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CRADA NUMBER USSOCOM-SOF AT&L-ST – 24 – 01 – 

**U.S. SPECIAL OPERATIONS COMMAND
(USSOCOM)
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
(CRADA)**

between

**SCIENCE & TECHNOLOGY DIRECTORATE,
SPECIAL OPERATIONS FORCES ACQUISITION, TECHNOLOGY, AND
LOGISTICS
(USSOCOM SOF AT&L-ST)**

and



("COLLABORATOR")

**Development of Special Operations Peculiar Technologies
to Address USSOCOM Technology**

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SECTION I
STANDARD TERMS AND CONDITIONS

ARTICLE 1 - PREAMBLE

1.1 This Cooperative Research and Development Agreement ("*Agreement* ") for performing the work described in the *Joint Work Plan* and *Individual Work Plan(s)* is entered into under the authority of the *Federal Technology Transfer Act of 1986*, codified at 15 United States Code (USC) § 3710a, and pursuant to the United States Special Operations Command (USSOCOM) Directive 70-1, *Acquisition Management System Policy* (19 March 2010) and USSOCOM Special Operations Forces Acquisition, Technology, and Logistics (SOF AT&L) Implementing Instruction, Appendix Q, *Establishing Cooperative Research and Development Agreements* (3 June 2011) by and between [REDACTED] ("**Collaborator**"), located at [REDACTED] and the United States of America as represented by the USSOCOM/SOF AT&L Science and Technology (ST) Directorate, located at 7701 Tampa Point Blvd, MacDill AFB, FL 33621-5323.

1.2 This *Agreement* is binding on **USSOCOM SOF AT&L-ST** and **Collaborator** according to the terms and conditions set forth as follows.

ARTICLE 2 - DEFINITIONS

As used in this *Agreement*, the following terms have the following meanings and such meanings will be applicable to both the singular and plural forms of the terms.

2.1 "***Agreement***" means this Cooperative Research and Development Agreement within the scope of work to be performed as described in the *Joint Work Plan*, *Individual Work Plan(s)*, and supporting DD Form 254, "DoD Contract Security Classification Specification," if *Classified Information* access is required.

2.2 "***Background Technology***" is technology brought to this *Agreement* by either party consisting of restricted, sensitive, privileged or confidential information or *Intellectual Property* described in a patent, patent application or copyrighted work *Made, Created* or otherwise developed prior to the *Effective Date* of this *Agreement*. All *Background Technology* is specifically identified as such in the *Joint Work Plan* and/or *individual Work Plan(s)*, along with the marking requirements and, if applicable, terms for delivery, storage and disposition of such *Background Technology*. Unless specifically stated otherwise in the *Joint Work Plan* and/or *individual Work Plan(s)*, the receiving party will have no rights (other than use strictly for performing work under this *Agreement*) in such *Background Technology* regardless of whether it is improved, refined or otherwise further developed under this *Agreement*. *Background Technology* does not include oral, aural or visual information not fixed in a tangible form..

2.3 "***Classified Information***" refers to information determined pursuant to Executive Order 13526, "Classified National Security Information," December 29, 2009, that requires protection against unauthorized disclosure.

2.4 "***Collaborator***" means the Non-USSOCOM participant represented and bound by the signatories under this *Agreement*.

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2.5 **"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 software documentation.

2.6 **"Created"** in relation to any copyrightable work means the work is fixed in any tangible medium of expression for the first time. See 17 USC § 101.

2.7 **"Data"** means recorded information of any kind regardless of the form or method of recording, including *Computer Software*.

2.8 **"Effective Date"** is the last date of signature among the following required signatures: Section III **Collaborator** signature, initial *Individual Work Plan Collaborator* signature, and initial *Individual Work Plan* SOF AT&L Program Executive Officer (PEO) or Director signature. Any additional *Individual Work Plan* entered subsequent to the *Effective Date* of this *Agreement* shall be processed as a modification in accordance with Article 7-"Term of Agreement, Modifications & Termination."

2.9 **"Government"** means the Government of the United States of America including any agency or agencies thereof.

2.10 **"Intellectual Property"** means the property of ideas, examples of which include, but are not limited to, patents, trademarks, copyrights, and trade secrets.

2.11 **"Invention"** means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the USC or any novel variety of plant which is or may be protectable under the *Plant Variety Protection Act* (7 USC §§ 2321-2582). See 15 USC § 3703(9) and 35 USC § 201(d).

2.12 **"Joint Work Plan (JWP)"** (Section II) describes the purpose and scope of the *Agreement* and assigns rights and responsibilities among the parties. The *Joint Work Plan* specifically details any *Background Technology* brought to this *Agreement*; any property, equipment, maintenance or other support to be provided; and any reports, products or other deliverables expected to be produced or provided as a result of the collaborative activities under this *Agreement*. To the extent any provision of the *Joint Work Plan* conflicts with any provision in Section I, *Standard Terms and Conditions*, such provision in Section I, *Standard Terms and Conditions*, shall control.

2.13 **"Limited Rights"** in the context of Technical Data means the rights specified in 48 CFR § 252.227-7013(a)(14), and in the context of Computer Software means the rights specified in 48 CFR § 252.227-7014(a)(15).

2.14 **"Made"** when used in relation to any *Invention* means the conception or first actual reduction to practice of such *Invention*. See 35 USC § 201(g).

2.15 **"Office of Research and Technology Application (ORTA)"** is the USSOCOM technology transfer focal point.

2.16 **"Proprietary Information"** is privileged or confidential information developed in whole or in part by **Collaborator** under this *Agreement* which embodies trade secrets or which is confidential technical, business or financial information, provided such information used under this *Agreement* is identified as such by labels or markings designating the information as proprietary. *Proprietary Information* does not include information which: (1) is generally known, becomes known or is available from another source without obligations concerning its confidentiality; (2) has been made available by the owners to others without obligation concerning its confidentiality; or (3) is described in an issued patent, published patent application, or published copyrighted work.

2.17 **"Protected Information"** is any information developed under this *Agreement*, including *Proprietary Information*, *Restricted Access Information*, *Controlled Unclassified Information*, and *Classified Information*.

2.18 **"Restricted Access Information"** is information developed solely by **USSOCOM SOF AT&L-ST** under this *Agreement* that would be a trade secret or commercial or financial information that is privileged or confidential if the information had been obtained from a nonfederal party participating in a CRADA.

2.19 **"Reviewing Official"** means the final authority of the U.S. Special Operations Command who is identified in Section III, *Signatures*, of this *Agreement* below the signatures of the parties.

2.20 **"Controlled Unclassified Information"** (CUI) is information the Government creates or possesses, or that an entity creates or possesses for or on behalf of the Government, that a law, regulation, or Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls, in accordance with Executive Order (E.O.) 13556; Part 2002 of Title 32, Code of Federal Regulations (CFR).

