

## **COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)**

**Between**

**WARNER ROBINS AIR LOGISTICS CENTER**

**and**

**THE STATE OF GEORGIA**

### **ARTICLE 1. PREAMBLE**

The United States of America as represented by the Department of the Air Force, Warner Robins Air Logistics Center (WR-ALC), Robins Air Force Base (RAFB) Georgia, 31098-1662, herein referred to as "WR-ALC" and the State Government of Georgia as represented by the Georgia Aerospace Innovation Center, 404 Peterson Avenue North, Douglas, Georgia, 31533, herein referred to as "Georgia" hereby enter into this Cooperative Research and Development Agreement (CRADA), under Public Law No. 99-502, as amended by Public Laws 104-113 and 106-404.

- 1.1 Whereas, the Congress in enacting the Federal Technology Transfer Act (FTTA) of 1986, Pub. L. No. 99-502, October 20, 1986, which was amended by Pub.L.No. 104-113, March 7, 1996, and Pub.L. No. 106-404, November 1, 2000, has found that Federal laboratories developments and expertise should be made accessible to private industry and 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;
- 1.2 Whereas, the FTFTA, among other technology transfer improvements, has provided each Federal agency with the authority to permit the directors of Government-operated Federal laboratories to enter into CRADAs with Federal or non-Federal entities, including private firms and organizations, for the purposes of providing to or obtaining from collaborating parties, those resources, e.g., personnel, services, property, facilities, equipment and funds (except that funds may only be obtained from collaborating parties and may not be provided to such collaborating parties) necessary to the conduct of specified research and development efforts, and may include the disposition of patent rights in inventions resulting from such collaboration;
- 1.3 Whereas, WR-ALC possesses certain scientific skills, facilities, personnel, special equipment, information, process knowledge, computer software, and expert knowledge pertaining to aerospace research and technology;

- 1.4 Whereas, WR-ALC desires to pursue defense related projects and further development in aerospace research and technology insertion including, but not limited to, logistics, materials, information technology, computer science, flight dynamics, aero propulsion and power, electronics, avionics, aging aircraft issues, manufacturing, and environmental issues;
- 1.5 Whereas, WR-ALC and Georgia desire to develop an intelligent partnership to solve WR-ALC technological problems better, faster, and cheaper than otherwise possible;
- 1.6 Whereas, WR-ALC and Georgia desire to cooperate in developing a program under which the Georgia Aerospace Innovation Center, may be given access to WR-ALC resources;
- 1.7. Whereas, WR-ALC and Georgia desire to cooperate in developing a program under which Georgia resources can be brought to bear upon defense related technology insertion projects in the field of aerospace science and technology, and WR-ALC enjoys the benefits of a robust Georgia supply chain and specific technologies as may be developed by Georgia consortia formed at its initiative as the Georgia Aerospace Innovation Center;
- 1.8 Now, The parties, WR-ALC and Georgia, enter into this CRADA in recognition of the importance of education to the future and economic well-being of the United States of America, as well as the importance of WR-ALC to the business, industrial, and educational institutions in Georgia, and having the following stated objectives and benefits:
  - 1.8.1 Objectives:

The objective of this CRADA is to create an intelligent partnership between WR-ALC and Georgia in the area of research and development and to strengthen the ability and capacity of Georgia firms to participate in the WR-ALC supply chain.
  - 1.8.2 Benefits to WR-ALC:

This CRADA will allow the WR-ALC Engineering Directorate, representing the technology needs of WR-ALC on behalf of all WR-ALC wings and tenant combatant commands, to access the resources of Georgia research institutions and companies to jointly examine and resolve technology challenges of mutual interest to Georgia and WR-ALC. WR-ALC will benefit from attaining extra assistance and a fresh perspective in research and development areas of interest.
  - 1.8.3 Benefits to Georgia and the Georgia Aerospace Innovation Center:

This CRADA will allow Georgia research universities and private firms working in consortia under the Georgia Aerospace Innovation Center to obtain access to otherwise unavailable resources; such as unique, state-of-the-art equipment, facilities, processes, expert knowledge, etc., while participating in projects initiated pursuant to this CRADA. Georgia will benefit from improving the ability of Georgia research universities and

private firms to contribute to the aerospace and defense needs of the United States of America.

