

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

No. [1]-CRADA-RDC-[2]

[3]

and

U.S. Coast Guard Research and Development Center

This Cooperative Research and Development Agreement ("CRADA"), dated _____, _____, is entered into by and between the [3], hereinafter referred to as "[4]" and the United States of America, as represented by the U.S. Coast Guard Research and Development Center hereinafter referred to as "R&D Center".

A. BACKGROUND

See Appendix A

B. OBJECTIVE AND PLAN

See Appendix A

C. AGREEMENT

A. Whereas, the Congress in enacting the Federal Technology Transfer Act of 1986, Public Law No. 99-502, October 20, 1986, has found that Federal laboratories' developments should be made accessible to private industry, State and local Governments, and has declared that one of the purposes of such Act is to improve the economic, environmental, and social well being of the United States by stimulating the utilization of Federally-funded technology developments by such parties; and

B. Whereas, the Federal Technology Transfer Act of 1986 and Executive Order 12591, April 10, 1987, 52 F.R. 13414, as amended Ex. Ord. No. 12618, Dec. 22, 1987, 52 F.R. 48611, "Facilitating Access to Science and Technology", among other technology transfer innovations (See Title 15, Chapter 63, United States Code), have provided each Federal agency with the authority to permit the Director of Government-operated Federal laboratories to enter into CRADAs with Federal or non-Federal entities, including private firms and organizations, for the purpose of providing to collaborating parties personnel, property, facilities, equipment, intellectual property or other resources (EXCEPT FUNDS), or obtaining from collaborating parties personnel, services, property, facilities, equipment, intellectual property or other resources (INCLUDING FUNDS) toward the conduct of specified research and development efforts which may include the disposition of patent rights in the inventions which may result from such collaboration and

C. Whereas, the R&D Center has performed and is now performing substantial research and development with respect to [5] (known hereafter as "the Technology"), and

D. Whereas, the R&D Center possesses certain advanced scientific skills, facilities, personnel, special equipment, information, computer software and know-how pertaining to the Technology; and

E. Whereas, the R&D Center desires to pursue the further development of the Technology; and

F. Whereas, [4] is also interested in the further development of the Technology; and

G. Whereas, [4] desires to provide resources for the further development of the Technology; and

H. Whereas, the R&D Center views its cooperation through this CRADA with [4] to develop the Technology to be in the furtherance of the public interest; and

I. Whereas, upon the successful completion of testing, [4] desires to carry out a plan for marketing of such technology; and

J. Whereas, the R&D Center views the commitment of [4] to undertake its marketing plan to be in the furtherance of the public interest; and

K. Whereas, [4] will contribute expertise in the development of [5] and consumer interest;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Article 1. Definitions

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

1.0 The term "AGREEMENT" means this Cooperative Research and Development Agreement, or CRADA.

1.1 The term "Cooperative Research and Development Program" means the research and development work as defined in the Obligation of the Parties (OP) in Article 2, paragraph 2.1.

1.2 The term "invention" means any invention or discovery (including software-related invention) which is or may be patentable or otherwise protected under Title 35 of the United States Code or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 7321 et seq.).

1.3 The term "made" in relation to any invention means the conception or first actual reduction to practice of such invention.

1.4 The term "effective date" means the date stamped on the first page of this AGREEMENT. This date shall be 32 days following the date on which the director (Commanding Officer) of the R&D Center

signs the AGREEMENT. This delay allows 30 days (plus 2 days for mail) for the disapproval or modification of this AGREEMENT within the Coast Guard Chain of Command.

1.5 The term "proprietary information" means information which could provide a competitive advantage to the party possessing such information and which either embodies trade secrets developed at private expense and outside of any Government contract or is confidential technical, business, or financial information provided that such information:

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

ii) has not been made available by the owners to others without obligations concerning its confidentiality; or,

iii) is not already available to the public without obligations concerning its confidentiality.

1.6 "Subject invention" means any invention conceived or first actually reduced to practice in the performance of work under this AGREEMENT.