2.21 **"Special Purpose License"** means a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free and paid-up license to **USSOCOM SOF AT&L-ST** for or on behalf of *Government*, subject to the restrictions set forth in 15 U.S.C. 3710a(c)(7), to practice and have practiced an *Invention Made* under this *Agreement* for government research or other government purposes and to use, duplicate, prepare derivative works, distribute or disclose copyrighted works or *Subject Data* in whole or in part and in any manner, for government research or other government purposes. Government research or other government purposes include competitive procurement, but do not include the right to have or permit others to practice an *Invention Made* under this *Agreement* or use, duplicate, prepare derivative works, distribute or disclose copyrighted works or *Subject Data* for commercial purposes.

2.22 **"Subject Data"** means any *Technical Data* first produced or recorded in the performance of work under this *Agreement*.

2.23 **"Subject Invention"** means any *Invention* conceived or first actually reduced to practice performance of work under this *Agreement*.

2.24 **"Tangible Property"** means personal or real property that can be physically touched or held.

2.25 **"Technical Data"** means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include *Computer Software* or *Data* incidental to the administration under this *Agreement*, such as financial or management information.

2.26 **"Facility Clearance (FCL)"** is an administrative determination that, from a security viewpoint, a Collaborator is eligible for access to Classified information up to a certain level.

2.27 **"Contract Security Classification Specification (DD Form 254)"** provides the security guidance to the Collaborator for an agreement requiring access to classified information. The specification is designed to identify the classified areas of information in an agreement that requires protection.

2.28 **"Security Classification Guide (SCG)"** provides comprehensive guidance regarding classification of information concerning any system, plan, program, project, or mission, the unauthorized of which reasonably could be expected to cause damage to national security.

2.29 **"Individual Work Plan (IWP)"** is a definition of specific work to be executed in support of this CRADA and describes in greater detail the purpose and scope of the *Agreement* and assigns rights and responsibilities among the parties as defined in the IWP. There can be multiple IWPs to support this CRADA and shall be signed at the SOF AT&L PEO/Directorate level. The *IWP* specifically details any *Background Technology* brought to the specific work effort to support this *Agreement*; any property, equipment, maintenance or other support to be provided; and any reports, products or other deliverables expected to be produced or provided as a result of the collaborative activities under this *Agreement*. To the extent any provision of the *Individual Work Plan* conflicts with any provision in Section I, *Standard Terms and Conditions*, such provision in Section I, *Standard Terms and Conditions*, shall control.

ARTICLE 3 - FINANCIAL CONSIDERATIONS

3.1 **Expenses.** Except as otherwise stated in the *Joint Work Plan* and/or *Individual Work Plan(s)*, each party shall bear its own expenses in the performance of work under this *Agreement*.

3.2 **Royalty Payments.** Royalty or other income from *Intellectual Property* will be paid in accordance with any separate license agreement hereafter entered into by the parties pursuant to Article 4 –"Invention Disclosures & Patents" or Article 5—"Copyright Protection."

ARTICLE 4 - INVENTION DISCLOSURES & PATENTS

4.1 **Disclosure of *Inventions*.** Each party must report to the other party, in writing, each *Invention Made* under this *Agreement*, promptly after the existence of each such *Invention*, in the exercise of reasonable diligence, becomes known.

4.2 **Rights in *Inventions*.**

4.2.1 **Ownership of Sole *Inventions*.** Each party will separately own any *Invention Made* under this *Agreement* solely by its respective employees.

4.2.2 **Ownership of Joint *Inventions*.** *Inventions Made* under this *Agreement* jointly by **USSOCOM SOF AT&L-ST** and **Collaborator** employees will be jointly owned by both parties.

4.2.3 **Option to Obtain Title.** Subject to the rights of third parties under paragraph 4.4, **Collaborator** and its affiliates shall have an option to obtain title to any *Invention Made* under this *Agreement* in whole or in part by **USSOCOM SOF AT&L-ST** employees.

4.2.3.1 The option to obtain title may be exercised by **Collaborator** as provided for under paragraph 4.3.

4.2.3.2 In all cases, except as provided in paragraph 4.2.4, where **Collaborator** obtains or retains title to any *Invention Made* under this *Agreement* in whole or in part by **USSOCOM SOF AT&L-ST** employees, **USSOCOM SOF AT&L-ST** will have a *Special Purpose License* in any such *Invention*. **Collaborator** will promptly provide a confirmatory license upon request by *Government* for such *Invention Made* under this *Agreement* that is owned by **Collaborator**.

4.2.4 **Option to Obtain Exclusive License.** **Collaborator** and its affiliates will have the option to choose an exclusive license for a pre-negotiated field of use at a reasonable royalty rate, subject to the conditions set forth in 15 USC § 3710a(b)(1), in any *Invention Made* under this *Agreement* in whole or in part by **USSOCOM SOF AT&L-ST** employees.

4.2.5 **License to Collaborator.** The **USSOCOM SOF AT&L-ST** will grant to **Collaborator**, a non-exclusive license in any *Invention Made* under this *Agreement* in whole or in part by **USSOCOM SOF AT&L-ST** employees. **USSOCOM SOF AT&L-ST** will promptly provide a confirmatory license upon request by **Collaborator** for any *Invention Made* under this *Agreement* that is owned by **USSOCOM SOF AT&L-ST**.

4.2.6 **Licensing of Federally Owned Inventions.** All licenses of *Inventions* granted to **Collaborator** by *Government* shall be subject to the restrictions set forth under 37 C.F.R. 404.5.

4.2.6.1 **Collaborator** must exercise the option to obtain an exclusive license under paragraph 4.2.4, or request a non-exclusive license under paragraph 4.2.5, for an *Invention* within six (6) months of the filing of a non-provisional patent application on such *Invention*. **Collaborator** may request such time be extended as necessary to understand the nature of the *Invention* and to permit diligence regarding the potential value thereof, which request will not be unreasonably refused by **USSOCOM SOF AT&L-ST**. Any such extensions approved by **USSOCOM SOF AT&L-ST** must be in writing.

4.2.6.2 The royalty rate, field of use and other terms and conditions of the license shall be set forth in a separate license agreement and shall be negotiated promptly.

4.2.6.3 **Collaborator** will have the right of enforcement under chapter 29 of Title 35 of the USC for an exclusive license entered into under this Article.

4.2.7 **Special Purpose License to Government.** **Collaborator** hereby grants to **USSOCOM SOF AT&L-ST**, in advance, a *Special Purpose License* in any *Invention Made* under this *Agreement* in whole or in part by **Collaborator** employees.

