

A COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

Between

("XXXX")

and

WALTER REED ARMY INSTITUTE OF RESEARCH

503 Robert Grant Avenue
Silver Spring, MD 20910-7500
("WRAIR")

A. Whereas, the Federal Technology Transfer Act of 1986, 15 USC 3710a, provides each Federal agency with the authority to permit the Directors of Government-operated Federal Laboratories to enter into cooperative research and development agreements (CRDAs) with Federal and non-Federal entities, including private firms and organizations. This authority allows Federal laboratories to accept, retain, and use funds, personnel, services, and property from collaborating parties and to provide personnel, services, and property to collaborating parties. This authority also includes the disposition of patent rights in any inventions which may result from such collaboration, or by delegation of the Assistant Secretary of the Army for Research, Development and Acquisition, other patent rights which are owned by the Government.

B. Whereas, WRAIR and XXXX desire to collaborate in "Research and Development on _____ [title of cooperative research project] _____".

C. Whereas, Title 41 Code of Federal Regulations 304 governs the acceptance of payment from non-federal sources for travel expenses and is the authority for receipt of in-kind travel expenses contemplated under this Agreement.

NOW, THEREFORE, the parties agree as follows:

Article 1. Definitions

As used in this Agreement, the following terms shall have the following meanings and such meanings should be equally applicable to both the singular and the plural forms of the terms defined:

1.1 "Agreement" means this Cooperative Research and Development Agreement.

1.2 "Invention" means any invention or discovery which is or may be patentable or otherwise protected under Title 35 of the United States Code.

1.3 "Made" in relation to any Invention means the conception or first actual reduction to practice of such Invention.

1.4 "Proprietary Information" means information marked with a proprietary legend which embodies trade secrets developed at private expense or which is confidential business or financial

information provided that such information:

(i) is not generally known or available from other sources without obligations concerning their confidentiality;

(ii) has not been made available by the owners to others without obligation concerning its confidentiality; and

(iii) is not already available to the Government without obligation concerning its confidentiality.

1.5 "Subject Data" means all recorded information first produced in the performance of this Agreement.

1.6 "Subject Invention" means any invention Made in the performance of work under this Agreement.

[Use this paragraph if required by Para 2.4 below: 1.7 "Third Party Employment Agency(s)" or "TPEA" means any employment agency that is hired by the non-government party to this Agreement. The purpose of the TPEA is to hire appropriate employee personnel to work in WRAIR facilities in accordance with the provisions of this Agreement. The TPEA is solely an employment agency, and the individuals hired by the TPEA are solely employees of the TPEA. The TPEA or its employees have no other contractual agreements with any of the parties to this Agreement, except that WRAIR will enter into an agreement with the TPEA which will specify the relationship of the TPEA and its employees with the WRAIR, including the ownership interests of WRAIR in Subject Inventions.]

Article 2. Sponsored Research

2.1 Scope of Work. Sponsored research performed under this Agreement shall be performed in accordance with the Statement of Work (SOW), incorporated as a part of this Agreement at Appendix A.

2.2 Review of Work. Periodic conferences shall be held between WRAIR and XXXX personnel for the purpose of reviewing the progress of the work. It is understood that the nature of this sponsored research is such that completion within the period of performance specified, or within the limits of financial support allocated, cannot be guaranteed. Accordingly, it is agreed that all sponsored research is to be performed on a best efforts basis.

2.3 Principal Investigator(s). Any work required by WRAIR under the SOW will be performed under the direction of [name and position of individual] who, as co-principal investigator, has responsibility for the scientific and technical conduct of this project on behalf of WRAIR. Any work required by XXXX under the SOW will be performed under the direction of [name and position of individual] who, as co-principal investigator, has responsibility for the scientific and technical conduct of this project on behalf of XXXX.

[Alternative Paragraph #1 2.4 Employee Assignment. XXXX agrees to delegate or hire an employee who will work at WRAIR facilities and will be dedicated exclusively to the performance of work under this Agreement. The selection of the specific individual for employment will be by mutual agreement between the parties. The individual will be solely an employee of XXXX and, in performing the work under this Agreement, will not be acting as an employee of the U. S. Government, nor will the individual be entitled to any of the entitlements or benefits which normally accrue to U.S. Government employees, but will be bound to those entitlements and benefits according to the employment contract

