



The Strategic Partnership Projects Agreement contracts the performance of work, such as research and development, applied engineering or technical services, for sponsors outside of the Department of Energy.



Strategic Partnership Projects at INL

Battelle Energy Alliance (BEA), the management and operating contractor at Idaho National Laboratory (INL), manages a Strategic Partnership Projects (SPP) Program that contracts the performance of work, such as research and development or applied engineering, for sponsors outside of the Department of Energy (DOE).

Through the SPP Program, INL develops unique science and engineering solutions for other federal agencies, private companies, universities and state and local government (sponsors). Its primary purpose is to make available the wealth of technologies, distinctive personnel and expertise, and facilities.

INL's advanced state-of-the-art technology, materials and services are provided to the public to benefit agreements of national importance and to enhance industrial competitiveness.

SPP's portion of the INL budget varies between 25 and 40%, depending on the research needs of federal agencies and nonfederal entities that operate outside of DOE. SPP can enhance transfer of technology to the private sector and supports the long-term benefit toward strengthening the competitiveness of U.S. industry.

U.S. customers who use INL's SPP Program include the Army, Navy, Air Force, Nuclear Regulatory Commission, NASA, and the departments of Defense, Homeland Security

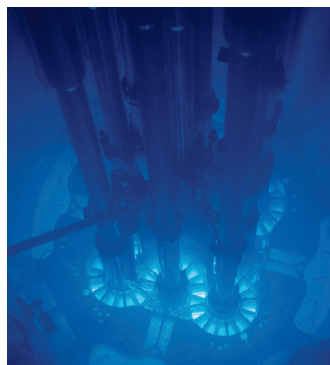
and National Security, as well as universities and private industry.

Rules and Regulations
The following rules and regulations apply to INL's SPP Program:

- Work must not compete with the private sector.
- Work must align with INL's mission.
- Work is on a best-effort, full-cost recovery basis.
- A 90-day upfront payment is required.
- Work must not be in response to a request for proposal.

SPP PROCESS

An INL principal investigator (PI) processes AMPS for mission organization approval and completes a Statement



of Work. The agreement specialist (with support from the PI) prepares the SPP package for internal review and approval, then submits it to DOE and engages the nonfederal entities. Nothing is executed until DOE decides to approve the project.

Upon the execution of the agreement, and receipt of funding from the sponsor, work on the project will begin.

DOE-Idaho exercises oversight of all SPP projects and assigns a technical monitor, who participates in agreement reviews, design reviews, meetings with sponsors and evaluation of any monthly status (project milestones, funding and schedules) and other activities such

as progress reports from the project manager.

It is crucial for individuals involved in a SPP project to work closely with the DOE-Idaho technical monitor from the beginning of the project to provide appropriate insight and support.

The intellectual property rights associated with the work performed through the SPP Program is outlined in the individually signed agreements as regulation around this varies.

SPP OBJECTIVES

- To provide assistance to other federal agencies and nonfederal entities in accomplishing goals that may otherwise be unattainable and to avoid the possible duplication of effort at federal facilities.
- To provide access for non-DOE entities to highly specialized or unique DOE facilities, services or technical expertise.

- To increase research and development interactions and transfer of technology originating in DOE facilities to industry for further development or commercialization.
- To maintain core competencies and enhance the science and technology capabilities at DOE facilities.

FOR MORE INFORMATION

Agreement Specialists

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Cooperative Research and Development Agreement (CRADA)

A CRADA facilitates the commercialization of federally developed technology.



A cooperative research and development agreement (CRADA) is a written agreement between a nonfederal entity and Battelle Energy Alliance (BEA), the management and operating contractor at Idaho National Laboratory (INL), to work together on a project.

Created as a result of the Stevenson-Wydler Technology Innovation Act of 1980, a CRADA allows the U.S. federal government and nonfederal participants to optimize their resources, share technical expertise in a protected environment, share intellectual property emerging from the effort, and advance the commercialization of federally developed technology.