4.3 **Filing Patent Applications.** **Collaborator** will have the first option to file a nonprovisional patent application on any *Invention Made* under this *Agreement*, which option may be exercised by giving written notice to **USSOCOM SOF AT&L-ST** within two (2) months after disclosure of the *Invention* under paragraph 4.1 and by filing a non-provisional, provisional or international patent application in the U.S. Patent and Trademark Office within six (6) months after providing such notice.

4.3.1 **Copies of Patent Applications.** The party filing a provisional or non-provisional patent application on any *Invention Made* under this *Agreement* must provide a copy thereof to the other party within thirty (30) days of filing such application with the United States Patent and Trademark Office.

4.3.2 **Assignment.** If **Collaborator** files a non-provisional patent application in accordance with this Article on an *Invention Made* in whole or in part by **USSOCOM SOF AT&L-ST** employees, **USSOCOM SOF AT&L-ST** will promptly assign title in that *Invention* to **Collaborator**, subject to the conditions set forth in 15 USC § 3710a(b)(1).

4.3.3 **Statement of Government Interest.** Any patent application filed on any *Invention Made* under this *Agreement* must include in the patent specification the statement: "This invention was made in the performance of a Cooperative Research and Development Agreement with the U.S. Special Operations Command. The Government of the United States has certain rights to use the invention."

4.3.4 **Notice Required to Protect Government Interest.** If **Collaborator** elects not to file, or not to continue prosecution of a patent application on, or otherwise abandons any such *Invention* in the United States, **Collaborator** must notify **USSOCOM SOF AT&L-ST** thereof at least three (3) months prior to the expiration of any applicable filing or response deadline, priority period or statutory bar date, or within thirty (30) days of any such election or decision not to file or continue prosecution, whichever is earlier.

4.3.5 **Prosecution by USSOCOM SOF AT&L-ST.** In any country in which

Collaborator does not file, continue prosecution of, make any required payment on, or where it otherwise abandons any *Invention*, **USSOCOM SOF AT&L-ST** may file, or continue prosecution of, or make any required payment on, an application or patent, and **Collaborator** will promptly assign to **USSOCOM SOF AT&L-ST** all right, title and interest of **Collaborator** in such *Invention*.

4.3.6 **Cooperation.** The party not filing, prosecuting or administering any patent application or patent under this Article will fully cooperate with the party filing, prosecuting or administering the application or patent in promptly executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

4.3.7 **Patent Expenses.** The party filing an application on any *Invention* is responsible for all patent application preparation and filing expenses and issuance, post issuance and patent maintenance fees associated with that application while this *Agreement* is in effect, unless otherwise agreed to under separate agreement, provided, however, such party is under no obligation to take any of the foregoing actions.

4.4 **Rights of Third Parties.** Either party intending to use the support of any contractor or third party not identified in the *Joint Work Plan* and/or *Individual Work Plan(s)* to perform any of its obligations under this *Agreement* shall provide written notice to the other party at least 30 days in advance of any involvement of such contractor or third party with activities under this *Agreement*. If the party receiving such notice objects at any time to the use or involvement of such contractor or third party, the party providing such notice will not utilize or promptly cease utilizing the services of such contractor or third party to perform its obligations under this *Agreement*.

4.4.1 **Third Party Support of USSOCOM SOF AT&L-ST.** **USSOCOM SOF AT&L-ST** may use the support and research services of the onsite contractor or contractors identified in the *Joint Work Plan* and/or *Individual Work Plan(s)*, if applicable, in performing its obligations under this *Agreement*, and each such contractor shall sign a confidentiality agreement reasonably acceptable to **Collaborator** to protect **Collaborator Protected Information** from use (other than for use under this *Agreement*) disclosure to other third parties. **Collaborator** understands that invention rights under the Bayh-Dole Act, 35 USC § 200 *et seq.*, or the applicable patents rights clause under the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (OFARS) governing any such contract, or both, may conflict with the terms in this Article, and in such cases, may limit **Collaborator's** rights or options in such inventions under this Article. **USSOCOM SOF AT&L-ST** shall provide advance notice prior to starting work on an *Individual Work Plan* where a Third Party Supporting **USSOCOM SOF AT&L-ST's** effort may conflict with the terms of this *Agreement* and may limit **Collaborator's** rights or options in such inventions.

4.4.2 **Third Party Support of Collaborator.** No information, material, equipment or other resources provided by **Collaborator** under this *Agreement*, originating from any contractor or third party, shall have any restriction whatsoever on further use, release or disclosure beyond that specified in this *Agreement*, except as specifically identified, including a detailed description of any such limitations, in the *Joint Work Plan* and/or *Individual Work Plan(s)*. Any agreement with a third party to provide support to **Collaborator** for participation under this *Agreement* shall contain terms consistent with this provision and which are at least sufficient to provide **USSOCOM SOF AT&L-ST** all rights anticipated

under this *Agreement* as if **Collaborator** was providing the support itself.

ARTICLE 5 - COPYRIGHT PROTECTION

5.1 **Ownership of Copyrighted Works.** **Collaborator** owns the copyright in all works *Created* in whole or in part by **Collaborator** under this *Agreement* which are copyrightable under Title 17 of the USC.

5.2 **License in Published Copyrighted Works.** **Collaborator** hereby grants in advance to the *Government* a *Special Purpose License* in all published copyrighted works *Created* under this *Agreement*. **Collaborator** will prominently mark each such published copyrighted work with the words: "This work was created in the performance of a Cooperative Research and Development Agreement with the U.S. Special Operations Command. The Government of the United States has certain rights to use this work."

5.3 **Copies of Published Copyrighted Works.** **Collaborator** must furnish to USSOCOM SOF AT&L-ST, at no cost to USSOCOM SOF AT&L-ST, one copy of each published copyrighted work *Created* in whole or in part by **Collaborator** under this *Agreement*.

ARTICLE 6 - BACKGROUND TECHNOLOGY AND PROTECTED INFORMATION

6.1 **Disclosure of Oral and Visual Information.** Information disclosed orally or visually, if identified as information that is to be protected under this *Agreement* at the time of disclosure, will be deemed *Protected Information* under this *Agreement* for thirty (30) days and thereafter if, within thirty (30) days after such oral or visual disclosure, such information is reduced to writing, properly marked in accordance with Article 2—"Definitions" and the *Joint Work Plan* and/or *Individual Work Plan(s)*, and submitted to the other party.

6.2 **Disclosure of Background Technology.** All *Background Technology* provided to the other party must be specifically identified in the *Joint Work Plan* and/or *Individual Work Plan(s)*. Unless otherwise expressly provided in the *Joint Work Plan* and/or *Individual Work Plan (s)*, *Background Technology* may only be released to those having a need for the information in connection with their duties under this *Agreement*.