with XXXX. This individual will be a [technician, senior technician, post-doctoral, junior or senior scientist etc.] level employee who will be assigned exclusively to work at WRAIR for a period of at least one (1) year after being assigned. It is understood by XXXX and WRAIR that this is a commitment of an employee for a minimum of one (1) year (at a salary level to be paid by XXXX of approximately \$ _____ per year) and that such employee is required for the performance of the work. WRAIR agrees to assign direction of the activities of the employee to the WRAIR co-principal investigator and to provide the employee access to those WRAIR facilities and resources necessary for the accomplishment of the SOW, consistent with the WRAIR's security and internal management policies. XXXX agrees to continue the employment of said individual as an employee of XXXX assigned exclusively to WRAIR for the minimum of one (1) year, even if this Agreement is terminated as specified elsewhere in this Agreement.] (Use this paragraph if the CRDA partner is going to hire personnel directly to work in WRAIR facilities)

_____ [Alternative Paragraph #2: 2.4 Employee Assignment. XXXX agrees to provide funds for the employment of the individuals described in Appendix B of this Agreement. The funds will be provided to a Third Party Employment Agency (TPEA) which will arrange for the employed individuals to be assigned to work at WRAIR. WRAIR and XXXX will mutually agree to the suitability of candidates before they are hired to work in WRAIR facilities. These employees will perform work that is relevant to and in keeping with the mission of the WRAIR. These employees will perform work under the direction of the Chief, Department of _____, WRAIR. It is agreed by all parties that these personnel are the employees of the TPEA, and are not the employees of XXXX. These employees will not be acting as employees of the U.S. Government, nor will they be entitled to any of the entitlements or benefits which normally accrue to U.S. Government employees. Each employed individual will be bound to those entitlements and benefits according to their employment contract with the TPEA. These individuals, namely (1) a _____, (2) a _____, (3) a _____, and (4) a _____ will be the perform work in accordance with the criteria set forth in Appendix B. It is understood by WRAIR and XXXX that this is a commitment of XXXX to provide the TPEA with sufficient funds to employ (this)(these) individuals for the extent of the term of this Agreement, and that such employees are required for the performance of work at WRAIR. WRAIR agrees to assign direction of the activities of the employee(s) to the WRAIR co-principal investigator, and to provide the employees access to those WRAIR facilities and resources necessary for the accomplishment of the SOW of this Agreement and consistent with the WRAIR's security and internal management policies. XXXX agrees to assure the funding for the hiring of the TPEA employees for a period of ____ years, unless this Agreement is terminated as specified elsewhere in this Agreement.] (Use this paragraph if the CRDA partner is going to hire personnel through a TPEA to work in WRAIR facilities)

2.5 **Scope Change.** If at any time the co-principal investigators determine that the research data dictates a substantial change in the direction of the work, the parties shall make a good faith effort to agree on any necessary change(s) to the SOW and make the change(s) by written notice.

2.6 **Final Report.** The parties shall prepare a final report of the results and achievements of this research collaboration within six months after completing the SOW.

Article 3. Financial Obligation

Note: Use the following 2 paragraphs if the collaborating party is not providing funds to WRAIR

3.1 Funding. The parties shall each be individually responsible for funding its own respective researchers throughout this Agreement, including laboratory facilities, salaries, overhead and indirect costs, etc. Each party may determine at its own discretion, the amount of resources, personnel, materials or funds it will devote to the work under this Agreement.

_____ 3.2. Expenses The parties shall each be individually responsible for expenses incurred by their respective researchers. Neither party shall be liable or obligated to any third party contractual agreement undertaken by the other party.

Note: Use the Following 4 paragraphs if the other party is providing funds to WRAIR

_____ 3.1. Performance Condition The continued performance of research by WRAIR under this Agreement is conditioned on the advance payment by XXXX of WRAIR's (full)(partial) cost for the performance of the research. WRAIR shall not be obligated to perform any of the research specified herein or to take any other action required by this Agreement if the agreed to funds are not deposited as required by this Article.

_____ 3.2. Deposit Account XXXX shall reimburse WRAIR a total of \$_____ for the performance of the research specified by Article 2. Such funds shall be deposited in Department of the Army Special Collaborative Agreement Account No. _____ [to be named] as follows:

_____ \$_____ to be deposited upon the execution of this Agreement;

_____ \$_____ to be deposited _____ days after the execution of this Agreement;

_____ \$_____ to be deposited _____ days after the execution of this Agreement;

_____ \$_____ to be deposited _____ days after the execution of this Agreement.

[_____ 3.3. Service Center Costs It is understood and agreed by the parties that eighteen percent (18%) of the amount stated in Article 3.2 above is designated to reimburse WRAIR for administrative and management costs for the performance of the research stated herein.]

