

UNITED STATES DEPARTMENT OF AGRICULTURE RESEARCH AGREEMENT	TYPE OF RESEARCH AGREEMENT Transfer of Material Cooperative Research & Development Agreement	
	AGREEMENT NO. 58-3K95-X-XXX	TYPE OF ACTION New
AGENCY (Name and Address) Agricultural Research Service 1400 Independence Avenue SW Washington, D.C. 20250-0302	PERIOD OF AGREEMENT mm/dd/yy through mm/dd/yy	
	FEDERAL OBLIGATION \$ 0	CHANGE IN FEDERAL OBLIGATION

This agreement is authorized by the Federal Technology Transfer Act, and 15 USC 3710a, *et seq.* and is governed by its terms.

Items	Descriptions
1. Technology Transfer Coordinator	
2. Cooperator	Cooperator Name Division Street Address City, State, Zip Code+4
3. Principal Investigator	First, Last Name Address, if different than that of Cooperator Title of Cooperator PI
4. ARS Research Unit	USDA, ARS, Area Research Unit Street Address City, State, Zip Code+4
5. Principal Investigator (PI)	First & Last Name of USDA Researcher
6. National Program Leader & Area	First & Last Name of NPL & Area
7. Accounting Code	X91-XXXX-XXX (To be filled out by OTT HQ in Beltsville)
8. Amount	\$XX,XXX.XX
9. Finance Office	USDA, ARS, Area Budget & Fiscal Office Street Address City, State, Zip Code+4
10. CRIS No.	XXXX-XXXXX-XXX-XXX
11. Title of Project (CRADA Title)	Title of Transfer of Material CRADA Project
12. Log # (Incoming Agreement Log #)	Transfer of Material CRADA Log # from ARS 425

Incorporated into this Agreement are the Following:

1. Purpose
2. Statement of Work
3. Schedule 1 - Certifications
4. Schedule 2 – Estimated

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE	
AUTHORIZED DEPARTMENTAL OFFICER	TYPED NAME RROBERT GRIESBACH Deputy Assistant Administrator
FOR THE COOPERATOR (Signature of person(s) authorized by the governing body of the Company to incur contractual obligations)	
SIGNATURE	TYPED NAME AND TITLE Name of Person Authorized to Incur Contractual Obligations. Title
SIGNATURE	TYPED NAME AND TITLE

OTT-FORM

PURPOSE

To provide ARS with **Give the amount and description of the specific material ARS will receive**, and associated know how, hereinafter collectively referred to as the Material.

The Material is released to ARS under the following conditions:

1. This Material shall only be used to complete the activities set forth in the Statement of Work.
2. ARS shall not transfer the Material, in whole or in part, to a third party without express written consent. Any third party requesting a sample shall be referred to COOPERATOR.
3. This Material shall remain the property of COOPERATOR.
4. ARS shall keep COOPERATOR informed of the results obtained through use of the Material.
5. Subject to the requirements of confidentiality and preservation of rights in Subject Inventions, either party may publish the results of this Agreement, PROVIDED:
 - a. The other party is allowed to review the manuscript at least sixty (60) days prior to submission for publication by submission to the Authorized Agent.
 - b. The publication shall acknowledge this Agreement and the contributions of each party's personnel.
 - c. The final decision as to the publication content rests with the party that writes the publication.
6. COOPERATOR shall not in any way state or imply that this Agreement or the results of this Agreement are an endorsement by ARS of its organizational units, employees, products, or services.
7. Upon completion of the activities performed using this Material, the Material shall be returned, destroyed, or otherwise disposed of as instructed by COOPERATOR.
8. ARS shall meet with COOPERATOR's representative(s) to determine inventorship if an invention should arise during its work with the Material.
9. Neither party shall disclose Material marked "Confidential" or "Proprietary" to anyone without the providing party's expressed written permission to do so.

10. Material shall be excluded from the confidentiality requirements of this Agreement if: (1) the receiving party had possession of this Material prior to disclosure; (2) this Material is generally available to the public at the time of disclosure; (3) this Material becomes generally available to the public through no fault of the receiving party after disclosure; or (4) after disclosure, the receiving party receives this Material from a third party having the right to the Material and who does not impose a confidentiality obligation upon the receiving party.
11. Both parties acknowledge and agree to comply with all applicable laws and regulations of the Animal Plant Health and Inspection Service, the Centers for Disease Control and Prevention, and /or Export Control Administration pertaining to possession or transference of technical information, biological materials, pathogens, toxins, genetic elements, genetically engineered microorganisms, vaccines, and the like.
12. This Transfer of Material Cooperative Research and Development Agreement shall be construed in accordance with United States of America Federal Law as Interpreted by the Federal Courts in the District of Columbia.
13. Either party may unilaterally terminate this entire Agreement at any time by giving the other party written notice not less than sixty (60) calendar days prior to the desired termination date.
14. Subject Invention means any invention or other intellectual property conceived or first reduced to practice under this Agreement, which is patentable or otherwise protectable under Title 35 of the United States Code, under 7 USC 2321, et seq., or under the patent laws of a foreign country. *Specifically not included in the definition of Subject Inventions are inventions made outside the Scope of Agreement, which means those activities set forth in the Statement of Work, or prior to the execution of this Agreement.* **[NOTE: You may want to list inventions that may be used in this CRADA but are not Subject Inventions.]**
15. COOPERATOR is granted an option to negotiate an exclusive license in each Subject Invention owned or co-owned by ARS for one or more field(s) of use encompassed by the Scope of Agreement. This license shall be consistent with the requirements of 35 USC 209(a), 209(b) (manufactured substantially in the U.S.), and 209(f) and other such terms and conditions as may be reasonable under the circumstances, as agreed upon through good faith negotiations between COOPERATOR and ARS. This option shall terminate whenever COOPERATOR fails to:
 - a. Submit a complete application for an exclusive license within sixty (60) days of being notified by ARS of any Invention's availability for licensing; or
 - b. Submit a good faith written response to a written proposal of licensing terms within forty-five (45) days of such proposal.
16. COOPERATOR grants ARS, on behalf of the U.S. Government, a royalty free, nonexclusive, worldwide, irrevocable, nontransferable license for any COOPERATOR

solely owned Subject Invention. The purpose of this license shall be to practice the Subject Invention or have it practiced, by or on behalf of the U.S. Government, for research or other U.S. Government purposes. 15 USC 3710a(b)(2).

