic language; it will need to be tailored to each specific CRADA)

8.1 Access: It is anticipated that work under this CRADA can up to the TS/SCI/S/U level requiring some personnel to have the necessary clearances to complete work inside NGA facilities. [Industry] personnel supporting this CRADA will require community interoperable clearance badges enabling access to NGA organizations/facilities and CAC cards for access to NGA's Sensitive But Unclassified (SBU) Network. NGA will sponsor those personnel requiring clearances to work under this CRADA. NGA will maintain clearances for personnel who obtain new clearances subsequent to the signing of the CRADA. [Industry] personnel who already hold clearances prior to the start of the CRADA will have the clearances maintained by the original organization under which the individual gained the clearance.

[Company Name] personnel requiring clearances up to and including TOP SECRET/SCI in support of this CRADA may be subject to an ISA polygraph.

[Company Name] will handle and safeguard all classified information in accordance with the attached Form DD254, which is the security and classification guidelines provided by NGA pursuant to this Agreement, and the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M).

8.2 Facility Clearances: [Company Name] will accomplish NGA CRADA related tasks at NGA classified facilities, [Company Name] facilities and other NGA sites as determined during this CRADA effort. During the performance of this CRADA, [Company Name] is/is not authorized to receive, generate and store classified information/material.

8.3 Foreign Nationals: Foreign nationals are NOT authorized to work on classified portions of this CRADA. Foreign nationals may work on unclassified portions of this CRADA. However, if the unclassified work involves non-public NGA information provided to [Company Name], NGA must approve the specific foreign national access and the information released to the foreign national MUST be vetted through NGA Public Affairs.

8.4 Courier Information: Cleared [Company Name] personnel are authorized to hand-carry or courier [Company Name] CRADA related classified information up to and including Top Secret/SCI. [Company Name] personnel will obtain NGA courier authorization prior to hand-carry or courier of CRADA related classified data. [Company Name] personnel will be limited to hand-carry or courier classified information between the [Company Name] facilities and NGA facilities ONLY.

8.5 COMSEC: [Company Name] is/is not authorized access to COMSEC Information. [Company Name] is authorized to obtain a COMSEC account and the use of the Defense Courier Service, as needed during the life of the CRADA. [Company Name] is also authorized access to the Defense Technical Information Centers or other secondary distribution center.

8.6 Public Release: [Company Name] will obtain written NGA approval for the release of any publications, advertisements, resumes, or similar writings relating to NGA sensitive or classified information.

8.7 Technology and Data Protection: All [Company Name] technology that extends beyond current [Company Name] Enterprise commercial offerings will be shared under Non-Disclosure to NGA and government community partners only. NGA contractors, especially those representing companies with which [Company Name] competes commercially, will only be read on to the scope of their contract and will not be allowed to share [Company Name] technology with their company. [Company Name] will

return to NGA or destroy all classified and unclassified information released to the collaborator in support of this CRADA at the conclusion of the CRADA.

9. Points of Contact

Identify the project points of contact (to include the Corporate POC, Principal Investigator/Technical POC, Legal and/or Contracting POC) using the following format.

Collaborator:

Name of person
Organization Name
Organization Mailing Address
Telephone Number (voice)
Telephone Number (FAX)
Email address

NGA:

Principal Contact

Program Manager
NGA/IDO MS P-128
12310 Sunrise Valley Drive
Reston, VA 20191
crada@nga.mil (Email)

Principal Investigator/Technical POC

TBD
Organization Name
Organization Mailing Address
Telephone Number (voice)
Telephone Number (FAX)
Email address

Legal POC

OGC-P, Mail Stop D-201
NGA Bethesda
4600 Sangamore Road
Bethesda, MD 20816-5003
(301)227-4743 (Voice)

Security POC

NGA/SISI, MS P-112
12310 Sunrise Valley Dr.
Reston, VA 20191
(703) 453-3057 (Voice)
(703) 735-3289 (Fax)
IndustrialSecurity@nga.mil (Email)