1.7 The term "Work Plan" means a detailed description of how the research objectives of this AGREEMENT are going to be met, including, but not limited to, background, scope, place of performance, and tasks to be accomplished.

Article 2. Cooperative Research and Development Program

2.1 Obligation of the Parties (OP). The cooperative research and development program performed under this AGREEMENT shall be performed in accordance with the OP attached hereto as Appendix A. The utilization of R&D Center's personnel, resources, facilities, equipment, skills, know-how, computer software and information (**but not funds**) will be consistent with its own policies, missions, and requirements. It is understood that the nature of this cooperative 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 cooperative research is to be performed on a best efforts basis. Any modifications of the OP shall be by mutual AGREEMENT between the parties and shall be incorporated herein by a formally executed written amendment to this AGREEMENT.

2.2 Review of Work. Periodic conferences may be held, when deemed necessary by both parties, between personnel of the R&D Center and [4] for the purpose of reviewing the progress of work defined in the OP of paragraph 2.1.

2.3 Principal Investigator. The R&D Center agrees to assign a substantial portion of the work to be performed pursuant to the OP to the [6]. The work will be performed under the supervision of [7] who, as principal investigator, has the responsibility for the scientific and technical conduct of this project.

2.4 Scope Change. If at any time [7] determines that the research data dictates a substantial change in the direction of the work, the R&D Center shall promptly notify [4] and the parties shall make a good faith effort to agree on any necessary change to the OP. Any substantial change in the direction of work will be

formalized by a written mutual AGREEMENT and a written change to the OP that specifies the new work to be performed.

Article 3. Reports

[8] shall prepare draft and final reports. Copies of all reports shall be forwarded to the addresses listed in Article 19. The final report shall be prepared within three (3) months after completing the work called for in the OP.

Article 4. Financial Obligation

The performance of research by the R&D Center under this AGREEMENT is not conditioned on any advance payment of funds by [4].

Article 5. Term

The term of this AGREEMENT is for a period of two (2) years commencing on the effective date of this AGREEMENT, unless otherwise modified pursuant to Article 13.

Article 6. Title to Property

6.1 Capital Equipment. All capital equipment developed, acquired, and funded under this AGREEMENT by the R&D Center shall be the property of the R&D Center, except that title to the following items of capital equipment provided to the R&D Center by [4] or acquired by the R&D Center with funds supplied by [4] shall remain or vest in [4]. The R&D Center makes no express or implied warranty as to any capital equipment that remains or vests in [4].

Capital Equipment:

[9]

6.2 Software. Title to software developed by [4] exclusively at private expense shall remain in [4]. Except to the extent that such software may be patentable, the Government acquires no additional rights to software developed by [4] in the course of participating in this AGREEMENT. Rights acquired in patentable software are set out in Article 9.

Article 7. Publicity. Use of Name. and Endorsement

7.1 [4] shall not use the name of the R&D Center or the United States Coast Guard 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 the Commandant, United States Coast Guard.

7.2 By entering into this AGREEMENT, neither the R&D Center nor the United States Coast Guard directly or indirectly endorse any product or service provided, or to be provided by [4], its successors,

assignees, or licensees. [4] shall not in any way imply that this AGREEMENT is an endorsement by the R&D Center or the United States Coast Guard of any such product or service.

Article 8. Publication

The R&D Center and [4] agree to confer and consult with each other prior to publication or other public disclosure of the results of work under this AGREEMENT to ensure that no proprietary information or military critical technology is released. Furthermore, prior to submitting a manuscript for publication or before any other public disclosure, each party will offer the other party ample opportunity to review such proposed publication or disclosure, to submit objections, and to file applications for letters patent in a timely manner.

Article 9. Patents

9.1 Reporting. The R&D Center shall promptly report to [4] each subject invention reported to the R&D Center by its employees. [4] shall promptly disclose to the R&D Center each subject invention reported to [4] by any of its employees. 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, except as may be prohibited by 35 U.S.C. 181, relating to inventions affecting the national security.