6.3 **Computer Software and Computer Software Documentation.** All *Computer Software* and computer software documentation *Made, Created* or developed under this *Agreement* by **Collaborator** shall be treated as *Proprietary Information* for purposes of determining rights in such *Computer Software* and computer software documentation.

6.4 **Proprietary Information.** **Collaborator** grants a *license, with Limited Rights*, to USSOCOM SOF AT&L-ST in all *Proprietary Information* developed by **Collaborator** under this *Agreement*. The specific limited rights may be further delineated in an IWP. At a minimum, any limited rights allow the Government to utilize *Proprietary Information* in furtherance of the purpose of the CRADA and may be reproduced and used by the Government with the express limitation that they will not, without written permission of the **Collaborator**, be used for purposes of manufacture nor disclosed outside the Government.

6.5 **Restricted Access Information.** Under 15 USC § 3710a(c)(7)(B), **Collaborator** and USSOCOM SOF AT&L-ST mutually may agree to provide appropriate protection to *Subject Data* generated by **Collaborator** against public dissemination or release under the Freedom of Information Act for a period of up to five years after development of the information.

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Collaborator may use or disclose, in confidence, and authorize others to use or disclose, in confidence, *Restricted Access Information* developed by **USSOCOM SOF AT&L-ST** under this *Agreement*. Subject to the restriction set forth in this Section 6.5, *Collaborator* and its affiliates shall have the right to use, copy, modify, create works and derivative works, and incorporate such *Restricted Access Information* in its research and development activities, and the technologies or products resulting from such activities.

6.6 Classified Information. *Classified Information* may be submitted, received, discussed or transferred between the parties under this *Agreement*, as required by **USSOCOM SOF AT&L-ST** provided the *Collaborator* has an active/valid *Facility Clearance (FCL)* and a *Contract Security Classification Specification (DD Form 254)* is issued.

6.7 Marking of Background Technology and Protected Information. All *Background Technology* and *Protected Information* will be conspicuously marked as such and will reference this CRADA by number. Neither party will be liable for the release of unmarked *Background Technology* or *Protected Information*. The party receiving *Background Technology* or *Protected Information* must comply with all appropriate requirements governing the treatment of such information as described in the *Joint Work Plan* and/or *Individual Work Plan(s)*, *Security Classification Guides* and /or source document(s) from which the information is derived. CUI and classified information must be marked IAW DoDI 5200.48. The failure to properly mark any information shall not adversely affect the rights of the party receiving such information.

6.8 Mandatory Government Provisions. In accordance with Section 620 of Public Law 108-447, the following provisions are included as required by law.

6.8.1 This *Agreement* does not bar disclosures to Congress or to an authorized official of an executive agency or the United States Department of Justice that are essential to reporting a substantial violation of law.

6.8.2 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; 5 USC § 7211 (governing disclosures to Congress); 10 USC § 1034 as amended by the *Military Whistleblower Protection Act* (governing disclosure to Congress by members of the military); 5 USC § 2302(b)(8) as amended by the *Whistleblower Protection Act* (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the *Intelligence Identities Protection Act of 1982* (50 USC § 421 *et seq.*) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including 18 USC § 641, 793, 794, 798 & 952, and section 4(b) of the *Subversive Activities Act of 1950* (50 USC § 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this *Agreement* and are controlling.

ARTICLE 7 - TERM OF AGREEMENT, MODIFICATIONS & TERMINATION

7.1 Term of Agreement. This *Agreement* commences on the *Effective Date* of this *Agreement* and shall terminate at the expiration date identified above the signatures in Section III, *Signatures*, unless both parties hereto agree in writing to extend it further in accordance with paragraph 7.2. Expiration of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to expiration.

7.2 Modifications. Any change or extension within the scope of this *Agreement* as signed by the *Reviewing Official* may be made by *Modification*, which shall be entered into mutual

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written agreement signed by the parties' representatives authorized to execute this *Agreement*. Each *Modification* will be attached hereto, a copy of which must be forwarded to the *Reviewing Official* within thirty (30) days of the expiration of the *Agreement* prior to such *Modification*.

7.3 **Amendments.** Any change outside the scope of this *Agreement* as signed by the *Reviewing Official* may be made by Amendment, which shall be entered into by mutual written agreement signed by the parties' representatives authorized to execute this *Agreement* and executed by the *Reviewing Official*. Each *Amendment* will be attached hereto.

7.4 **Termination.** Either party may terminate this *Agreement* for any reason upon delivery of written notice to the other party at least thirty (30) days prior to expiration of this *Agreement*. The written notice shall specify an effective date of termination at least thirty (30) days after receipt by the other party. Termination of this *Agreement* shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this *Agreement*. In the event of termination by either party, each party shall be responsible for its own costs incurred through the effective date of termination, as well as its own costs incurred after the effective date of termination and which are related to the termination. If **USSOCOM SOF AT&L-ST** terminates this *Agreement*, it shall not be liable to **Collaborator** or its contractors or subcontractors for any costs resulting from or related to the termination, including, but not limited to, consequential damages or any other costs.

ARTICLE 8 - DISPUTES

8.1 **Resolution of Disputes.** All disputes arising out of or related to this *Agreement* will be resolved in accordance with this Article. The parties should attempt to resolve disputes between themselves. Resolution attempts must be documented and kept on file by the *Office of Research and Technology Application (ORTA)* for **USSOCOM SOF AT&L-ST**. Either party may refer in writing any dispute which is not disposed of by agreement of the parties to the *Reviewing Official* for decision.

8.2 **Decision by Reviewing Official.** The *Reviewing Official* must, within sixty (60) days of the receipt of the dispute, notify the parties of the decision. This decision shall be binding on the parties unless, within thirty (30) days from the date of receipt of such decision, either party submits to the *Reviewing Official* a written appeal addressed to the *ORTA*.

8.3 **Agency Decision.** The decision on the appeal of the *Reviewing Official* or his/her duly authorized representative is final and conclusive, subject to *Collaborator's* right to challenge such final agency decision in federal court, and nothing in this *Agreement* may be interpreted to deny or limit **Collaborator** the right thereafter to seek relief in U.S. Federal court.

8.4 **Continuation of Work.** Pending the resolution of any such dispute, work under this *Agreement* not subject to dispute may continue as specified in the *Joint Work Plan* and *Individual Work Plan(s)*.

ARTICLE 9 - REPRESENTATIONS

9.1 **USSOCOM SOF AT&L-ST.** **USSOCOM SOF AT&L-ST** hereby represents to **Collaborator** as follows:

9.1.1 **Mission.** The performance of the activities specified by this *Agreement* is consistent with the mission of **USSOCOM SOF AT&L-ST**.