## ARTICLE 2. DEFINITIONS

- 2.1 As used in this *agreement*, the following terms shall have the following meanings and such meanings shall be applicable to both the singular and plural forms of the terms. All other terms of this *agreement* shall be ascribed their plain, commonly accepted definitions.
- 2.2 "*Created*" in relation to any copyrightable work means when the work is fixed in any tangible medium of expression for the first time, as provided for at 17 U.S.C. § 101.
- 2.3 "*Effective Date*" means the earlier of: (a) the date of the last signature of the duly authorized representatives of the parties and the *reviewing official*; or (b) thirty (30) days after the receipt of a signed copy of this *agreement* by the *reviewing official* without that official taking any action thereon.
- 2.4 "*Government*" means the Government of the United States of America.
- 2.5 "*Special Purpose License*" means a license to the *Government* conveying a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free license to practice and have practiced an *Invention* for or on behalf of the *Government* for research or other government purposes and conveying a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free license to use, duplicate, prepare derivative works, distribute or disclose copyrighted works or *proprietary information* in whole or in part and in any manner, and to have or permit others to do so, for research or other government purposes. Research or other government purposes include competitive procurement, but do not include the right to have or permit others to practice an *invention* or use, duplicate, prepare derivative works, distribute or disclose copyrighted works or *proprietary information* for commercial purposes.
- 2.6 "*Invention*" means any invention or discovery that is or may be patentable or otherwise protectable 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. § 2321 *et seq*).
- 2.7 "*Made*" in relation to any *invention* means the conception or first actual reduction to practice of such *invention*.
- 2.8 "*Proprietary Information*" means information which embodies trade secrets or which 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 obligation concerning its confidentiality;

- iii) is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation concerning its confidentiality; or
  - iv) can be withheld from disclosure under 15 U.S.C. § 3710a(c)(7)(A) & (B) and the Freedom of Information Act, 5 U.S.C. § 552 *et seq*; and
  - v) is identified as such by labels or markings designating the information as proprietary.
- 2.9 "Reviewing Official" means the authorized representative of the Department of the Air Force who is identified on the signature page of this agreement.
- 2.10 "Under" as used in the phrase "Under this Agreement" means within the scope of work to be performed as described in the work plan.
- 2.11 "State" means the State Government of Georgia, except where otherwise specified.
- 2.12 "Aerospace Innovation Center" means the Georgia Centers of Innovation Aerospace Innovation Center, as recognized by the State of Georgia or its State-designated successors or assigns.

#### ARTICLE 3. WORK PLAN

- 3.1 Appendix A sets forth the nature and scope of the work to be performed under this agreement, including any equipment, maintenance and other support, and any associated reporting requirements.
- 3.2 The Georgia Aerospace Innovation Center may inspect WR-ALC property identified in Appendix A prior to use. Such property may be repaired or modified at the Aerospace Innovation Center's expense only after obtaining the written approval of WR-ALC. Any repair or modification of the property shall not affect the title of the Government. Unless WR-ALC hereafter otherwise agrees, the Aerospace Innovation Center shall, at no expense to WR-ALC, return all Government property after termination or expiration of this Agreement in the condition in which it was received, normal wear and tear excepted.
- 3.3 The parties 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 or other controlled information is released. 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 patents in a timely manner.

#### ARTICLE 4. FINANCIAL OBLIGATIONS

- 4.1 WR-ALC and Georgia enter into this CRADA on a "no exchange of funds basis." Each party shall expend such funds and resources as may be required by either party in the conduct of any activities governed by this agreement.

- 4.2 Where an exchange of funds is deemed to be required by the Parties in furtherance of this agreement, a specific separate agreement creating a financial obligation of either party to the other shall be required.
- 4.3 Individual entities such as research institutions of the state or private firms participating in Georgia Aerospace Innovation Center activities contemplated by this CRADA shall not be precluded or excluded from entering into separate, "non-CRADA" contracts or agreements between participating entities and WR-ALC as may be permitted under law and regulations, e.g. the Joint Ethics Regulation and the Organizational Conflict of Interest provisions of the Federal Acquisition Regulation (FAR), provided that any such "non-CRADA" contracts or agreements as may be entered into do not derive from, create or imply any financial obligations between WR-ALC and Georgia under this CRADA.