A CRADA contains provisions driven primarily by statutes and policy. These

provisions are designed to be responsive to the needs of different CRADA participants, while protecting the interest of the public.

The Department of Energy (DOE) provides a standard document to begin negotiations, and the parties may negotiate some of the provisions to respond to the needs of the participant. All CRADAs are subject to the approval of the DOE.

The following information provides interested parties an opportunity to learn more about INL's CRADA provisions.

CRADA CHARACTERISTICS

- In the collaborative effort, the government may contribute a wide variety of resources, but no funds.
- The government may contribute personnel, services, facilities, equipment, intellectual

property and any other resources that would fall under the umbrella of "personnel, services and property."

- The CRADA is not a procurement contract or grant and should not be viewed as an alternative to normal procurement procedures.
- With regard to licensing, in all CRADA cases, the government retains a nonexclusive, nontransferable, irrevocable, paid-up license to inventions developed under the CRADA.

STATEMENT OF WORK

A CRADA must include a description of the work to be performed, called a Statement of Work, that has been negotiated by the parties. The Statement of Work must describe all

technical tasks, identify the responsible parties for each task, and list the deliverables (reports, prototypes, etc.).

FUNDING AND COSTS

A CRADA also must define the funding arrangement between the parties. It may be arranged in various ways. The participant may split the funding with the government or fund up to 100% of the work. If it is a 100% funds-in CRADA with no government contribution, then 90-day advance is required before work can commence. The participant may provide cash funding or in-kind contributions (hours of work, equipment, testing, etc.).

However, a CRADA cannot be used as a mechanism to transfer government funds for a participant's services or government property to the participant. Also, all contributions by the U.S. government are subject to available funding.

TERM AND TERMINATION

The term of a CRADA may be negotiated by the parties. A CRADA may be modified if additional work or an extension of time is required. The CRADA also may be terminated in accordance with the terms, by advanced written notice by either party.

CONFIDENTIALITY

Proprietary information may be protected. The parties may negotiate the provision and obligations for nondisclosure of proprietary information within certain limitations.

Also, information generated as a result of the work may be protected from disclosure for a limited

number of years. The name of the participant cannot be considered proprietary. An executive summary of the work must be published on DOE's OSTI site at the start.

LIABILITY

A CRADA generally must include a disclaimer of express and implied warranties as to the conduct of the research. It also must indemnify the U.S. government and BEA from all costs related to personal injury and property damage that may result from the participant's commercialization and use of a product, process or service resulting from the research.

RIGHTS TO INTELLECTUAL PROPERTY

As a general rule, any inventions made solely by a participant will be owned by the participant; any inventions made solely by the federal laboratory employee will be owned solely by BEA; and any jointly made inventions will be jointly owned by the collaborating party and BEA. CRADA participants always are given an option to negotiate up to an exclusive field-of-use license to inventions made under the CRADA for reasonable compensation.

Although rarely exercised, the DOE also retains "March-in Rights" to grant licenses to intellectual property in exceptional circumstances (health, safety, failure to comply with certain statutory provisions, etc.). The U.S. government also retains a nonexclusive right to all inventions that result from the CRADA for government purposes only. Specifically,



the government retains a license to practice any inventions or to have any invention supplied to it by a third party or the participant at a royalty-free rate.

Similar rules apply to the allocations of rights to copyrights. Either party may assert copyright in any of its generated information, or allocation of rights to copyrights may be negotiated.

CRADA BENEFITS

- Industry partners can gain access to INL's technical expertise.
- Participants are given the opportunity to obtain rights to commercialize the results of government research and development.
- Participants also are allowed to protect certain CRADA information for up to five years.

HOW DO I GET A CRADA STARTED?

Start by contacting one of the Agreement Specialists listed in the left column.

FOR MORE INFORMATION

Agreement Specialists

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