

**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
FOR MATERIAL TRANSFER**
Between
THE WALTER REED ARMY INSTITUTE OF RESEARCH (WRAIR)
Washington, DC
and

This Agreement is entered into under the authority of the Technology Transfer Act of 1986, as amended. The parties of this Agreement are [Full Name and Mailing Address of Providing Organization]: _____ ("Provider"), and the **Walter Reed Army Institute of Research**, 503 Robert Grant Avenue, Silver Spring, MD 20910-5100 ("Recipient").

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

1. Recipient agrees that the Materials and Information will be used for noncommercial research purposes only. The Materials and/or Information shall not be sold, offered for sale, or 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 such use or furnishing of Material shall be subject to the restrictions and obligations imposed by this Agreement.
2. The purpose of this Agreement is the provision of materials and information; no collaboration is contemplated. However, if the parties decide to collaborate further on research using the Materials, then a new Cooperative Research and Development Agreement (CRDA) will be executed which more precisely defines the extent of collaboration of the parties.
3. Any intellectual property rights to the Materials in existence prior to this Agreement, such as issued patents, filed patent applications or demonstrable trade secrets are retained by the Provider. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice solely by employees of one of the parties under this Agreement shall be owned by the party making the invention. Any invention patentable under U.S. patent law which is conceived or first actually reduced to practice jointly by employees of both parties to this Agreement shall be jointly owned by the parties. The Recipient, on behalf of the U.S. Government, agrees to grant an exclusive license to any invention in which Recipient has ownership rights under this Agreement to Provider in accordance with Title 35, U.S. Code, Section 209, and on terms negotiated in good faith and subject to the reservation 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.
4. Each party shall maintain in confidence the other party's Information relating to these Materials. Neither party shall disclose the other party's Information to others without the specific written permission, in advance, of the other party, unless required to by law. In any event, the parties agree to promptly communicate to each other any third party request for Information.
5. When Materials and Information are no 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.
6. Recipient agrees to report in a timely manner the results of any research with the Material and its products to the Provider. If requested, Recipient agrees to provide all data supporting such research to the Provider.

7. 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, express 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.

8. In all oral or written publications concerning the research done or to be done by 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 the edited proposed publications to Recipient within thirty (30) calendar days of their receipt by Provider.

9. 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.

10. This Agreement shall be construed in accordance with the laws of the United States Government.

11. The Material(s) may be screened, at the discretion of Recipient, by one or more of Recipient's laboratories, affiliated laboratories, or contract testing laboratories; they will not be provided to the laboratories of any other company in the pharmaceutical or chemical industries without permission of the Provider, notwithstanding any other provision of this Agreement.

12. 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 from this Agreement.

This Agreement is effective as of the last date of signature of all authorized officials of the parties and shall be effective for _____ (____) years.

For _____:

(Signature)

(Typed or Printed Name)

(Title)

DATE: _____

FOR WALTER REED ARMY INSTITUTE OF RESEARCH:

Daniel L. Jarboe
Colonel, U.S. Army
Director

DATE: _____