[_____ 3.3. Service Center Costs It is understood and agreed by the parties that the total amount cited in Article 3.2 above includes the amount of \$_____ (_____ dollars), which represents eighteen percent (18%) of the reimbursable amount designated to compensate WRAIR for administrative and management costs incurred in the performance this Agreement."]

_____ 3.4. Accounting Records WRAIR shall maintain separate and distinct current accounts, records, and other evidence supporting all its expenditures under this Agreement. WRAIR shall provide XXXX a semi-annual report accounting for the use of XXXX's funds and a final fiscal report within six months after completing the SOW or ending its research and development activities under this Agreement. The accounts and records of WRAIR which are relevant to the conduct of this project shall be available for reasonable inspection and copying by XXXX or its authorized representative.

Article 4. Title to Physical Property:

4.1. Ownership of Materials or Equipment. All materials or equipment developed or acquired under this Agreement by the parties shall be the property of the party which developed or acquired the property, except that Government equipment provided by WRAIR (1) which through mixed funding or mixed development must be integrated into a larger system, or (2) which through normal use at the termination of the Agreement has a salvage value that is less than the return shipping costs, shall become the property of XXXX.

4.2 Transfer of Material or Equipment. The following items of equipment shall be provided to (XXXX)(WRAIR) by (WRAIR)(XXXX) for the duration of the Agreement. [In the event that condition (1) or (2) in the above Article 4.1 is met, title to this equipment shall be vested in XXXX at the termination of the Agreement - USE THIS SENTENCE IF WRAIR IS PROVIDING EQUIPMENT TO XXXX]:

a. [list items of equipment, model, serial number, MMNC, etc]

b.

c.

4.3 It is understood and agreed by the parties that the above-cited items of equipment are for use in research encompassed by this Agreement. In providing this equipment (WRAIR)(XXXX) disclaims any warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied, and (WRAIR)(XXXX) agrees to accept the property as is. [In addition, XXXX agrees to hold the U.S. Government harmless from any claims that may arise from its use of this equipment property - USE THIS SENTENCE IF WRAIR IS PROVIDING EQUIPMENT TO XXXX] [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 - USE THIS SENTENCE IF XXXX IS PROVIDING EQUIPMENT TO WRAIR]

Article 5. Patent Rights

5.1 Reporting. The parties shall promptly report to each other all Subject Inventions reported to either party by its employees. All Subject Inventions Made during the performance of this Agreement shall be listed in the Final Report required by this Agreement.

5.2 XXXX Employee Inventions. WRAIR, on behalf of the U.S. Government, waives any ownership rights the U.S. Government may have in Subject Inventions Made solely by XXXX employees and agrees that XXXX shall have the option to retain title in Subject Inventions Made solely by XXXX employees. XXXX shall notify WRAIR promptly upon making this election and agrees to timely file patent applications on XXXX's Subject Inventions at its own expense. XXXX agrees to grant to the U.S. Government on XXXX's Subject Inventions a nonexclusive, irrevocable, paid-up license in the patents covering a Subject Invention, to practice or have practiced, throughout the world by, or on behalf of the U.S. Government. The nonexclusive license shall be evidenced by a confirmatory license agreement prepared by XXXX in a form satisfactory to WRAIR.

[5.3 WRAIR Employee and Joint Inventions. Any Invention patentable under U.S. patent law which is Made solely by employees of WRAIR under this Agreement shall be owned by WRAIR. Any Invention patentable under U.S. patent law which is Made jointly by employees of both parties to this Agreement shall be jointly owned by the parties.]

[5.3 WRAIR Employee and Joint Inventions. WRAIR, on behalf of the U.S. Government, shall have the initial option to retain title to, and to file patent applications on, each Subject Invention Made solely by WRAIR's employees and in each Subject Invention Made jointly by XXXX and WRAIR employees. In the event that WRAIR informs XXXX that it elects to retain title to any joint Subject Invention, XXXX agrees to assign to WRAIR whatever right, title and interest XXXX has in the joint Subject Invention.]

5.4 Filing of Patent Applications. The party having the right to retain title and file patent

applications on a specific Subject Invention may elect not to file patent applications, provided it so advises the other party within 90 days from the date it reports the Subject Invention to the other party. Thereafter, the other party may elect to file patent applications on the Subject Invention and the party initially reporting the Subject Invention agrees to assign its right, title and interest in the Subject Invention to the other party. The assignment of the entire right, title and interest to the other party pursuant to this paragraph shall be subject to the retention by the party assigning title of a nonexclusive, irrevocable, paid-up license to practice, or have practiced, the Subject Invention throughout the world.