9.2 Inventions by Employees of [4]. The R&D Center, on behalf of the U.S. Government, waives any ownership rights the U.S. Government may have in subject inventions made by [4] employees and agrees that [4] shall have the option to retain title to any such employee subject invention. [4] shall notify the R&D Center promptly upon making this election and agrees to file timely patent applications on such subject invention at its own expense in such countries which [4], in its own discretion, deems expedient. [4] agrees to grant to the U.S. Government a worldwide, non-exclusive, irrevocable, paid-up license to practice, or to have practiced on behalf of the U.S. Government, the patents covering its employee's subject inventions. This patent license shall be evidenced by a confirmatory license AGREEMENT prepared by [4] in a form satisfactory to the R&D Center. Nothing in this AGREEMENT shall be interpreted to require [4] to continue the prosecution of such patents, nor to maintain them in force. Should [4] choose to abandon an application once filed or decide not to pay any maintenance fee when due, [4] shall immediately grant title to such application or patent to the Government of the United States.

9.3 Inventions by Government Employees and Joint Inventions. The R&D Center, on behalf of the U.S. Government shall have the initial option to retain title to each subject invention made by its employees and in each subject invention made jointly by [4] and R&D Center employees. In the event that the R&D Center informs [4] that it elects to retain title to such joint subject invention, [4] agrees to assign to the Government whatever right, title and interest [4] has in and to such joint subject invention.

9.4 Filing of Patent Application. The party having the right to retain title and file patent applications on a specific subject invention may elect not to file patent applications thereon provided it so advises the other party within sixty (60) days from the date it discloses the subject invention to the other party. Thereafter, the other party may elect to file patent applications on such subject invention and the party initially reporting such subject invention agrees to assign its right, title and interest in such subject invention to the other party and cooperate with such party in the preparation and filing of patent applications thereon. 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 non-exclusive, irrevocable, paid-up license to practice, or have practiced on its behalf, the subject invention throughout the world. In the event neither of the parties to this AGREEMENT elect to file a patent application on a subject invention, either or both (if a joint invention) may, at their sole discretion and subject to reasonable conditions, release the right to file to the inventor(s) with a license in each party of the same scope as set forth in the immediately preceding sentence.

9.5 Patent Expenses. The expenses attendant to the filing of patent applications as specified in 9.4 above, and all maintenance fees, shall be borne by the party filing the patent application. Any party having an obligation to pay a maintenance fee who decides not to pay such maintenance fee, shall so notify the other party of that decision in sufficient time to permit the other party to act to preserve its interest in the patent.

9.6 Nonexclusive License. The R&D Center, on behalf of the U.S. Government, agrees to grant to [4], for reasonable compensation, a nonexclusive license in any invention made under this AGREEMENT, in whole or in part, by a Government employee.

9.7 Exclusive License. The R&D Center on behalf of the U.S. Government, hereby agrees to grant to [4], for reasonable compensation, a limited term exclusive license in any invention made under this AGREEMENT, in whole or in part, by a Government employee in the specific field of use of [5]; subject to the reservation of a nonexclusive, nontransferable, irrevocable, paid-up license to practice, and to have practiced throughout the world, by or on behalf of the U.S. Government, the subject invention and such other terms and conditions as are specified by the R&D Center in such exclusive license.

9.8 Retention of Government Rights in Inventions Made Under this AGREEMENT

9.8.1 Government License. [4] agrees to grant to the U.S. Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced throughout the world by or on behalf of the Government each invention made in whole or in part by its employees under this AGREEMENT. This license shall be evidenced by a confirmatory license agreement prepared by [4] in a form satisfactory to the R&D Center.

9.8.2 March-in Rights. In the event the R&D Center assigns title or grants an exclusive license to subject invention made in whole or in part by a Government employee, the Government shall retain the right:

a) to require the collaborating party to grant to a responsible applicant a nonexclusive, partially exclusive, or exclusive license to use the invention in the applicant's licensed field of use, on terms that are reasonable under the circumstances; or

b) if the collaborating party fails to grant such a license, to grant the license itself. See 15 U.S.C. 3710a(b)(1)(B).