## ARTICLE 5. PATENTS

- 5.1 Disclosure of Inventions. Each party shall report to the other party, in writing, each invention made under this agreement, promptly after the existence of each such invention, in the exercise of reasonable diligence, becomes known.
- 5.2 Rights in Inventions. Each party shall separately own any invention made solely by its respective employees under this agreement. Inventions made jointly by WR-ALC and Aerospace Innovation Center employees and/or employees of the firms and institutions represented by the Aerospace Innovation Center shall be jointly owned by all parties. The Aerospace Innovation Center shall have an option to choose an exclusive license for a pre-negotiated field of use at a reasonable royalty rate, subject to the conditions set forth in 15 U.S.C. § 3710a(b)(1)(A), (B) and (C), in any invention made in whole or in part by Air Force activity employees under this agreement. The Aerospace Innovation Center shall exercise the option to obtain a license by giving written notice thereof to WR-ALC within three (3) months after disclosure of the Invention under paragraph 5.1. The royalty rate, field of use and other terms and conditions of the license shall be set forth in a separate license agreement and shall be negotiated promptly after notice is given. The Aerospace Innovation Center hereby grants to the Government, in advance, a Government Purpose License in accordance with DFARS 227.7103-5(b) and 252.227-7004 in any invention made by Aerospace Innovation Center employees under this agreement.
- 5.3 Filing Patent Applications. The Aerospace Innovation Center shall have the first option to file a patent application on any invention made under this agreement, which option shall be exercised by giving notice in writing to WR-ALC within three (3) months after disclosure of the invention under paragraph 5.1, and by filing a patent application in the U.S. Patent and Trademark Office within six (6) months after written notice is given. If the Aerospace Innovation Center elects not to file or not to continue prosecution of a patent application on any such invention in any country or countries, the Aerospace Innovation Center shall notify WR-ALC thereof at least three (3) months prior to the expiration of any applicable filing or response deadline, priority period or statutory bar date. In any country in which the Aerospace Innovation Center does not file, or does not continue prosecution of, or

make any required payment on, an application or patent on any such invention, WR-ALC may file, or continue prosecution of, or make any required payment on, an application or patent, and the Aerospace Innovation Center agrees, upon request by WR-ALC, to assign to the Government all right, title and interest of the Aerospace Innovation Center in any such application or patent and to cooperate with WR-ALC in executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

The party filing an application shall provide a copy thereof to the other party.

Note: Any patent application filed on any invention made under this agreement shall include in the patent specification thereof the statement: "This invention was made in the performance of a Cooperative Research and Development Agreement with the Department of the Air Force. The Government of the United States has certain rights to use the invention."

- 5.4 Patent Expenses. Unless otherwise agreed, the party filing an application shall pay all patent application preparation and filing expenses and issuance, post issuance and patent maintenance fees associated with that application.

## ARTICLE 6. COPYRIGHTS

- 6.1 The Aerospace Innovation Center shall own the copyright in all works created in whole or in part by the Aerospace Innovation Center Under this agreement, which are copyrightable under Title 17, United States Code. The Aerospace Innovation Center shall mark any such works with a copyright notice showing the Aerospace Innovation Center as an owner and shall have the option to register the copyright at the Aerospace Innovation Center's expense.
- 6.2 The Aerospace Innovation Center hereby grants in advance to the Government a special purpose license in all copyrighted works created under this agreement. The Aerospace Innovation Center will prominently mark each such copyrighted work subject to the special purpose license with the words: "This work was created in the performance of a Cooperative Research and Development Agreement with the Department of the Air Force. The Government of the United States has certain rights to use this work."
- 6.3 The Aerospace Innovation Center shall furnish to WR-ALC, at no cost to WR-ALC, three (3) copies of each work created in whole or in part by the Aerospace Innovation Center under this agreement.

## ARTICLE 7. PROPRIETARY INFORMATION

- 7.1 Neither party to this agreement shall deliver to the other party any proprietary information not developed under this agreement, except with the written consent of the receiving party. Unless otherwise expressly provided in a separate document, such proprietary information shall not be disclosed by the receiving party except under a written agreement of confidentiality to employees and contractors of the receiving party who have a need for the information in connection with their duties under this agreement. The Government shall not be liable for release of unmarked information.

