



## Technology Transfer at ECBC

ECBC's team of experienced scientists, engineers and technicians routinely develop and refine new and innovative technologies, many of which may assist not only the warfighter but also other government entities, industry and academia. As part of its mission, ECBC offers a broad range of chemical biological services and the use of its cutting-edge facilities through its technology transfer program.

If you are in need of ECBC's services, doing business with us has never been easier. We have in place a variety of agreements and funding mechanisms that can be rapidly activated so you can readily access our expertise and facilities. These include the following:

### COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

#### KEY FEATURES

- Authorized under 15 USC Sec. 3710a.
- Agreement between a Federal Party and a Non-Federal Party (e.g., private company, state or local government, university, etc.).
- The Federal Party may accept, retain, and use funds, personnel, services, and property from the Non-Federal Party and provide personnel, services, and property to the Non-Federal Party.
- Property may include intellectual property, equipment, and/or material.
- Services may include the full spectrum of RDT&E support.

#### STEPS TO FORM A CRADA

1. Identify common interest in pursuing a research or development topic.
2. Draft a Statement of Work (see below).
3. Obtain necessary reviews – e.g., safety, environmental, legal.
4. Review CRADA standard terms and conditions.
5. Obtain signature from both parties.

#### STATEMENT OF WORK

1. **BACKGROUND:** One or two short paragraphs to describe each party's interests and capabilities as related to the CRADA topic.
2. **OBJECTIVE:** A one sentence statement of the objective of the agreement.
3. **APPROACH/SPECIFIC TASKS:** In a series of subparagraphs (3.1, 3.2, etc.), describe how the CRADA effort will be accomplished. Specify which party is responsible for a given task or contribution. Also address cost responsibilities.
4. **REPORTS:** State reporting requirements. Recommend parties informally share all data collected and the analysis results of that data throughout the conduct of this effort, with formal annual and final reports.
5. **PRINCIPAL INVESTIGATORS (PI):** Identify a PI for each party along with contact information.
6. **DURATION:** Provide expected duration to complete the effort.

### PATENT LICENSE AGREEMENT

#### KEY FEATURES

- Authorized under 15 USC Sec. 3710a and 35 USC Sec. 207.
- Commanders and Technical Directors may negotiate licensing agreements for inventions made or other intellectual property developed at the laboratory and other inventions or other intellectual property that may be voluntarily assigned to the Government.
- Must reserve a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention or have the invention practiced throughout the world by or on behalf of the U.S. Government.

#### LICENSE APPLICATION (Utilize Laboratory's Form)

1. **GENERAL INFORMATION:** Describe the company and the technology sought.
2. **DEVELOPMENT PLAN:** Describe the stages of product development that must occur prior to sales, including (where appropriate) research, development, design, engineering, manufacturing, marketing, distribution, training, as well as required regulatory steps.
3. **PROPOSED LICENSE TERMS:** Level of exclusivity desired, fields of use, duration, proposed royalties, minimum annual payments, initial payment.
4. **MARKET ANALYSIS:** Expected market size and projected growth during the duration of the license, estimated market share, and sales projections for the product or service over the life of the license.
5. **FOR AN EXCLUSIVE LICENSE NOT INVOLVING A CRADA:** Support for finding that an exclusive or partially-exclusive license is appropriate in that Federal and public interests are best served by such a license.

### TEST SERVICE AGREEMENT

#### KEY FEATURES

- Authorized under 10 USC Sec. 2539b (or Sec. 2681 for MRTFB).
- Commanders and Technical Directors may 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.
- The Government must generally recover the full direct and indirect costs and cannot compete unduly with the private sector.
- All data remains the property of the company/individual paying for the test.
- Statement of Work is similar to that of a CRADA.

#### ECBC TECHNOLOGY TRANSFER OFFICE

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