

USAF COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

BETWEEN

OGDEN AIR LOGISTICS CENTER (OO-ALC)
75TH AIR BASE WING, 75TH MEDICAL GROUP (75 ABW/75 MDG)
BIOENVIRONMENTAL ENGINEERING SERVICES DIVISION (SGP)

and

BDM, INTERNATIONAL, INC

Article 1. Preamble

- 1.1 This Cooperative Research and Development Agreement (*Agreement*) for performing the work described in the Work Statement attached hereto as Appendix A is entered into pursuant to 15 U.S.C. § 3710a (as amended) and Air Force Policy Directive 61-3 by and between *BDM, International, Inc.*, (hereinafter referred to as "*Collaborator*"), located at 1572 N. Woodland Park Drive, Suite 500, Layton, Utah, and the United States of America as represented by the *Department of the Air Force, 75th MDG/SG, Bioenvironmental Engineering Services Division*, (hereinafter referred to as the "*Air Force Activity*"), located at Hill Air Force Base, UT 84056-5012. The terms and conditions of this *Agreement* are set forth as follows.

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:
- 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) 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 "*Government Purpose License*" or "*GPL*" means a license to the *Government* conveying a nonexclusive, irrevocable, worldwide, royalty-free license to practice and have practiced an *Invention* for or on behalf of the *Government* for government purposes and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement with the United States, and conveying the right to use, duplicate 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 *Government* purposes. *Government* purposes include competitive procurement, but do not include the right to have or permit others to practice an *Invention* or use, duplicate 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 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. § 7521 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 performed under this Agreement.

Article 3. Work Statement

3.1 The *Air Force Activity* is a recognized leader in the field of occupational health and industrial hygiene. The *Air Force Activity* developed the concepts and requirements for the Command Core System (CCS), and will continue to develop requirements for future enhancements. The CCS, known in the commercial world as the Environmental and Health Information System (EHIS), is a comprehensive automated data management system initially developed by the *Collaborator* for use by the *Air Force Activity* to manage data associated with Industrial Hygiene, Occupational Medicine, Waste Management, Pollution Prevention, Material Management, Safety, and related processes. CCS was, and continues to be developed upon an ORACLE platform using Graphical User Interface (GUI) and Client/Server technology. CCS is being developed on an HP9000 that is provided to the *Collaborator* by the *Air Force Activity* for the duration of this Agreement. The *Collaborator* and the *Air Force Activity* agree that the CCS has value to the commercial community, and that sale, lease or rental of the CCS to commercial activities would be an efficient way to effect technology transfer to the commercial community. The *Collaborator* shall therefore make the CCS available for sale, lease or rental to the commercial community and in turn, the *Air Force Activity* shall be paid royalties on each sale, lease or rental of the CCS as defined in Article 6.

3.2 The *Collaborator* may inspect *Government* property identified in Appendix A prior to use. Such property may be repaired or modified at the *Collaborator's* expense only after obtaining the written approval of the *Air Force Activity*. Any repair or modification of the property shall not affect the title of the *Government*. Unless *Air Force Activity* hereafter otherwise agrees, the *Collaborator* shall, at no expense to the *Air Force Activity*, 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 Payments from copyrights shall be payable by the *Collaborator* to the *Air Force Activity* in accordance with the provisions of Article 6.

4.2 Except as provided for in paragraph 4.1, payments by the *Collaborator* to the *Air Force Activity* under this Article shall be made payable to the *Air Force Activity* and mailed to the following address:

Accounting and Finance Office/FM1BF
6022 Fir Avenue
Hill Air Force Base, Utah 84056-5820

Payment will include the CRDA Number 98-00-02.

4.3 Royalty or other income from patents shall be payable in accordance with any patent license under Article 5.

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 the *Air Force Activity* and the *Collaborator* employees shall be jointly owned by both parties. The *Collaborator* shall have an option under 15 U.S.C. 3710a(b)(2) to obtain an exclusive or non-exclusive license at a reasonable royalty rate, subject to the retention of a *GPL* by the *Government*, in any *Invention Made* by the *Air Force Activity* employees *Under this Agreement*. The *Collaborator* shall exercise the option to obtain a license by giving written notice thereof to the *Air Force Activity* within three (3) months after disclosure of the *Invention* under paragraph 5.1. The royalty rate 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 *Collaborator* hereby grants to the *Government*, in advance, a *GPL* in any *Invention Made* by the *Collaborator* employees *Under this Agreement*.
- 5.3 **Filing Patent Applications.** The *Collaborator* 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 the *Air Force Activity* 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 *Collaborator* elects not to file or not to continue prosecution of a patent application on any such *Invention* in any country or countries, the *Collaborator* shall notify the *Air Force Activity* 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 *Collaborator* does not file, or does not continue prosecution of, or make any required payment on, an application on any such *Invention*, the *Air Force Activity* may file, or continue prosecution of, or make any required payment on, an application, and the *Collaborator* agrees, upon request by the *Air Force Activity*, to assign to the *Government* all right, title and interest of the *Collaborator* in any such application and to cooperate with the *Air Force Activity* in executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application. 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 invention may be manufactured and used by or for the Government of the United States for all government purposes without the payment of any royalty."
- 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 *Collaborator* shall own the copyright in all works *Created* in whole or in part by the *Collaborator Under this Agreement*, which are copyrightable under Title 17, United States Code. The *Collaborator* shall mark any such works with a copyright notice showing the *Collaborator* as an owner and shall have the option to register the copyright at the *Collaborator's* expense.
- 6.2 The *Collaborator* hereby grants in advance to the *Government* a *GPL* in all copyrighted works *Created Under this Agreement*. The *Collaborator* will prominently mark each such copyrighted work subject to the *GPL* 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 a royalty-free Government purpose license to use, duplicate or disclose the work, in whole or in part and in any manner, and to have or permit others to do so, for Government purposes."
- 6.3 The *Collaborator* shall furnish to the *Air Force Activity*, at no cost to the *Air Force Activity*, three (3) copies of each work *Created* in whole or in part by the *Collaborator Under this Agreement*.
- 6.4 The *Collaborator* shall pay to the *Air Force Activity* ten percent (10%) of all gross income received by the *Collaborator* or its affiliates from the sale, lease or rental of any copyrighted work *Created Under this Agreement*. The *Collaborator* shall pay to the *Air Force Activity* ten percent (10%) of all gross income or royalties received by