9.1.2 **Authority.** USSOCOM SOF AT&L-ST has obtained, prior to the execution of this *Agreement*, all prior reviews and approvals required by law or regulation. The **USSOCOM SOF AT&L-ST** officials signing and executing this *Agreement* have the requisite authority to do so.

9.1.3 **Statutory Compliance.** USSOCOM SOF AT&L-ST, as required by 15 USC § 3710a(c)(4) and prior to entering into this *Agreement*, has: (1) given special consideration to entering into cooperative research and development agreements with small business firms and consortia involving small business firms; (2) given preference to business units located in the United States which agree that products embodying an *Invention Made* under this *Agreement* or produced through the use of such *Invention* will be manufactured substantially in the United States; and (3) in the case of any industrial organization or other person subject to the control of a foreign company or government, as appropriate, taken into consideration whether such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements.

9.1.3.1 **Foreign Ownership, Control, or Influence (FOCI).** In accordance with the USSOCOM Acquisition Executive memorandum dated 15 January 2015, subject: "Waiver of Prohibition Regarding Cooperative Research and Development Agreement with Company under Foreign Ownership, Control, or Influence," if the **Collaborator** is determined to be under FOCI, **USSOCOM SOF AT&L-ST**, including a **USSOCOM SOF AT&L PEO or Directorate**, and the **Collaborator** may enter into this CRADA only if the following conditions are met:

9.1.3.2 **Special Security Agreement (SSA).** A tailored FOCI mitigation agreement that preserves the foreign owner's right to be represented on the company's board (inside directors) with a direct voice in the business management of the company while denying the foreign owner unauthorized access to classified information (DoDM 5220.22, Vol 3, National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or influence (FOCI), 17 April 2014, Incorporating Change 1, 5 August 2020).

- (1) **USSOCOM SOF AT&L-ST**, including the relevant **USSOCOM SOF AT&L PEO or Directorate**, has met the requirements of 15 USC § 3710a(c)(4) ;
- (2) The **Collaborator** works in a research and development area that contributes to the needs and technology interest areas of USSOCOM and the SOF Enterprise;
- (3) The CRADA meets the requirements of Department of Defense Manual 5220.22, Volume 3 (DoDM 5220.22-V3), *National Industrial Security Program: Procedures for Government Activities Relating to Foreign Ownership, Control, or Influence (FOCI)*, and all references in that publication; and
- (4) The **Collaborator** must have an approved Special Security Agreement (SSA) in place for any classified CRADA work to be performed.

9.2 **Collaborator.** **Collaborator** hereby represents to **USSOCOM SOF AT&L-ST** as follows:

9.2.1 **Corporate Organization.** **Collaborator**, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of the State of [REDACTED].

9.2.2 **Statement of Ownership.** **Collaborator** is NOT a foreign owned or a subsidiary of a foreign owned entity. If the **Collaborator** is under FOCI, it must work in a research and development area that contributes to the needs and technology interest areas of USSOCOM and the SOF Enterprise, and, if the proposed work is classified, must have an approved SSA in place. **Collaborator** has the right to assignment of all *Inventions Made* and copyrightable works *Created* by its employees under this *Agreement*.

9.2.3 **Authority.** **Collaborator** official executing this *Agreement* has the requisite authority to enter into this *Agreement* and **Collaborator** is authorized to perform according to the terms thereof.

9.2.4 **Infringement.** The parties will not knowingly, without appropriate authorization or license agreement, infringe any third-party's *Intellectual Property* rights. Each party will immediately provide to the other party notification of any potential infringement under this *Agreement* upon receipt of a notice of infringement, or after otherwise becoming aware of any possible infringement of a third party's *Intellectual Property*.

9.2.5 **Lawful Compliance.** **Collaborator** will perform all activities under this *Agreement* in compliance with all applicable laws, regulations, and policies.

9.2.6 **Certification.** Neither **Collaborator** nor any of its principals are currently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from participating in transactions with the *Government*. **Collaborator** will promptly notify the *ORTA* and **USSOCOM SOF AT&L-ST** if such status changes during this *Agreement*.

ARTICLE 10 - LIABILITY AND LIMITATIONS

10.1 **Property.** No property or equipment may be furnished to the other party unless specifically identified in the *Joint Work Plan* and/or *Individual Work Plan(s)*.

10.1.1 All such property and equipment identified in the *Joint Work Plan* and/or *Individual Work Plan(s)* is furnished "AS IS" and the parties make NO EXPRESS OR IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE for any property or equipment furnished under this *Agreement*.

10.1.2 All Government property and equipment furnished to **Collaborator** must be returned to **USSOCOM SOF AT&L-ST** on or before the termination or expiration of this *Agreement*. **Collaborator** shall immediately return or provide immediate access to any *Government* property or equipment provided to it under this *Agreement* that is deemed essential for national security or mission needs at the absolute discretion of the *Reviewing Official*.

10.1.3 All property and equipment furnished to the receiving party, unless otherwise specified in the *Joint Work Plan* and/or *Individual Work Plan(s)*, shall be returned in the same condition in which it was received, wear and tear excepted.

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10.1.4 Each party shall retain title to all *Tangible Property* that is purchases during the period of this *Agreement*. **Collaborator** cannot take title to any *Government Tangible Property* under this *Agreement*. Consumables to be used under this *Agreement* are the property of the purchasing party until consumed.

10.2 **Intellectual Property.** The parties make NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, including the conditions of the research or any *Invention* or other *Intellectual Property*, or product, whether *Tangible Property* or intangible, provided, *Made, Created* or developed under this *Agreement*, or the merchantability, or fitness for a particular purpose of the research or any *Invention* or other *Intellectual Property*, or product. The parties further make no warranty that the use of any *Invention* or other *Intellectual Property* or product provided, contributed, *Made, Created* or developed under this *Agreement* will not infringe any other United States or foreign patent or other *Intellectual Property* right.

10.3 **DAMAGES.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

10.4 **No Waiver of Sovereign Immunity.** Notwithstanding any provision to the contrary, **Collaborator** understands that *Government* will not be liable to any party to this *Agreement*, whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death or for property damage or loss, arising in any way from this *Agreement*, including, but not limited to, the later use, sale or other disposition of research and technical developments, whether by resulting products or otherwise, whether *Made* or developed under this *Agreement* or contributed by either party pursuant to this *Agreement*, except as provided under the Federal Tort Claims Act (28 USC § 2671 *et seq.*) or other federal law where sovereign immunity has been explicitly waived.