9.8.3 Government Exercise of March-in Rights. The Government may exercise its rights under Article 9.8.2 only in exceptional circumstances and only if the Government determines that

a) the action is necessary to meet health or safety needs that are not reasonably satisfied by the collaborating party;

b) the action is necessary to meet requirements for public use specified by Federal regulations, and such requirements are not reasonably satisfied by the collaborating party; or

c) the collaborating party has failed to comply with an agreement containing provisions described at 15 U.S.C. 3710a(c)(4)(B) pertaining to domestic manufacture of products embodying subject inventions. See 15 U.S.C. 3710a(b)(1)(C) and Article 15.1.3 of this AGREEMENT.

9.9 Rights in Inventions Made by Third Parties. [4] shall have no rights in any inventions made by third parties to this AGREEMENT, except as provided by separate AGREEMENT between [4] and such third party. Such separate AGREEMENT regarding rights in inventions shall not denigrate any rights allocated by this AGREEMENT between [4] and the U.S. Government. Should an invention be made jointly by an employee of the U.S. Government, and one or more third parties to this AGREEMENT, and not by any employee of [4], [4] shall have no rights in any such invention, except as provided by separate AGREEMENT among all inventors or their assignees. Should an invention be made jointly by employees of the U.S. Government, [4], and any third parties to this AGREEMENT, all joint inventors, or their assignees, agree to negotiate such cross licenses as may be necessary to effect the maximum commercialization of the invention.

9.10 Prior Patents of [4].

The [10] was conceived, reduced to practice, and demonstrated to the Coast Guard prior to this AGREEMENT and is the subject of U.S. Patent [11], USSN [12], and titled [13]. This AGREEMENT does not grant to the Government any rights in any invention conceived of and actually reduced to practice, by [4] prior to the date of the AGREEMENT.

Article 10. Copyrights.

10.1 Ownership of Copyright. [4] shall have the option to own the copyright in all software (including modifications and enhancements thereto), documentation, and other works created in whole or in part by [4] under this AGREEMENT, which is subject to being copyrighted under Title 17, United States Code. [4] shall mark any such works with a copyright notice showing [4] as the author or co-author and shall in its reasonable discretion determine whether to file applications for registration of copyright. Should [4] choose not to own the copyright in any such software, it will execute an assignment of the copyright to the U.S. Government.

10.2 Copyright Notice. [4] will clearly mark all copyrighted software or other works provided to the U.S. Government with appropriate notices.

Article 11. Copyright Royalties

11.1 Royalties for Preexisting Copyrighted Material. [4] shall grant to the R&D Center a non-exclusive, royalty free license for material which is copyrighted by [4], and is necessary for the completion of this AGREEMENT. Such license shall be for the duration of this AGREEMENT.

11.2 Royalties for Material Copyrighted as Part of this AGREEMENT [4] shall grant to the R&D Center, as representative for the U.S. Government, a non-exclusive, royalty free license for material copyrighted by [4] in accordance with paragraph 10.1. This license shall include third parties when they are acting in the U.S. Government's interest. The U.S. Government, as represented by the R&D Center, agrees to license to [4] any material for which the U.S. Government can claim copyright in accordance with paragraph 10.1 on terms acceptable to the parties.

Article 12. Proprietary Information

12.1 Ownership of Proprietary Information. Subject to Articles 9 and 10, any proprietary information developed solely by a party under this AGREEMENT shall be owned by the party which developed it. When proprietary information (except for computer software) is developed solely by [4], [4] agrees to grant the U.S. Government a non-exclusive, irrevocable, royalty-free license to use, duplicate, and disclose in confidence, such proprietary information. Any jointly developed proprietary information shall be jointly owned by the R&D Center and [4]. With respect to any such jointly owned proprietary information or proprietary information developed solely by the R&D Center, [4] shall have the option to obtain from the U.S. Government an exclusive royalty-free license with respect to the U.S. Government's interest in the proprietary information, provided, however, that [4] shall exercise its option within twenty-four (24) months after termination or expiration of the AGREEMENT. This license is subject to reservation by the U.S. Government of a royalty-free right to use, duplicate, and disclose in confidence, the licensed proprietary information for Governmental purposes, and to permit others to do so on behalf of the U.S. Government and on behalf of any foreign Government or international organization pursuant to any existing or future treaty or AGREEMENT with the United States. The terms of any license respecting proprietary information developed solely by the R&D Center, under the AGREEMENT, shall be limited in accordance with 15 U.S.C. 3710a(c)(7)(B) concerning exemptions to the Freedom of Information Act, 5 U.S.C. 552. Computer software developed solely by [4] is covered by Article 6.2 "Software."

