

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT FOR  
MATERIAL TRANSFER**

This Agreement is entered into under the authority of the Technology Transfer Act of 1986, as amended. The Parties of this Agreement are:

**The Walter Reed Army Institute of Research**

503 Robert Grant Avenue  
Silver Spring, Maryland 20910-7500  
(Provider)  
and

(Recipient)

With respect to the Provider furnishing the following research materials:  
\_\_\_\_\_ (Materials) and/or  
information relating to them, including data (Information) generated under this  
Agreement, the Parties agree as follows:

1. Recipient agrees that the Materials and/or Information will be used for the following research purpose only:

\_\_\_\_\_  
\_\_\_\_\_. The Materials and/or Information shall not be sold, offered for sale, used for commercial purposes, or be furnished to any other party without advance written approval from the Provider's official signing this Agreement or from another official to whom the authority has been delegated, except in accordance with clause 11 of this Agreement, and any use of furnishing of the Material shall be subject to the restrictions and obligations imposed by this Agreement

2. The purpose of this Agreement is the provision of the Materials and/or Information; no further collaboration is contemplated. Any intellectual property rights to the Materials in existence prior to this Agreement, or potential rights, such as issued patents, patent applications or invention disclosures are retained by the Provider. Any invention patentable under U.S. patent law that is conceived or first reduced to practice under the Agreement shall be owned by the party entitled to ownership under U.S. patent law. The Recipient agrees to grant an exclusive license to the Provider to any invention arising under this Agreement to which it has ownership in accordance with Title 15 U.S. Code Section 3710a, on terms negotiated in good faith. Any invention arising under this Agreement is subject to the retention by the U.S. Government of a nonexclusive, irrevocable, paid-up license to practice or have practiced, the invention throughout the world by or on behalf of the U.S. Government.
3. The Parties shall maintain in confidence all Information relating to these Materials and shall not disclose Information to other without specific written permission, in

advance, unless required by law. In any event, the Parties agree to promptly communicate any third party request for information

4. When the Materials or Information are not longer being used for research purposes, in accordance with this Agreement, all Materials will be destroyed, returned to a place designated, retained in the Recipient's repository, or handled in another manner as directed in writing by the Provider.
5. The Recipient agrees to report in a timely manner the results of any research with the Material and its product to the Provider. If requested, Recipient agrees to provide all data supporting research results to the Provider.
6. The Materials are provided as a service to the research community. They are provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. No indemnification for any damages is intended or provided under this Agreement. Each Party shall be responsible for any damages it incurs as a result of its activities under this Agreement.
7. Recipient shall accept full responsibility for the safety of the Research Project and assure the Research Project will be performed in accordance with all Federal, State and local laws, rules and regulations. Where applicable, each Party agrees to abide by all laws, rules, and regulations governing biological select agents and toxins.
8. In all oral or written publications concerning the research done or to be done by the Recipient with the provided Materials, Provider's contribution is to be expressly noted, by either acknowledgement or co-authorship, as appropriate. For the purpose of restricting any disclosure of Provider's confidential information, Recipient will send proposed publications to Provider for review. Provider will return comments or suggested revisions to the proposed publication to the Recipient within thirty (30) calendar days of receipt by Provider.
9. If the Parties decide to collaborate on research using the Material, then a new Cooperative Research and Development Agreement will be negotiated which defines the extent of the collaboration between the Parties.
10. The non-Federal Party to this Agreement agrees to make no claim or inference regarding this Agreement, the Materials or its products which implies governmental endorsement or recommendation.
11. This Agreement shall be construed in accordance with the laws of the United States Government.
12. The obligation of the parties to transfer technology to one or more other parties, provide technical information and reports to one or more other parties and otherwise perform under this Agreement are contingent upon compliance with applicable United States Government export control laws and regulations. The transfer of certain technical data and commodities may require a license from a cognizant agency of the United States Government or written assurances by the Parties that the Parties shall not export technical data, computer software, or certain commodities to specified foreign countries without prior approval of an appropriate agency of the United States Government. The Parties do not, alone or collectively, represent that a license shall not be required, nor that, if required, shall be issued. In addition, if applicable, Parties to this Agreement will comply with 42 CFR, section 72, entailing Interstate Shipment of Etiologic Agents.

13. The Provider may terminate this Agreement unilaterally at any time by giving the Recipient written notice.

This Agreement is effective as of the last date of signature of all authorized officials of the Parties and shall be effective for two (2) years. The person signing this Agreement on behalf of the Recipient represents that he/she has the authority to bind the Recipient to the terms of this Agreement.

For: \_\_\_\_\_

\_\_\_\_\_  
(Please type in name and title)

\_\_\_\_\_  
Date

For: **United States Government**

\_\_\_\_\_  
Charles E. McQueen  
Colonel, U.S. Army  
Director, Walter Reed Army Institute of Research

\_\_\_\_\_  
Date