ARTICLE 11 - GENERAL TERMS & PROVISIONS

11.1 **Disposal of Toxic or Other Waste.** **Collaborator** is responsible for either the removal or disposal from **USSOCOM SOF AT&L-ST** premises all additional toxic and hazardous materials and wastes over and above amounts or different from types which would be produced during operations at *Government* facilities in the absence of this *Agreement* or for the costs associated with such additional removal or disposal, if any. **Collaborator** must obtain at its own expense all necessary permits and licenses as required by local, state, and Federal law and regulation and will conduct such removal and disposal in a lawful and environmentally responsible manner. Notwithstanding the foregoing, **USSOCOM SOF AT&L-ST** shall immediately cease all work under *this Agreement* if any of its activities under *this Collaboration* create a risk of the release of additional toxic and hazardous materials and wastes over and above amounts or different from types which would be produced during operations of **USSOCOM SOF AT&L-ST** facilities in the absence of this *Agreement*.

11.2 **Force Majeure.** Neither party will be in breach of this *Agreement* for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform must promptly notify the other party and in good faith maintain such partial performance as is reasonably possible and resume full performance as soon as is reasonably possible.

11.3 **Relationship of the Parties.** The parties to this *Agreement* and their employees are independent contractors and are not agents of each other joint venturers, partners or joint parties to a formal business organization of any kind. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, nor representation as to any matter, and neither party will be bound by the acts or conduct of the other. Each party will maintain sole and exclusive control over its own

personnel and operations.

11.4 Publicity/Use of Name Endorsement. Any public announcement of this *Agreement*, *except where presenting to Congress and the Department of Defense*, must be coordinated between **Collaborator, USSOCOM SOF AT&L-ST** and the public affairs office supporting **USSOCOM SOF AT&L-ST**. By entering into this *Agreement*, neither **USSOCOM SOF AT&L-ST** nor the *Government* directly or indirectly endorses any product or service provided, or to be provided, by **Collaborator**, its successors, assignees, or licensees. The **Collaborator** may not in any way imply that this *Agreement* is an endorsement of any such product or service.

11.5 Publication. The parties agree to confer and consult with each other prior to publication or other public disclosure of the results of collaborative work under this *Agreement* to ensure that no *Background Technology, Invention Made* under this *Agreement*, or *Protected Information* is inappropriately released.

11.5.1 At least thirty (30) days prior to submitting a manuscript for publication or making a public disclosure, each party will submit to the other party a copy of such proposed publication or disclosure to allow the other party to submit objections to such publication or disclosure and to take suitable steps to secure *Intellectual Property* protection in a timely manner.

11.5.2 Where submission of a copy of the proposed publication or disclosure is limited by law or regulation or where such submission is impractical, the party proposing such publication or disclosure shall provide a summary or description of the relevant information subject to publication or disclosure.

11.5.3 Failure to object to such proposed publication or disclosure within ninety (90) days after such proposed publication or disclosure was received by the other party shall constitute assent to such publication or disclosure.

11.5.4 If a party objects to the release of the information on the grounds that the information is *Protected Information*, the disclosure shall be postponed until the information no longer meets the definition of *Protected Information* or is no longer covered by U.S. security laws or regulations.

11.5.5 Subject to the restrictions under paragraph 11.4, any such publication or other public disclosure of work under this *Agreement* must, unless waived by the other party in writing, include a statement to the effect that the project or effort was made in the performance of a Cooperative Research and Development Agreement with the other party to this *Agreement*.

11.6 Governing Law. The construction, validity, performance and effect of this *Agreement* will be governed, for all purposes, by the laws applicable to *Government*.

11.7 Waiver of Rights. Any waiver must be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, will not be deemed a waiver of any rights of any party hereto.

11.8 Entire Agreement. This *Agreement* represents the entire agreement of the parties and is the complete and exclusive statement of their agreement.

11.9 Severability. The illegality or invalidity of any provision of this *Agreement* will not impair, affect or invalidate the other provisions of this *Agreement*.

11.10 Survivability. All rights and responsibilities incurred under Section I, *Standard Terms and Conditions* shall survive the expiration or termination of this *Agreement*.

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11.11 **Assignment.** Neither this *Agreement* nor any rights or obligations of either party hereunder may be assigned or otherwise transferred by either party without the prior written consent of the other party.

11.12 **Controlled Information.** The parties understand that information and materials provided pursuant to or resulting from this *Agreement* may be export controlled or *Controlled Unclassified Information* and protected by law, executive order or regulation. Nothing in this *Agreement* may be construed to permit any disclosure in violation of these restrictions.

11.13 **Classified Information.** *Classified Information* may be submitted, received, discussed or transferred between the parties under this *Agreement*, as required by **USSOCOM SOF AT&L-ST**.

11.14 **Release of Data.** *Data* in the possession of **USSOCOM SOF AT&L-ST** that are not marked *Controlled Unclassified Information*, *Proprietary Information*, or *Restricted Access Information* must be released by **USSOCOM SOF AT&L-ST** where such release is required pursuant to a request under the Freedom of Information Act (FOIA) (5 USC § 552). **USSOCOM SOF AT&L-ST** shall protect *Data* that are properly marked *Sensitive Unclassified Information*, *Proprietary Information*, or *Restricted Access Information* from release under the FOIA for as long as the marked *Data* meet the definition of *Controlled Unclassified Information*, *Proprietary Information*, or *Restricted Access Information*. Prior to release of any such *Data*, **USSOCOM SOF AT&L-ST** shall promptly notify **Collaborator** of any request of *Data* of **Collaborator** regardless of whether the requested *Data* are marked *Proprietary Information*.

11.15 **Records.** The *ORTA* will maintain a record of this *Agreement*, including a signed copy of this *Agreement*, an archive of all *Background Technology* and *Protected Information* provided by either party which shall be used only for the purpose of documenting **USSOCOM SOF AT&L-ST's** obligations under this *Agreement*, and all formal notices received by or delivered to **Collaborator** under Article 12-"Notices," in accordance with 15 USC § 3710a(c)(6).

ARTICLE 12 - NOTICES

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

12.1 **Formal Notice.** Send formal notices under this *Agreement*, including copyright, invention and patent correspondence, by prepaid, certified U.S. Mail to:

USSOCOM/SOF AT&L-ST
Attn: Mr. Vincent Seiferd
7701 Tampa Point Blvd
MacDill AFB, FL 33621-5323

[Redacted]
Attn: [Redacted]
[Redacted]
[Redacted]

With copy to (optional):

Attn: [Redacted]
[Redacted]
[Redacted]

12.2 **Technical Matters.** Send correspondence on technical matters by prepaid ordinary U.S. Mail to:

USSOCOM/SOF AT&L-ST Attn:
Mr. Vincent Seiferd
7701 Tampa Point Blvd
MacDill AFB, FL 33621-5323
Phone: 813-826-7004 (DSN: 299)
E-mail: vincent.seiferd@socom.mil

[Redacted]
Attn: [Redacted]
[Redacted]
[Redacted]
Phone: [Redacted]
E-mail: [Redacted]

SECTION II
JOINT WORK PLAN

**Development of Special Operations Peculiar Technologies
to Bridge USSOCOM Technology Interest Areas**

ARTICLE A-PROJECT DESCRIPTION

The Science and Technology Directorate within the Special Operations Forces Acquisition, Technology, and Logistics Center (**SOF AT&L-ST**) is an element of Headquarters, U.S. Special Operations Command (HQ USSOCOM) with a mission to enable a Special Operations Force (SOF), empowered with the newest technologies and capabilities, and able to operate in any environment, work effectively with partners, and defeat all adversaries. **USSOCOM SOF AT&L-ST** conducts research, development, test and evaluation activities through the execution of applied research and advanced technology development efforts and facilitates the development of SOF peculiar technologies by industry and Government partners through the use of CRADAs and funded projects.

