



NDIA Executive Forum

CRADA Brief

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What is a CRADA?

CRADA:

Cooperative Research and Development Agreement

An agreement between one or more Federal labs and one or more non-Federal parties to conduct specified research or development efforts consistent with lab mission(s).

- ▼ 1980 Stevenson-Wydler Act
 - Effectively established Technology Transfer/ORTA in the Government
- ▼ 1986 Federal Technology Transfer Act
 - Allow and encourage federal laboratories to play a role in the development of the U.S. commercial technology base by providing government technology and expertise in key areas where the laboratories have their core competencies
- ▼ 1989 National Competitiveness Technology Transfer Act
 - Modified CRADAs in a manner that fosters competitiveness of US Industry
- ▼ 1995 National Technology Transfer Advancement Act
 - Amended the Stevenson-Wydler Act to ensure sufficient IP rights for commercialization
- ▼ 2000 Technology Commercialization Act
 - Broadened CRADA purposes to include government pre-existing IP

CRADA Benefits

- ▼ Provides all parties access to resources, personnel, equipment
 - Also allows SSC Pacific to receive funds
 - Shared costs for R&D
- ▼ Enables development of new capability, technology, IP
- ▼ Provides legal coverage to discuss/share information
 - The primary legal mechanism for DoD to offer the option to license in advance of an invention
 - Reasonable confidentiality requirements and delays in dissemination of research results are permitted under a CRADA, as necessary, in order to protect proprietary materials and intellectual property rights.
- ▼ Relatively fast agreement/path

CRADA Framework

- ▼ CRADA partners can come from the private sector, academia, and state or local government.
- ▼ The CRADA is a legal agreement, but not a procurement contract or cooperative agreement; not governed by the FAR.
- ▼ Both SSC Pacific and the partner can provide facilities, equipment, information, and personnel. The partner can provide funds to SSC Pacific, not vice versa
- ▼ Specified area/topic of research, within our mission area
- ▼ Intellectual Contributions, or contribute essential materials/resources
- ▼ Initial duration is up to four (4) years. Duration can be extended.
- ▼ May be used in all aspects of a product and/or system life cycle where RDT&E activities occur

▼ Conflict of interests

- Other contracts/agreements in place
- Govt researchers position

▼ Fair Access/Unfair competitive advantage

- We ensure fair access to collaboration, the licensing, and scientific expertise. We are required to give special consideration to small business and preference to entities located in the U.S. and agree to manufacture in the U.S. products developed under the CRADA.
- Fair access to CRADAs is not synonymous with the term "open competition," as defined for contracts and small purchases.

▼ Balance

- We consider the possibility that the level of confidentiality associated with that CRADA project might, on balance, inappropriately impair the degree of openness necessary to maintain effective scientific communication and to serve the public interest.

CRADAs should *not* be used if:

- ▼ The benefit is only to one party.
- ▼ The proposed work is not collaborative in nature.
 - The proposed work only involves the use of a test facility or range.
 - SSC Pac is providing only the sale of services.
 - This could fall under another vehicle, such as work for private party/CSA
- ▼ A contract is already in place for the same type of work. Or could be perceived as an unfair advantage on an upcoming acquisition
- ▼ CRADAs which in any way attempt to unreasonably restrict or constrain scientific interaction or the dissemination of research information will not be approved.

1. Contact

- a. Initial concept/SOW
- b. Orientation Meeting

2. Inform/socialize

- a. Legal, Contracts, Chain of Command, and under certain conditions BPM (If funds in) and CO Decision Memo (if unique)

3. Collate/build

- a. Draft CRADA, SME Review, Collect/adjudicate/incorporate repeat as necessary

4. Final Stages

- a. Final Routing, Announce/Inform, Send to ONR
- b. Wrap Up

Many variables, target is 30 days

Special Considerations

- ▼ Foreign ownership, control, or influence
- ▼ Export controlled or militarily critical technology
- ▼ Related contracts or other agreements
- ▼ Use of sub-contractors
- ▼ Classified information / security requirements
- ▼ Hazardous materials
- ▼ Human subjects
- ▼ Animal subjects
- ▼ Radioactive material
- ▼ Information assurance
- ▼ National Environmental Policy Act

Types of CRADAs

- ▼ Standard CRADA
- ▼ Limited Purpose CRADA (LP-CRADA)
 - Typically used for the temporary loan for RDT&E purposes.
- ▼ Non-Standard CRADA
 - Three partners (3rd can be another Federal entity or not), FOCl entity, SBIR funds, MCT or classified information, Changes to the standard language or Task Order CRADA

What is in a CRADA?

- ▼ Navy standard language
 - Intellectual Property (IP)
 - Liability
 - Representations & Warranties
 - Security Regulations (Classified Data, MCT)
 - Tangible Property
 - Termination
- ▼ Provisions specific to each collaboration
 - Objectives
 - Funding
 - Reporting Requirements
 - Statement of Work

Some CRADA Descriptions

CRADAs

Bioacoustic Measurements

Naval Applications of Augmented Reality

Dark Contact Detection and Tracking

Infrasonic Sensing in the Maritime Environment

LP-CRADAs

Loan out of Ship Detection System Software to support evaluation of licensing

Loan out of a track-kit for a two-wheeled balancing robotic platform to support evaluation of licensing

Loan in of a web-based application programming interface (API) kit for a door controller

Loan in of a prototype 3D MEMS laser detection and ranging (LADAR) imaging sensor

Loan in of a "wearable" computer

Loan in of equipment to support the Common Optical Distribution Architecture (CODA) Lab

Questions and Contact

▼ Questions?

▼ Contact:

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