5.5 Patent Expenses. The expenses attendant to the filing of patent applications shall be borne by the party filing the patent application. Each party shall provide the other party with copies of the patent applications it files on any Subject Invention along with the power to inspect and make copies of all documents retained in the official patent application files by the applicable patent office. The parties agree to reasonably cooperate with each other in the preparation and filing of patent applications resulting from this Agreement.

5.6 Exclusive License

5.6.1 Grant. WRAIR, on behalf of the U.S. Government, agrees to grant to XXXX an exclusive license in each U.S. patent application, and patents issued thereon, covering a Subject Invention, which is filed by WRAIR on behalf of the U.S. Government subject to the reservation of a nonexclusive, irrevocable, paid-up worldwide license to practice and have practiced the Subject Invention on behalf of the U.S. Government.

5.6.2 Exclusive License Terms. XXXX shall elect or decline to exercise its right to acquire an exclusive license to any Subject Invention within six (6) months of being informed by WRAIR of the Subject Invention. The specific royalty rate and other terms of license shall be negotiated promptly in good faith and in conformance with the laws of the United States.

5.7 Background Patent(s)

5.7.1 WRAIR Background Patent(s): WRAIR has filed patent application(s), or is the assignee of issued patent(s), listed below which contain(s) claims which are related to research contemplated under this Agreement. No license(s) to this/these patent applications or issued patents is/are granted under this Agreement, and this/these application(s) and any continuations to it/them are specifically excluded from the definition of "Subject Invention" contained in this Agreement:

5.7.2 XXXX Background Patent(s): XXXX has filed patent application(s), or is the assignee of issued patent(s), listed below which contain(s) claims which are related to research contemplated under this Agreement. No license(s) to this/these patent applications or issued patents is/are granted under this Agreement, and this/these application(s) and any continuations to it/them are specifically excluded from the definition of "Subject Invention" contained in this Agreement:

[Use this paragraph if TPEA employees are involved: 5.8 The TPEA and its employees relinquish all intellectual property ownership and assignment rights of Subject Inventions to the WRAIR. Any Subject Invention(s) that result from the performance of the TPEA employees under this Agreement will be the property of the WRAIR, and Subject Inventions made by TPEA employees will be considered in the same manner as if the Subject Inventions were made by WRAIR employees, as defined in Article 5.3 of this Agreement. The TPEA employees are prohibited from initiating contacts or divulging any proprietary, confidential, or privileged information, either directly or indirectly, to the TPEA or XXXX without the prior review and permission by WRAIR. TPEA must communicate scientific and technical information solely to and through the WRAIR co-principal investigator. However, XXXX will be accorded specific rights related to invention or development of the specific sponsored products described in this Agreement. In the event of multiple sponsorship of a product(s), WRAIR will inform all of the appropriate parties, and an equitable and just resolution of rights will be negotiated.]

Article 6. Data and Publication

6.1 Rights. Subject Data shall be jointly owned by the parties. Either party shall, upon request, have the right to review all Subject Data first produced under this Agreement which have not been delivered to such party, except to the extent that such Subject Data are subject to a claim of confidence or privilege by a third party.

6.2 Proprietary Information/Confidential Information. The parties agree that any Proprietary Information, or confidential information, furnished by one party to the other party under this Agreement, or in contemplation of this Agreement, shall be used, reproduced and disclosed by the receiving party only for the purpose of carrying out this Agreement, and shall not be released by the receiving party to third parties unless consent to the release is obtained from the providing party. Each party shall place a proprietary or confidential notice on all information it delivers to the other party under this Agreement which it asserts is proprietary or confidential.

6.3 Release Restrictions. WRAIR shall have the right to use all Subject Data for any U.S. Governmental purpose, but shall not release Subject Data publicly except: (i) WRAIR, in reporting results of sponsored research, may publish Subject Data in technical articles and other documents to the extent it determines to be appropriate; and (ii) WRAIR may release such Subject Data where such release is required by law or court order.

6.4 Publication. WRAIR and XXXX agree to confer prior to the publication of Subject Data to assure that no Proprietary Information is released and that patent rights are not jeopardized. Prior to submitting a manuscript for review which contains the results of the research under this Agreement, or prior to publication if no such review is made, each party shall be offered an ample opportunity to review such proposed manuscript and to file patent applications in a timely manner.