STATEMENT OF WORK

A. Introduction/Background

State the problem, why ARS and PROVIDER are interested in collaborating, what each brings to the collaboration, and what results each expects. Beware of unintentionally expanding the Scope of Agreement through verbosity.

B. Objective

State the objective of this Agreement.

C. Approach and Methodology

(Be sure to cover the activities of both ARS and PROVIDER.)

D. ARS' Responsibilities

1. Conduct these portions of the research project or perform the following tasks:

a. (LIST)

b.

c.

d.

E. PROVIDER'S Responsibilities

1. Perform these portions of the research effort:

a. Provide Material to ARS.

b.

2. Pay \$XX,XXX.XX to ARS.

a. The payment schedule is:

(1) \$XX,XXX.XX by Give Date;

(2) \$XX,XXX.XX on or before Give Date; etc.

b. Make checks or money orders out to the "Agricultural Research Service," cite Agreement No. 58-3K95-7-XXX thereon, and send to:

F. ARS & PROVIDER'S Joint or Mutual Responsibilities

1. Perform these portions of the effort jointly:

a. (LIST)

b.

c.

ARTICLES 1, 2, 3, 6, 7 AND 8 OF SCHEDULE 1 ARE NOT USED IN AGREEMENTS WITH A FOREIGN ORGANIZATIONS

**SCHEDULE 1
CERTIFICATIONS**

COOPERATOR certifies that it:

1. is, is not, a small business.

2. is, is not, a minority business.

3. Operates as:

- an individual
- a partnership
- a corporation
- limited liability corporation
- public institution
- private institution
- educational institution;

(if applicable) and is incorporated in the State of (INSERT).

4. Has not paid or agreed to pay any company or person (other than a bona fide employee working solely for COOPERATOR) any fee, commission, percentage, or brokerage fee, contingent upon the award of this Agreement, and if so, agrees to furnish information relating thereto, as requested, by the Authorized Departmental Officer.

5. Has not employed or retained any company or person (other than a full-time bona fide employee working solely for COOPERATOR) to solicit or secure this Agreement.

6. Its Principal Officers are not listed on the U.S. Government's list of debarred and suspended organizations and individuals; shall notify the Authorized Departmental Officer if so listed; and shall not subcontract or otherwise award to any organization or individual so listed.

7. Agrees to comply with the provisions of the Civil Rights Act of 1964, as amended, and Executive Order 11246, addressing equal opportunity and affirmative action.

8. Agrees to comply with the provisions of Title IX of the Education Amendment of 1972, 20 USC 1681, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Age Discrimination Act of 1975, 42 USC 6101-6107; Clean Air Act, 42 USC 7401, *et seq.*; and Drug-Free Workplace Act of 1988, 41 USC 701, *et seq.*

9. Is in a position to undertake, perform, and complete this Agreement and will diligently perform work in accordance with its provisions.

**SCHEDULE 3
ESTIMATED BUDGET**

	ARS to Receive Funds for	ARS In-House	COOPERATOR In-House
FIRST YEAR			
A. Salaries and Wages			
B. Equipment			
C. Materials and Supplies			
D. Travel			
1. Domestic Travel			
2. Foreign Travel			
E. Facilities			
F. Other Direct Costs	\$0	\$0	\$0
G. TOTAL DIRECT COSTS	\$0	\$0	\$0
H. Indirect Costs	\$0	\$0	\$0
I. TOTAL COSTS (G&H)	\$0	\$0	\$0
SECOND YEAR			
A. Salaries and Wages			
B. Equipment			
C. Materials and Supplies			
D. Travel			
1. Domestic Travel			
2. Foreign Travel			
E. Facilities			
F. Other Direct Costs	\$0	\$0	\$0
G. TOTAL DIRECT COSTS	\$0	\$0	\$0
H. Indirect Costs	\$0	\$0	\$0
I. TOTAL COSTS (G&H)	\$0	\$0	\$0
THIRD YEAR			
A. Salaries and Wages			
B. Equipment			
C. Materials and Supplies			
D. Travel			
1. Domestic Travel			
2. Foreign Travel			
E. Facilities			
F. Other Direct Costs	\$0	\$0	\$0
G. TOTAL DIRECT COSTS	\$0	\$0	\$0
H. Indirect Costs	\$0	\$0	\$0
I. TOTAL COSTS (G&H)	\$0	\$0	\$0
SUMMARY			
A. Salaries and Wages	\$0	\$0	\$0
B. Equipment	\$0	\$0	\$0
C. Materials and Supplies	\$0	\$0	\$0
D. Travel			
1. Domestic Travel	\$0	\$0	\$0
2. Foreign Travel	\$0	\$0	\$0
E. Facilities	\$0	\$0	\$0
F. Other Direct Costs	\$0	\$0	\$0
G. TOTAL DIRECT COSTS	\$0	\$0	\$0
H. Indirect Costs	\$0	\$0	\$0
I. TOTAL COSTS (G&H)	\$0	\$0	\$0