7.2 Proprietary information developed under this agreement shall be owned by the developing party, and any jointly developed proprietary information shall be jointly owned. The Government shall have a special purpose license to use, duplicate and disclose, in confidence, and to authorize others to use, duplicate and disclose, in confidence, for government purposes, any such proprietary information developed under this agreement solely by the Aerospace Innovation Center. The Aerospace Innovation Center may use, duplicate and disclose, in confidence, and authorize others on its behalf to use, duplicate and disclose, in confidence, any such proprietary information developed under this agreement solely by WR-ALC. Proprietary information developed under this agreement shall be exempt from the Freedom of Information Act, 5 U.S.C. § 552 et seq., as provided at 15 U.S.C. § 3710a(c)(7)(A) and (B). The exemption for proprietary information developed jointly by the parties or solely by WR-ALC shall expire not later than five (5) years from the date of development of such proprietary information.

## ARTICLE 8. TERM, MODIFICATION, EXTENSION TERMINATION AND DISPUTES

- 8.1 Term and Extension. The term of this agreement is for a period of sixty (60) months, commencing on the effective date of this agreement. This agreement shall expire at the end of this term unless both parties hereto agree in writing to extend it further. Expiration of this agreement shall not affect the rights and obligations of the parties accrued prior to expiration.
- 8.2 Modification. Any modifications shall be by mutual written agreement signed by the parties' representatives authorized to execute this agreement and attached hereto. A copy of any modifications will be forwarded to the reviewing official for information purposes.
- 8.3 Termination. Either party may terminate this agreement for any reason upon delivery of written notice to the other party at least one (1) month prior to such termination. Termination of this agreement shall not affect the rights and obligations of the parties accrued prior to the date of termination of this agreement. In the event of termination by either party, each party shall be responsible for its own costs incurred through the date of termination, as well as its own costs incurred after the date of termination and which are related to the termination. If WR-ALC terminates this agreement, it shall not be liable to the Aerospace Innovation Center or its contractors or subcontractors for any costs resulting from or related to the termination, including, but not limited to, consequential damages or any other costs.
- 8.4 Disputes. All disputes arising out of, or related to, this agreement shall be resolved in accordance with this article.
- 8.4.1 The parties shall attempt to resolve disputes between themselves. Resolution attempts must be documented and kept on file by the local technology transfer focal point for WR-ALC. Either party may refer in writing any dispute which is not disposed of by agreement of the parties to the reviewing official for decision.

- 8.4.2 Reviewing Official. The reviewing official shall, within sixty (60) days of the receipt of the dispute, notify the parties of the decision. This decision shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, either party submits to the Reviewing Official a written appeal addressed to the Office of the Assistant Secretary of the Air Force (Acquisition), Deputy Assistant Secretary (Science, Technology, and Engineering).
- 8.4.3 Office of the Assistant Secretary of the Air Force (Acquisition), Deputy Assistant Secretary (Science, Technology, and Engineering). The decision of the Assistant Secretary of the Air Force (Acquisition), Deputy Assistant Secretary (Science, Technology, and Engineering), or his duly authorized representative, on the appeal shall be final and conclusive.
- 8.5 Continuation of Work. Pending the resolution of any such dispute, work under this agreement will continue as elsewhere provided herein.

## ARTICLE 9. REPRESENTATIONS AND WARRANTIES

- 9.1 WR-ALC hereby represents and warrants to the Aerospace Innovation Center as follows:
  - 9.1.1 Mission. The performance of the activities specified by this agreement are consistent with the mission of WR-ALC.
  - 9.1.2 Authority. All prior reviews and approvals required by regulations or law have been obtained by WR-ALC prior to the execution of the agreement. The WR-ALC official executing this agreement has the requisite authority to do so.
  - 9.1.3 Statutory Compliance. WR-ALC, prior to entering into this agreement, has (1) given special consideration to entering into cooperative research and development agreements with small business firms and consortia involving small business firms; (2) given preference to business units located in the United States which agree that products embodying an invention made under this agreement or produced through the use of such invention will be manufactured substantially in the United States; and (3) taken into consideration, in the event this agreement is made with an industrial organization or other person subject to the control of a foreign company or government, whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements with such foreign country.
- 9.2 The Aerospace Innovation Center hereby represents and warrants to WR-ALC as follows:
  - 9.2.1 Corporate Organization. The Aerospace Innovation Center, as of the date hereof, is an instrumentality of the State of Georgia duly organized, validly existing and in good standing under the laws of the State of Georgia.

9.2.2 Statement of Ownership. The Aerospace Innovation Center is not foreign owned or a subsidiary of a foreign-owned entity. The Aerospace Innovation Center has the right to assignment of all inventions made and copyrightable works created by its employees under this agreement.