6.5 FDA Documents. If this Agreement involves a product regulated by the U.S. Food and Drug Administration (FDA), then the XXXX or the U.S. Army Medical Research and Materiel Command, as appropriate, may file any required documentation with the FDA. In addition, the parties authorize and consent to allow each other or its contractor or agent access to, or to cross-reference, any documents filed with the FDA related to the product.

[Alternate 6.5 EPA Registration. The parties agree that either party may apply for any Environmental Protection Agency (EPA) registration required for any resultant product of the Agreement unless one party otherwise specifically grants permission to the other party to do so. All safety data used for such application for EPA registration shall be provided to the non-applying party within thirty (30) days of submission to the EPA.]

[6.6 Royalties. "CRDAs and PLAs that provide for royalties to the Government should include as part of the Agreement, along with the amount of the royalties and other payments to be paid to the Government, the following: (1) A statement that payments of royalties will be due on 1 October, payable by 15 October; and on 1 April, payable on 15 April, except for an initial payment when the Agreement is made and/or a final payment; (2) A statement that the royalty check is to be made out to "Finance and Accounting Officer, USA, LABCOM"; (3) A statement that the royalty check is to be mailed to "Commander, U.S. Army Laboratory Command, ATTN: SLCIS-FA-DI, 2800 Powder Mill Road, Adelphi, MD 20783-1145"]**(Use this paragraph only if the above DA guidance applies)**

Article 7. Representations and Warranties

7.1 Representations and Warranties of WRAIR. WRAIR hereby represents and warrants to XXXX as follows:

7.1.1 Organization. WRAIR is a Federal laboratory of the U.S. Army Medical Research and Materiel Command and is wholly owned by the Government of the United States and whose substantial purpose is the performance of research, development or engineering;

7.1.2 Mission. The performance of the activities specified by this Agreement are consistent with the mission of the WRAIR;

7.1.3 Authority. All prior reviews and approvals required by regulations or law have been obtained by WRAIR prior to the execution of this Agreement. The WRAIR official executing this Agreement has the requisite authority to do so. Notwithstanding the delegation of authority to execute this Agreement to the individual designated, the Secretary of the Army has reserved to the Assistant Secretary of the Army (Research, Development and Acquisition) the opportunity provided by 15 USC Sect. 3710a(c)(5)(A), to disapprove or require the modification of this Agreement within 30 days of the date it is presented to him or her by WRAIR;

7.1.4 Statutory Compliance. WRAIR's Commander prior to entering into this Agreement has given special consideration to entering into CRDAs with small business firms and consortia involving small business firms.

7.2 Representations and Warranties of XXXX. XXXX hereby represents and warrants to WRAIR as follows:

7.2.1 Corporate Organization. XXXX, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of [State or Country] ;

7.2.2 Power and Authority. XXXX has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof;

7.2.3 Due Authorization. The Board of Directors and stockholders of XXXX have taken all actions required to be taken by law, XXXX's Charter, Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of this Agreement;

7.2.4 No Violation. The execution and delivery of this Agreement does not contravene any material provision of, or constitute a material default under any material agreement binding on XXXX or any valid order of any court, or any regulatory agency or other body having authority to which

XXXX is subject.

Article 8. Termination

8.1 Termination by Mutual Consent. XXXX and WRAIR may elect to terminate this Agreement, or portions thereof, at any time by mutual consent.

8.2 Termination by Unilateral Action. Either party may unilaterally terminate at any time this entire Agreement, or any part(s) of it thereof, by giving the other party written notice, not less than 30 days prior to the desired termination date.

8.3 Termination Procedures. In the event of termination, the parties shall specify by written notice the disposition of all property, patents, and other results of work accomplished or in progress, arising from or performed under this Agreement. Upon the receipt of written termination notice, the parties shall not make any new commitments that relate to this Agreement. Notwithstanding any other provision of this Agreement, any exclusive license entered into by the parties relating to this Agreement shall be simultaneously terminated unless the parties agree to retain such exclusive license.

8.4 Termination Costs. Within 90 days following termination of this Agreement, WRAIR shall submit a statement of all costs incurred prior to the date of termination and for all termination costs. Any unspent funds provided to WRAIR by XXXX shall be used to fund termination costs. In the event funds are insufficient to cover all of the termination costs, XXXX agrees to promptly meet with WRAIR to reach a settlement agreement regarding the payment of the remaining termination costs.

