Sandia National Laboratories

# CRADA

## Cooperative Research and Development Agreements

# COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (CRADA)

## What is a CRADA?

*A Cooperative Research and Development Agreement (CRADA) enables Sandia National Laboratories and one or more partners outside the Federal government to collaborate and share the results of jointly conducted research.*

Although a CRADA is just one of the partnering mechanisms Sandia uses to provide access to its world-class facilities, technologies, scientists, and engineers, this agreement type is unique in its collaborative nature. CRADAs foster mutually beneficial partnerships in which the participant and Sandia work together as collaborators in facilitating cutting-edge research and development (R&D) for ultimate commercialization.

## What makes a CRADA possible?

As a partnership agreement, a CRADA is a legal document that permits the transfer of Sandia's technologies, processes, R&D capabilities, and technical know-how to the private sector or academia. Such technology transfer is authorized by the Stevenson-Wydler Technology Innovation Act of 1980.

**The DOE/Sandia Scaled Wind Farm Technology (SWiFT) facility allows for rapid, cost-efficient testing and development of transformative wind energy technology, with specific emphasis on improving wind plant performance.**

*For more information visit* **swift.sandia.gov**.

*Exceptional service in the national interest*

## CRADA Benefits

*Executing a CRADA can allow a Non-Federal Entity (NFE) participant to:*

- Access NTESS's unique personnel, technologies, processes, capabilities, and knowledge
- Option to negotiate a license to NTESS-developed intellectual property
- Combine resources to accomplish R&D objectives
- Develop a strategic collaboration that can span time and capabilities

## Getting Started

*Before work can begin under a CRADA, the following is required:*

- A written statement of work and related supporting documentation
- Acceptance of the CRADA's legal terms and conditions
- Identification of a funding source
- Review and approval of the project by DOE
- Negotiation of intellectual property and rights (thereof)

*Is a CRADA right for you?* For guidance with regard to the appropriate mechanism contact **CRADA@sandia.gov**.

**"Working with Sandia allows each company to focus on what we do best. Sandia designs cutting-edge microfabricated components and Rockwell Collins can integrate them to demonstrate new radio capabilities."**

**- Jon Lovseth**, *Senior Engineering Manager,* Advanced Radio Systems: Receiver Exciter Technology, Rockwell Collins Advanced Technology Center

## Funding

*CRADAs involve two types of funding:*

**Funds-In:** *Cash payments made by the Participant to pay for CRADA work.*

DOE requires that the Participant maintain a 60-day funding reserve. This funding reserve cannot be used to pay NTESS's costs for CRADA work until the Participant's total funds-in contribution has been received. Since NTESS can perform work only when funding is received in advance, the Participant shall also provide a minimum of 30 days of advance funding. NTESS shall not begin work under the CRADA until the agreement is executed and both the 60-day funding reserve and the 30-day minimum advance funding are received.

**TIP: Acceptance of the pre-approved CRADA Terms and Conditions greatly expedites Agreement execution**

DOE also requires a 3% Federal Administrative Charge be added to funds-in unless the Participant is eligible for an exception to full-cost recovery (e.g. small businesses, institutes of higher education, state and local governments).

**In-Kind:** *In-kind refers to non-cash contributions of labor, property, or services provided by a Participant in support of the CRADA effort.*

In-kind contributions include personnel, personal property (equipment and supplies) and capital equipment. All CRADAs must have in-kind support from the Participant, even when the project is being paid for solely with Participant funds.

## Intellectual Property

In most circumstances, both the CRADA Participant and NTESS will be utilizing existing intellectual property (Background Intellectual Property or BIP) that they have already created. Each party will identify its BIP prior to the execution of the CRADA in order to avoid any confusion during the course of the CRADA relative to ownership of the BIP. BIP typically includes:

- Existing inventions,
- Existing patents or patent applications,
- Existing software codes/copyrights,
- Existing mask works, and
- Existing engineering designs/blueprints.

Identified BIP will be incorporated into an Annex of the CRADA document.