9.2.3 Authority. The Aerospace Innovation Center official executing this agreement has the requisite authority to enter into this agreement and the Aerospace Innovation Center is authorized to perform according to the terms thereof.

## ARTICLE 10. LIABILITY

10.1 Property. All property is to be furnished "as is." Except as otherwise provided in this agreement or the attached work plan, no party to this agreement shall be liable to any other party for any property of that other party consumed, damaged or destroyed in the performance of this agreement, unless it is due to the gross negligence or willful misconduct of the party or an employee or agent of the party.

10.2 Aerospace Innovation Center Employees. The Aerospace Innovation Center agrees to indemnify and hold harmless and defend the Government, its employees and agents, against any liability or loss for any claim made by an employee or agent of the Aerospace Innovation Center, or persons claiming through them, for death, injury, loss or damage to their person or property arising in connection with this agreement, except to the extent that such death, injury, loss or damage arises solely from the negligence of WR-ALC or its employees.

10.3 **NO WARRANTY. EXCEPT AS SPECIFICALLY STATED IN ARTICLE 9, OR IN A LATER AGREEMENT, THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE RESEARCH OR ANY INVENTION OR OTHER INTELLECTUAL PROPERTY, OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, MADE, OR DEVELOPED UNDER THIS AGREEMENT, OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR OTHER INTELLECTUAL PROPERTY, OR PRODUCT. THE PARTIES FURTHER MAKE NO WARRANTY THAT THE USE OF ANY INVENTION OR OTHER INTELLECTUAL PROPERTY OR PRODUCT CONTRIBUTED, MADE OR DEVELOPED UNDER THIS AGREEMENT WILL NOT INFRINGE ANY OTHER UNITED STATES OR FOREIGN PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**

10.4 Other Liability. The *Government* shall not be liable to any party to this *agreement*, whether directly or by way of contribution or indemnity, for any claim made by any person or other entity for personal injury or death or for property damage or loss, arising in any way from this *agreement*, including, but not limited to, the later use, sale or other disposition of research and technical developments, whether by

resulting products or otherwise, whether made or developed *under this agreement* or contributed by either party pursuant to this *agreement*, except as provided under the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq*) or other Federal law where sovereign immunity has been waived.

## ARTICLE 11. GENERAL TERMS AND PROVISIONS

- 11.1 Disposal of Toxic or Other Waste. The *Aerospace Innovation Center* shall be responsible for removal and disposal from *Air Force activity* premises of toxic or other material provided or generated by *Aerospace Innovation Center* in the course of performing this *agreement*, except that, for purposes of this *agreement*, removal and disposal of hazardous materials and wastes in amounts and of types typically produced during operation of WR-ALC facilities described in the work plan will be the responsibility of WR-ALC. Removal and disposal of hazardous materials and wastes over and above amounts and different from types typically produced during operation of WR-ALC facilities described in the work plan will be the responsibility of the *Aerospace Innovation Center*. The *Aerospace Innovation Center* shall obtain, at its own expense, all necessary permits and licenses as required by local, state, and Federal laws and regulations and shall conduct such removal and disposal in a lawful and environmentally responsible manner.
- 11.2 Force Majeure. Neither party shall be in breach of this *agreement* for any failure of performance caused by any event beyond its reasonable control and not caused by the fault or negligence of that party. In the event such a force majeure event occurs, the party unable to perform shall promptly notify the other party and shall in good faith maintain such part performance as is reasonably possible and shall resume full performance as soon as is reasonably possible.
- 11.3 Relationship of the Parties. The parties to this *agreement* and their employees are independent contractors and are not agents of each other, joint venturers, 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.
- 11.4 Publicity/Use of Name Endorsement. Any public announcement of this *agreement* shall be coordinated between the *Aerospace Innovation Center*, WR-ALC and the public affairs office supporting WR-ALC. By entering into this *agreement*, WR-ALC or the *Government* does not directly or indirectly endorse any product or service provided, or to be provided, by *Aerospace Innovation Center*, its successors, assignees, or licensees. The *Aerospace Innovation Center* shall not in any way imply that this *agreement* is an endorsement of any such product or service.
- 11.5 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.