Article 9. Settlement of Disputes: Any dispute arising under this Agreement which is not disposed of by agreement of the co-principal investigators shall be submitted jointly to the signatories of this Agreement. A joint decision of the signatories or their designees shall be the disposition of such dispute. However, nothing in this section shall prevent any party from pursuing any and all administrative and/or judicial remedies which may be allowable.

Article 10. Liability

10.1 Property. Neither party shall be responsible for damages to any property provided to, or acquired by, the other party pursuant to this Agreement.

10.2 XXXX's Employees. XXXX agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage or liability of any kind involving an employee of XXXX arising in connection with this Agreement, except to the extent that such loss, claim, damage or liability is due to the negligence of WRAIR under the provisions of the Federal Torts Claims Act.

10.3 No Warranty. Except as specifically stated elsewhere in this Agreement, WRAIR makes no express or implied warranty as to any matter whatsoever, including the conditions of the research or any Invention or product, whether tangible or intangible, made, or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any Invention or Product.

10.4 Indemnification. XXXX holds the U.S. Government harmless and indemnifies the U.S. Government for all liabilities, demands, damages, expenses and losses arising out of use by XXXX of WRAIR's research and technical developments or out of any use, sale or other disposition by XXXX of products made by the use of WRAIR's technical developments. WRAIR agrees to be bound to the extent permissible under the Federal Torts Claims Act. This provision shall survive termination or expiration of

this Agreement.

Article 11. Miscellaneous

11.1 No Benefits. 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 therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

11.2 Governing Law. This Agreement shall be governed by the laws of the United States Government.

11.3 Notices. All notices pertaining to or required by this Agreement shall be in writing and shall be signed by an authorized representative and shall be delivered by hand or sent by certified mail, return receipt requested, with postage prepaid, addressed as follows:

If to XXXX: _____ [Position of Individual]
_____ [Name and Address of XXXX]

If to WRAIR: Director
Walter Reed Army Institute of Research
ATTN: Office of Research and Technology Applications
503 Robert Grant Avenue, Silver Spring, MD 20910-7500

Either party may change such address by notice given to the other party in the manner set forth above.

11.4 Independent Contractors. The relationship of the parties to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners.

11.5 Use of Name or Endorsements. (i) XXXX shall not use the name of WRAIR or the Department of the Army on any product or service which is directly or indirectly related to either this Agreement or any patent license or assignment agreement which implements this Agreement without the prior approval of WRAIR. (ii) By entering into this Agreement WRAIR does not directly or indirectly endorse any product or service provided, or to be provided, by XXXX, its successors, assignees, or licensees. XXXX shall not in any way imply that this Agreement is an endorsement of such products or service.

11.6 The rights specified in provisions of this Agreement covering "Patent Rights", "Data and Publication", and "Liability" shall survive the termination or expiration of this Agreement.

Article 12. Duration of Agreement and Effective Date

12.1 Expiration of Agreement. This Agreement will automatically expire on _____ [Date] _____, unless it is revised by written notice and mutual consent.

12.2 Effective Date. This Agreement shall enter into force as of the date it is signed by the last authorized representative of the parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly

authorized representatives as follows:

For XXXX:

(Signature)

(Typed or Printed Name)

(Title)

DATE: _____

FOR WALTER REED ARMY INSTITUTE OF RESEARCH:

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

DATE: _____

Cooperative Research and Development Agreement Between WRAIR and _____

**APPENDIX A
STATEMENT OF WORK**

Title: [Provide a title for the Agreement. Example: "Research on the Chemotherapy of the Common Cold"]

Background: [Give a brief, clear and concise statement (about 1/2 to 3/4 page) of the background of the research and development project/program, and the reason(s) for this CRDA; stress the scientific rationale for this CRDA. Since this Agreement will be executed under the auspices of the Technology Transfer Act of 1986, stress also the technology(ies) that is/are being transferred. Make statements of the unique WRAIR resources, technologies and capabilities, and of the Company's unique resources, technologies, and capabilities, which are being brought to the collaborative table. Specify if any of WRAIR's or the Company's resources or technologies are proprietary.]

Scope:

WRAIR agrees to:

1. [Make specific statements, in bullet format, as to what WRAIR will be committed to doing under this Agreement.]

2.

3.

_____ etc.

XXXX agrees to:

1. [Make specific statements, in bullet format, as to what the XXXX will be committed to doing under this Agreement.]

2.

3.

_____ etc.

From time to time, WRAIR personnel may work in XXXX laboratories and XXXX personnel may work in WRAIR laboratories as necessary to accomplish the goals of this research collaboration.

_____ [Continue on additional page(s), if necessary]