12.2 Proprietary Notice. The parties will mutually develop an appropriate proprietary notice(s) for use in connection with this AGREEMENT. The parties agree to cooperate in removing or remarking any information marked as proprietary information which ceases to be proprietary information because the information was publicly disclosed in a patent, copyrighted work, or as may be required by law.

Article 13. Expiration, Termination, Disputes and Extensions

13.1 Expiration and Termination. This AGREEMENT shall expire as specified in Article 5 unless both parties hereto agree in writing to extend it further. However, either party may terminate this AGREEMENT upon delivery of written notice at least ninety (90) days prior to such termination. Each party shall bear its own costs resulting from or related to the termination.

13.2 Disputes. [4] and R&D Center recognize that disputes arising under this AGREEMENT are best resolved at the local working level by the parties directly involved. Any dispute arising under this

AGREEMENT which is not disposed of by AGREEMENT of the parties 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. If the parties are unable to jointly reach a good-faith resolution of the issues through negotiation or other forms of alternative dispute resolution, either party may terminate this AGREEMENT immediately.

13.3 Continuation of Cooperative Research Pending Resolution. Pending the resolution of any dispute under this Article, work under this AGREEMENT will continue as elsewhere provided herein.

13.4 Obligations Surviving Termination. Termination of this AGREEMENT by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this AGREEMENT. No termination of this AGREEMENT, however effectuated, shall release the parties hereto from their rights, duties and obligations under Articles 3, 4, 6, 7, 8, 9, 10, 11, 12, 16, and 18.

13.5 Extensions. Extensions of the term of this AGREEMENT may be made prior to the termination of the AGREEMENT without the need for additional review beyond that of the Director of the R&D Center. If the parties wish to continue the work called for under the OP after the termination of this AGREEMENT, they may enter into a new CRADA.

Article 14. Independent Contractors

The parties to this AGREEMENT are independent contractors and are not agents of each other, joint ventures, 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 or 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.

Article 15. Representations and Warranties

15.1 Representations and Warranties of the R&D Center. The R&D Center hereby represents and warrants to follows:

15.1.1 Mission. The performance of the activities specified by this AGREEMENT are consistent with the mission of the R&D Center.

15.1.2 Authority. All prior reviews and approvals required by regulations or law have been obtained by the R&D Center prior to the execution of the AGREEMENT. The R&D Center official executing this AGREEMENT has the requisite authority to do so. Notwithstanding the delegation of authority to execute the AGREEMENT to the Director of the R&D Center, the Chief, Procurement Management Division, U.S. Coast Guard Headquarters (Commandant (G-CPM)), pursuant to 15 U.S.C. 3710a(c)(5)(A), may disapprove or require the modification of these AGREEMENT within 30 days of the date it is presented to him by the R&D Center

15.1.3 Statutory Compliance. The R&D Center, prior to entering into this AGREEMENT, has (1) given special consideration to entering into CRADAs with small business firms and consortia involving

small business firms; (2) has given preference to business units located in the United States, which agree that products embodying inventions made under the AGREEMENT or produced through the use of such inventions will be manufactured substantially in the United States and; (3) in the event this AGREEMENT is made with an industrial organization or other person subject to the control of a foreign company or Government, taken into consideration whether or not such foreign Government permits United States agencies, organizations, or other persons to enter into CRADAs and licensing agreements with such foreign country.

15.2 Representations and Warranties of [4]. [4] hereby represents and warrants to the R&D Center as follows:

15.2.1 Corporate Organization. [4], as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of the State of [14].

15.2.2 Statement of Ownership. [4] is neither foreign owned nor a subsidiary of a foreign owned entity and will inform the R&D Center prior to entering into any arrangement for substantial non-domestic manufacture or foreign acquisition or control.