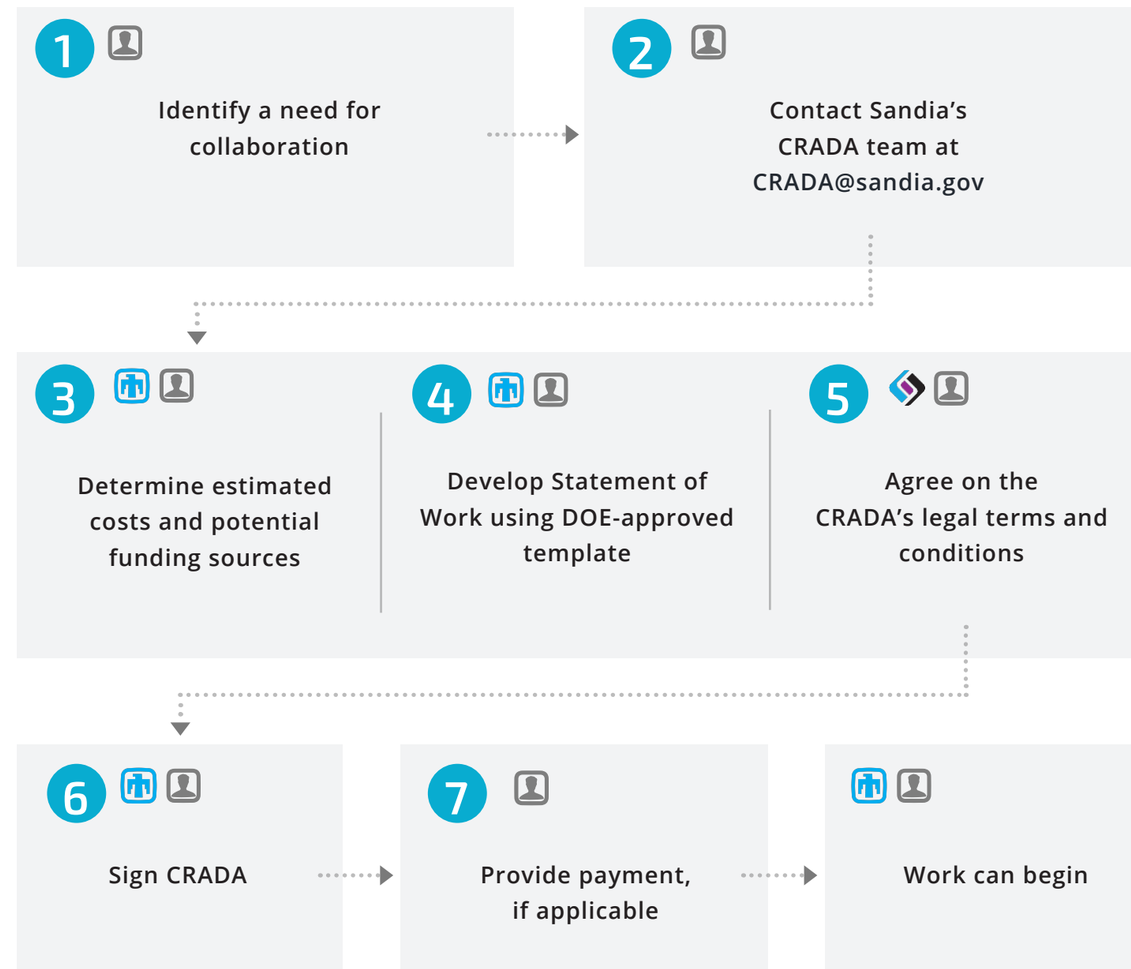
## Information Exchange

Once a CRADA is executed, properly marked information exchanged by NTESS and the CRADA Participant is protected under the CRADA. However, during all preliminary discussions before the CRADA is executed, exercise caution prior to exchanging information.

A Non-Disclosure Agreement (NDA) should be completed and signed by both Parties before any Proprietary Information is disclosed to NTESS or received from NTESS prior to execution of the CRADA.

**TIP: Sending payment via Electronic Funds Transfer (EFT) will allow you to start work faster**

## CRADA Execution Process




Legend

- Sandia Responsibility
- Sandia CRADA Agreement Specialist Responsibility
- CRADA Participant Responsibility

**Interested in collaborating with Sandia in a technical area but don't yet have a specific project in mind?**

Contact us at crada@sandia.gov or view current collaborative opportunities at crada.sandia.gov.

Sandia National Laboratories

TECHNOLOGY
# Partnerships

To learn more about industry or university partnership opportunities with Sandia, visit sandia.gov/partnerships or contact us at partnerships@sandia.gov

To learn more about licensing and technology transfer at Sandia, visit ip.sandia.gov or contact us at ip@sandia.gov

U.S. DEPARTMENT OF ENERGY

NNSA National Nuclear Security Administration

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