This CRADA addresses the development of Special Operations peculiar technologies to meet technology capability shortfalls. **USSOCOM SOF AT&L-ST** receives technology needs from a variety of sources to include the National Defense Strategy (NDS), USSOCOM Commander's Capabilities and Programming Guidance (CPG) SOF Modernization focus areas for the creation of future capabilities, USSOCOM Science & Technology Council technology interest areas and project submissions, Program Executive Office (PEO) Technology Insertion Roadmaps (TIR), lessons learned, and other sources. The purpose of this CRADA is to provide a framework to convey technology needs to the **Collaborator** and to allow the development of SOF peculiar technologies and systems to meet USSOCOM technology interest areas.

ARTICLE B-OBJECTIVES

B.1 CRADA Objective. The objective of this *Agreement* is to provide a foundation for cooperative work between **USSOCOM SOF AT&L-ST** and associated *Government* agencies, and **Collaborator** to develop innovative technologies, materials, components, material combinations, software, modeling, simulations, and systems for SOF applications. The overall goal for this effort is to provide enhanced operational capability to USSOCOM Components through the development of novel solutions and technologies.

B.2 Benefit to USSOCOM SOF AT&L-ST. The benefit to **USSOCOM SOF AT&L-ST** for this effort is enhanced capability to the SOF operator through increased collaboration and leveraging of the internal research and development funds of the **Collaborator**. Through the interaction and cooperation authorized by this CRADA, **USSOCOM SOF AT&L-ST** will be able to provide guidance to **Collaborator** to develop technologies tailored for SOF needs.

Additionally, this *Agreement* enables **USSOCOM SOF AT&L-ST** to communicate information such as threats, requirements, and priorities at the classified level to **Collaborator**.

B.3 Benefit to Collaborator. Through this *Agreement*, **Collaborator** will benefit from direct guidance and interaction with **USSOCOM SOF AT&L-ST** regarding SOF technology needs. **Collaborator** will better understand the *Government's* needs, allowing the alignment of their core competencies with appropriate technologies resulting in increased SOF capability.

Additionally, this *Agreement* enables **Collaborator** to receive information, feedback, data sets, use of *Government* Furnished Equipment (GFE) (to include software), access to specialized facilities, and security billets to facilitate the **Collaborator's** ability to support SOF technology needs through focused internal research and development investment.

B.4 Estimate of Benefit. This effort represents an opportunity for the *Government* to pass information and guidance to enable the **Collaborator** to provide solutions that better meet *Government* needs resulting in enhanced performance. By leveraging industry internal research and development, it is expected that SOF will acquire additional technologies at reduced cost and schedule. This advantage is crucial in the current resource constrained environment.

SOF operators frequently execute missions of strategic importance to the national interest and provide a unique and limited resource representing a significant investment by the government in training and equipment. The enhanced capability developed through this CRADA could provide significant benefits through an increased probability of success for SOF missions, preservation of SOF life, and provide corresponding economic savings.

ARTICLE C-PARTIES AND OTHER PARTICIPANTS

C.1 Relationship of Parties. This CRADA represents an alignment of the two organizations that brings together the capability to develop technologies and materiel solutions with USSOCOM's need for the capability and operational understanding of the desired characteristics for any materiel solution.

USSOCOM has a need for novel technologies, materials, and systems that can be applied to SOF peculiar technology interest areas to provide enhanced capability to the SOF operator. The **Collaborator** has specific scientific and technological expertise that can be used to address these technology interest areas and a willingness to expend internal resources for that purpose.

The purpose of this CRADA is not to establish a basis for sole source; instead the intent is to develop novel solutions that would then be evaluated in the future versus other alternative approaches. This CRADA shall not preclude the **Collaborator** from participating in future source selections; instead it is the intent that solutions developed in this USSOCOM CRADA effort would participate in source selection competitions to provide options for procurement of the enhanced capability.

A similar CRADA will be offered to any potential industry partner with similar qualifications that is willing to leverage internal resources for research and development of technologies to meet SOF needs.

If the CRADA is conducted with a **Collaborator** under FOCI, then classified, critical unclassified, and export restricted information and technology shall be handled within the United States-only channels established in the approved Special Security Agreement (SSA) in place.

C.2 Other Participants. It is anticipated that other *Government* agencies, such as USSOCOM component science and technology offices, combat development offices, service labs, Department of Energy labs, and other federal agencies, may contribute to this cooperative *Agreement*. This may include, but is not limited to, providing subject matter or operational expertise, collaborative development, conducting test and evaluation, conducting military utility assessments, and conducting independent and/or complementary material/system development. *Government* systems engineering

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and technical assistance (SETA) support contractors may also be used by **USSOCOM SOF AT&L-ST** in support of this effort. In the event that the support contract governing the SETA support personnel does not already include appropriate protections for the intellectual property or proprietary data of the **Collaborator**, nondisclosure agreements will be used to protect intellectual property. Any use of *non-Government* participants will be agreed upon by both the **USSOCOM SOF AT&L-ST** and the **Collaborator** in advance of the inclusion of that participant in this effort.

C.3 Individual Work Plans. An *Individual Work Plan* supporting this JWP is required and will be coordinated between **Collaborator** and an individual USSOCOM SOF AT&L PEO or Directorate to further define technical tasks of the *Joint Work Plan* in accordance with Article D. The IWP cannot exceed the scope of this *Joint Work Plan*. The approval for the *Individual Work Plan* scope will be at the USSOCOM SOF AT&L PEO/Director level. Any additional *Individual Work Plan* entered subsequent to the *Effective Date* of this *Agreement* shall be processed as a modification in accordance with Article 7-"Term of Agreement, Modifications & Termination."

Any *Individual Work Plan* written for a CRADA with a **Collaborator** under FOCI must include a statement that classified, controlled unclassified, and export restricted information and technology shall be handled within the United States-only channels established in the approved SSA in place. Upon completion of United States-only activities and/or pursuant to foreign participation, disclosure and technology transfer laws and policy shall be followed.