15.2.3 Power and Authority. [4] has the requisite power and authority to enter into this AGREEMENT and to perform according to the terms thereof.

15.2.4 Due Authorization. The Board of Directors and shareholders of [4] have taken all actions required to be taken by law, [4]'s Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of this AGREEMENT.

15.2.5 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 [4] or any valid order of any court, or any regulatory agency or other body having authority to which [4] is subject.

Article 16. Liability

16.1 Tort Liability of Government. The U.S. Government shall not, except for gross negligence, fraud, abuse, or misuse, be responsible for any property of [4] consumed, damaged, or destroyed in the performance of this AGREEMENT. Any liability of the U.S. Government is determined pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq.

16.2 Personal Injury and Damage to Property. [4] agrees to hold and save the U.S. Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence on the part of [4] its officers, agents, and employees in the performance of this AGREEMENT.

16.3 No Warranty. Except as specifically stated in Article 15, the R&D Center 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.

16.4 Indemnification. [4] holds the U.S. Government harmless and indemnifies the Government for all liabilities, demands, damages, expenses and losses arising out of the use by [4], or any party acting on its behalf or under its authorization, of the R&D Center's research and technical developments or out of any use, sale or other disposition by [4], or others acting on its behalf or with its authorization, of products made by the use of the R&D Center's technical developments. This provision shall survive termination of this AGREEMENT.

16.5 Disposal of Toxic or Other Waste. [4] shall be responsible for the removal from R&D Center property of any and all toxic or other material used, provided, or generated in the course of performing this AGREEMENT. [4] shall obtain at its own expense all necessary permits and licenses as required by local, State, and Federal law and shall conduct such removal in a lawful and environmentally responsible manner.

Article 17. Force Majeure

Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this AGREEMENT (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

Article 18. Miscellaneous

18.1 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.

18.2 Governing Law. The construction, validity, performance, and effect of this AGREEMENT for all purposes shall be governed by the laws applicable to the Government of the United States.

18.3 Entire AGREEMENT. This AGREEMENT constitutes the entire AGREEMENT between the parties concerning the subject matter of this AGREEMENT.

18.4 Headings. Titles and headings of the Sections and Subsections of this AGREEMENT are for the convenience of references only and do not form a part of this AGREEMENT and shall in no way affect the interpretation thereof.

18.5 Waivers. None of the provisions of this AGREEMENT shall be considered waived by any party hereto unless such waiver is given in writing to all other parties. The failure of any party to insist upon strict

Address: [22]

[4]:

Name: [23] Tel: [24]
Address: [25]

Article 20. Review and Ratification

20.1 Review of CRADA by Commandant (G-CPM). One copy of this document must be forwarded to Commandant (G-CPM), United States Coast Guard, for review. Receipt of this document by Commandant (G-CPM) will begin a thirty (30) day period during which the AGREEMENT may be disapproved or modification required. If no notice of disapproval or required modification is received from Commandant (G-CPM) by the R&D Center during the review period, this AGREEMENT shall enter into effect as of the date stamped on the first page of the AGREEMENT per Article 1.4.

20.2 Ratification by [4]. In the event that Commandant (G-CPM) exercises the authority reserved by Article 15.1.2, [4] shall have thirty (30) days from notification of the required modifications to ratify, in writing, the modifications or terminate the AGREEMENT. This AGREEMENT shall enter into effect as of the date of receipt by the R&D Center of such ratification.

IN WITNESS THEREOF, the Parties have caused this AGREEMENT to be executed in duplicate by their duly authorized representatives as follows:

[3]

U.S. Coast Guard
Research and Development Center

BY: _____

BY: _____

NAME: [18] NAME: [15]

TITLE: [26]

TITLE: Commanding Officer
R&D Center

DATE: _____

DATE: _____

APPENDIX A
OBLIGATION OF THE PARTIES

COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT
R&D Center / [4]

- I. Work Plan.
- II. Obligations of R&D Center
- III. Obligations of [4]