- 11.6 Governing Law. The construction, validity, performance and effect of this *agreement*, for all purposes, shall be governed by the laws applicable to the *Government*.
- 11.7 Waiver of Rights. Any waiver shall be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.
- 11.8 Severability. The illegality or invalidity of any provision of this *agreement* shall not impair, affect or invalidate the other provisions of this *agreement*.
- 11.9 Assignment. Neither this *agreement* nor any rights or obligations of any party hereunder shall be assigned or otherwise transferred by any party without the prior written consent of all other parties.
- 11.10 Controlled Information. The parties understand that information and materials provided pursuant to or resulting from this *agreement* may be export controlled, classified, or unclassified sensitive and protected by law, executive order or regulation. Nothing in this *agreement* shall be construed to permit any disclosure in violation of those restrictions. These restrictions apply to the business and educational units represented by the AIC as well as firms or individuals employed or under contract with them.

## ARTICLE 12. NOTICES

12.1. Notices specified in this *agreement* shall be deemed made if given and addressed as set forth below.

A. Send formal notices under this *agreement* by prepaid certified U.S. Mail to:

*Warner Robins Air Logistics Center:* Attn: Wiley Livingston or Greg Sutton  
450 Third Street  
Robins AFB GA 31098

*Aerospace Innovation Center:* Attn: Don Betts, Program Director  
Georgia Centers of Innovation  
404 Peterson Avenue North  
Douglas GA 31533

B. Send correspondence on technical matters by prepaid ordinary U.S. Mail to:

*Warner Robins Air Logistics Center:* Attn: Wiley Livingston or Greg Sutton  
450 Third Street  
Robins AFB GA 31098

*Aerospace Innovation Center:* Attn: Nick Fuhrman, Director (Acting)  
Nick Fuhrman & Associates  
4625 Kempton Place, NE  
Marietta GA 30067

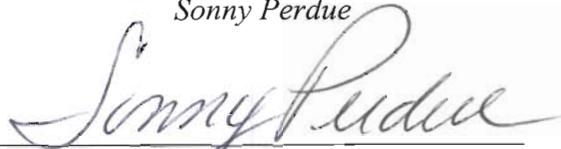
**IN WITNESS WHEREOF**, the parties have executed this *agreement* in duplicate through their duly authorized representatives as follows:

**STATE OF GEORGIA**

**WARNER ROBINS AIR LOGISTICS  
CENTER**

*Sonny Perdue*

*Maj Gen Thomas J. Owen*



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*Governor*



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*Commander*

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*(Date Signed)*

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*(Date Signed)*

**REVIEWED AND APPROVED BY AIR FORCE REVIEWING OFFICIAL:**

*(Name of Air Force Reviewing Official--Printed or Typed)*

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*Maj Gen Thomas J. Owen*

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*(Signature)*

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*(Date Signed)*

## **APPENDIX A WORK PLAN**

- 1.0 OBJECTIVE: The objective of this CRADA is to create an intelligent partnership between WR-ALC and the State of Georgia for applied research and development and to strengthen the ability and capacity of Georgia firms to participate in the WR-ALC supply chain. Potential services to be provided by Georgia include, but are not limited to, world-class subject-matter expertise, research and development facilities, engineering design, process design, software development, and business venture support as pertains to meeting technological challenges defined by WR-ALC. Statements of identified WR-ALC needs are developed via the WR-ALC Strategic Technology Plan, Weapon Systems Roadmaps, and wing or group roadmaps. Georgia shall endeavor under this CRADA to apply its capabilities to meet such needs and others as may arise by virtue of a consultative relationship between the state government and WR-ALC. Intellectual property (inventions, patents, copyrights, software, trade secrets, data, etc.) can be expected to result from the task projects undertaken within the framework provided by this CRADA. Intellectual property (inventions, patents, copyrights, software, trade secrets, data, etc.) developed under this CRADA will be governed by Articles 5, 6, and 7.
  
- 2.0 SCOPE: This CRADA is intended as the comprehensive interface between the State of Georgia and all WR-ALC operational wings and tenant combatant commands, as may exist during the period of the CRADA.
  
- 3.0 BACKGROUND:
  - 3.1 GEORGIA: As a state government, Georgia maintains a unique “honest broker” position, having the ability to utilize unique public-private consortia to meet WR-ALC needs. The membership of a particular consortium established by Georgia pursuant to this CRADA may consist of: universities, state agencies, businesses, and investors. Such consortia have the potential to address WR-ALC needs in a more timely and cost-effective manner than traditional research and development contracts and traditional procurement mechanisms.
  