ARTICLE D-TECHNICAL TASKS

D.1 USSOCOM SOF AT&L.

D.1.1. Host a kickoff meeting with **USSOCOM SOF AT&L**, Program Managers (PMs), scientific personnel, users, and **Collaborator** SMEs as needed to review capability needs and assess potential technology solutions. Kickoff meeting will occur at **USSOCOM SOF AT&L**.

D.1.2. Host regularly scheduled meetings with **Collaborator** SMEs to review capability needs, determine current maturity level and performance of the **Collaborator's** technologies, and assess potential future technology approaches. Meetings may utilize web, video, or telephone technologies rather than necessarily being in person.

D.1.3. Invite **Collaborator** representatives to participate in regularly-scheduled **USSOCOM SOF AT&L** reviews where **Collaborator** can provide value. **Collaborator** will not receive any preferential information or treatment for current or planned solicitations (no extra resources required), or any other such information, which could be construed to raise any perceived OCI concerns.

D.1.4. Provide other assistance, as required, to assist in the guidance, facilitation, and evaluation of collaborator's development of SOF peculiar technologies, systems, and materiel solutions.

D.1.5. Provide **Collaborator** with DD Form 254s, as required to support specific project plans.

D.1.6. Provide **Collaborator** current and future updates to prioritized technology interest areas for USSOCOM, component commands, and regional theater commands, as required.

D.1.7. Provide **Collaborator** access to operational, technical, and programmatic SMEs, as required to support specific project plans.

D.1.8. Provide **Collaborator** sponsorship for certifications (National Security Agency, Test and Evaluation, etc.) and test events, as required to support specific project plans.

D.2 **Collaborator.**

D.2.1. Attend kickoff meeting (**Collaborator** SMEs).

D.2.2 Participate in regularly-scheduled meetings to review capability needs, inform **USSOCOM SOF AT&L** of current maturity level and performance of **Collaborator** technologies, and assess potential future technology approaches.

D.2.3. Participate in regularly-scheduled **USSOCOM SOF AT&L** reviews where the **Collaborator** can provide value and will not receive any preferential information or treatment for current or planned solicitations.

D.2.4. As desired by the **Collaborator**, initiate or continue IR&D projects to further the development of SOF peculiar technologies based on input and guidance from **USSOCOM SOF AT&L** (e.g. technology needs, sensors of interest, performance requirements, concept of operations, etc.).

D.2.5. Submit specific project plans to USSOCOM SOF AT&L-ST to be considered for execution under this CRADA.

ARTICLE E-BACKGROUND TECHNOLOGY

E.1 **Intellectual Property.** The *Government* will have no rights (other than use strictly for performing work under this *Agreement*) to *Background Technology* regardless of whether it is improved, refined or otherwise further developed under this *Agreement*. *Background Technology* may only be released to those having a need for the information in connection with their duties under this *Agreement*. The specific listing of *Background Technology* (e.g., trade secrets, copyrighted material, trademarks, patents and patent applications, etc.) will be detailed in individual project plans.

E.2 **Marking of *Background Technology*.** All *Background Technology* will be identified as such with a marking. For example,

[REDACTED]-BACKGROUND TECHNOLOGY

The right to use, modify, reproduce, release, perform, display, disclose or dispose of information revealed herein is restricted to evaluation purposes only under CRADA No. USSOCOM-ST-24-01-[REDACTED]. If you are not permitted to receive this information under that Agreement, you must immediately return it to an authorized representative. The reproduction of any information marked with this legend, or any portion thereof, must be authorized under that Agreement and must be marked with this legend.

ARTICLE F- - DELIVERABLES

F.1 **Property and Equipment.** . All property or equipment furnished by either party to the other party under this Agreement will be as described in the *Individual Work Plan*. The *Individual Work Plan* will describe all property and equipment to be furnished under the CRADA and also establish, for each item, the date of purchase or approximate age of the item, approximate value, who will be responsible for the transportation/cost of furnishing the item, when it will be transferred, and when it will be returned and who is responsible for returning the item, if applicable.

F.2 **Reports.** Semi-annual reports will be prepared by both **USSOCOM SOF AT&L** and **Collaborator** while the CRADA remains active. The reports will be in a standard "Memorandum for Record" format, citing accomplishments, impact/benefit of accomplishments for both parties, issues, materials developments, test results, updated guidance/threat assessments (from **USSOCOM SOF AT&L**), and lessons learned over the previous six month period.

F.3 **Other Deliverables.** Other deliverables may include additional reports, technical analyses, or studies; material samples; modeling results; prototype materials; and prototype systems or similar items developed through the efforts of this CRADA and the particular project plan.

ARTICLE G-MILESTONES

- Kickoff meeting approximately one month after the CRADA is signed by both parties.
- Joint USSOCOM/**Collaborator** In-Progress Reviews; regularly-scheduled.
- CRADA Report of Accomplishments, semi-annually with the first report due seven months after the execution of this *Agreement*.

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U.S.SPECIAL OPERATIONS COMMAND
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
SCIENCE & TECHNOLOGY DIRECTORATE,
SPECIAL OPERATIONS FORCES ACQUISITION, TECHNOLOGY, AND LOGISTICS

CRADA NUMBER USSOCOM-SOF AT&L-ST-24-01- [REDACTED]

Development of Special Operations Peculiar Technologies
to Bridge USSOCOM Technology Interest Areas

SECTION III
SIGNATURES

I. Expiration. This *Agreement* expires 60 months from the *Effective Date* unless duly modified in accordance with paragraph 7.2 and attached hereto.

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

USSOCOM

Science & Technology Directorate

1/18/2024

X Lisa R. Sanders

Lisa R. Sanders

Director / SOF AT&L-S&T

Signed by: SANDERS.LISA.R.1230317468

7701 Tampa Pt Blvd
MacDill AFB, 33621-5323
E-mail: lisa.sanders@socom.mil
Phone: (813) 826-9914 (DSN: 299)

E-mail: [REDACTED]

Phone: [REDACTED]

Date: [REDACTED]

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U.S. SPECIAL OPERATIONS COMMAND
COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
SCIENCE & TECHNOLOGY DIRECTORATE,
SPECIAL OPERATIONS FORCES ACQUISITION, TECHNOLOGY, AND LOGISTICS

CRADA NUMBER USSOCOM-SOF AT&L-ST-24-01-

**Development of Special Operations Peculiar Technologies
to Bridge USSOCOM Technology Interest Areas**

REVIEWED AND APPROVED BY USSOCOM REVIEWING OFFICIAL

Lisa Sanders, DISL

Name of USSOCOM Reviewing Official

Director, SOF AT&L S&T

Title

1/18/2024

X Lisa R. Sanders

Signed by: SANDERS.LISA.R.1230317468