  - 3.2 WR-ALC: WR-ALC possesses critical information with respect to its technological needs and the timing of requirements, and desires to confidently share such information, scientific skills, facilities, personnel, special equipment, data, process knowledge, computer software, and expert knowledge with Georgia to advance the purposes of this CRADA. WR-ALC’s mission to support the warfighter is supported by timely development and insertion of unique technologies and process improvements to be obtained through this CRADA. Technology transfers from WR-ALC to Georgia consortia are expected to result in new process innovations, inventions, and

products that support the WR-ALC mission, as well as for third party commercial use.

4.0 Technical Tasks: WR-ALC and Georgia will agree to the scope of the projects to be performed under this CRADA and work plan and the participation and documentation in the form of progress reports and final reports required of each party as technical topics mature from concepts to become projects of Georgia consortia. No task shall be covered by the terms of this agreement until a separate task letter agreement, outlining the exact nature of such tasks, is signed in accordance with CRADA paragraph 3.1.

5.0 DELIVERABLES AND DESIRED BENEFITS:

5.1 DELIVERABLES: Deliverables will be dependant upon the scope and tasking agreement for such projects as are undertaken, and deliverables shall be determined at such time in the task letter agreement.

5.2 BENEFITS TO GEORGIA: This teaming arrangement will enhance scientific and engineering development, offer insight into doing business with the federal government, promote job creation, and increase access to aerospace testing expertise and feasibilities to Georgia.

5.3 BENEFITS TO WR-ALC: This teaming arrangement will resolve technical needs existing at WR-ALC and extend the design, redesign, production, and analysis capabilities of WR-ALC, enabling it to respond promptly to requests by the warfighter. It also enables self-sufficiency and less reliance on internal USAF funding. The bond between WR-ALC and Georgia will be strengthened as a result of this agreement.

6.0 OTHER: In furtherance of the CRADA's purpose and intent, Georgia and WR-ALC agree to share such information between them as lawful and necessary to validate a technical topic, discuss potential solutions, and establish consortia for the intended projects. Toward this end, Georgia shall provide WR-ALC such expert technical assistance as needed to explore potential project opportunities, and WR-ALC shall provide insight into its technology needs on a contemporaneous and consultative basis.

7.0 MILESTONES: Milestones shall be determined for each such task letter agreement executed pursuant to this CRADA and work plan.

8.0 REPORTS: Quality and quantity of reports shall be determined by WR-ALC for each such task letter agreement executed pursuant to this CRADA and work plan; formats may be supplied from government-furnished contract data requirements lists (CDRLs). Typically, a bimonthly status report would be submitted by the consortium for government review, and a final report would be submitted by the consortium to

the government within two months of project completion.

9.0 RELEASE OF LIABILITY AGREEMENTS: All *collaborator* personnel (e.g., any person participating in a Georgia-sponsored consortia) working at WR-ALC or other U.S. Air Force premises *under this agreement* will sign and return to the *Air Force activity*, at the address listed in Article 12.1, a release of liability agreement (see Appendix B) before commencing any work *under this agreement* on U.S. Air Force premises.

**APPENDIX B**  
**RELEASE OF LIABILITY AGREEMENT**

In consideration of being allowed to use the facilities of the United States Air Force, I hereby accept full responsibility for any risks related to my own use of such facilities and for my own safety. I hereby release forever the Government of the United States (U.S. Government), its agencies and personnel, from every liability whatsoever to me arising out of the use of such facilities, including liabilities for personal injury or death and property damage or loss, except to the extent that the death, injury, loss or damage results from the gross negligence or willful misconduct of U.S. Government personnel. For the purposes of this Agreement, "U.S. Government personnel" includes military personnel and civilian employees of the United States, including non-appropriated fund employees acting within the scope of their employment, and the heirs, successors, executors, administrators and assigns of such personnel and employees.

I make this release for myself and on behalf of my heirs, successors, executors, administrators and assigns.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Collaborator Employee

## **APPENDIX C**

### **Facilities Support**

WR-ALC will provide access to personnel and equipment on a negotiated basis as required for each task. Some of, but not limited to, the facilities and expertise to be made available are:

1. Electronics Laboratories and Facilities
2. Aircraft Maintenance Facilities
3. Mechanical, Metallurgical, Chemical, and Environmental Testing Equipment
4. Metal Forming Research and Development
5. Coordinate Measurement
6. Product and Process Data Tools
7. Corrosion Test and Evaluation