the *Collaborator* or its affiliates from the licensing or assignment of any copyrighted work *Created Under this Agreement*. Any sale, lease or rental to *Government* shall not be subject to payments hereunder and shall be discounted in price by a corresponding amount. All such payments to the *Air Force Activity* shall be due and paid on or before the last day of the month next following receipt by the *Collaborator* of any such gross income or gross royalties. The *Collaborator* shall provide to the *Air Force Activity* a report at least annually showing all gross income and royalties received. The *Collaborator* shall make payments due hereunder to the *Air Force Activity* in accordance with paragraph 4.3 of this *Agreement*. The *Collaborator's* obligation to make payments to the *Air Force Activity* hereunder shall survive expiration or other termination of this *Agreement*.

- 6.5 The *Air Force Activity*, at its expense, may require an accounting of income received by the *Collaborator* and its affiliates and may, at reasonable times and upon reasonable notice to the *Collaborator*, examine the *Collaborator's* and any affiliate's books and records to verify the accounting.

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*.
- 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. *Government* shall have a GPL 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 solely by the *Collaborator*. The *Collaborator* 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 solely by the *Air Force Activity*. *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) & (B). The exemption for *Proprietary Information* developed jointly by the parties or solely by the *Air Force Activity* shall expire not later than five 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 five (5) years, 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 three (3) months 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 the *Air Force Activity* terminates this *Agreement*, it shall not be liable to the *Collaborator* 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 Transfer Focal Point. Either party may refer any dispute, in writing, that 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 Office of the Assistant Secretary of the Air Force (Acquisition), Deputy Assistant Secretary (Science, Technology, and Engineering), or the 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 The *Air Force Activity* hereby represents and warrants to the *Collaborator* as follows:

9.1.1 **Mission.** The performance of the activities specified by this *Agreement* are consistent with the mission of the *Air Force Activity*.

9.1.2 **Authority.** All prior reviews and approvals required by regulations or law have been obtained by the *Air Force Activity* prior to the execution of the *Agreement*. The *Air Force Activity* official executing this *Agreement* has the requisite authority to do so.

9.1.3 **Statutory Compliance.** The *Air Force Activity*, 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 *Collaborator* hereby represents and warrants to the *Air Force Activity* as follows:

9.2.1 **University Status.** The *Collaborator*, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is a wholly owned subsidiary of TRW, Inc.

9.2.2 **Statement of Ownership.** The *Collaborator* is not a foreign owned or a subsidiary of a foreign-owned entity. The *Collaborator* has the right to assignment of all *Inventions Made* and copyrightable works *Created* by its employees *Under this Agreement*.

9.2.3 **Authority.** The *Collaborator* official executing this *Agreement* has the requisite authority to enter into this *Agreement* and the *Collaborator* is authorized to perform according to the terms thereof.

Article 10. Liability

10.1 **Property.** All property is to be furnished "as is." 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 **Collaborator Employees.** The *Collaborator* 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 *Collaborator*, 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 the *Air Force Activity* 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 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 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 COMPENSATORY, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

- 10.4 **Other Liability.** The *Government* shall not be liable to any other 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 whether 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 *Collaborator* shall be responsible for the removal and disposal from the *Air Force Activity* property of any and all toxic or other material provided or generated by the *Collaborator* in the course of performing this *Agreement*. The *Collaborator* shall obtain at its own expense all necessary permits and licenses as required by local, state, and Federal law and regulation 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 *Collaborator*, the *Air Force Activity* and the public affairs office supporting the *Air Force Activity*. The *Collaborator* shall not use the name of the *Air Force Activity* or the *Government* on any product or service which is directly or indirectly related to either this *Agreement* or any patent license or assignment which implements this *Agreement* without the prior written approval of the *Air Force Activity*. By entering into this *Agreement*, the *Air Force Activity* or the *Government* does not directly or indirectly endorse any product or service provided, or to be provided, by *Collaborator*, its successors, assignees, or licensees. The *Collaborator* 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 provisions 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.

Article 12. Notices

12.1 Notices, communications, and payments 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 US mail and address them:

Air Force Activity: OO-ALC/TIE Attn: (ORTA) Richard J. Healy
Address: 5851 F Street Telephone: (801) 777-2307
 Hill AFB, UT 84056-5713

Collaborator: BDM International, Inc. Attn: Mark G. Miller
Address: 1572 N. Woodland Park Drive Telephone: (801) 774-3001
 Suite 500
 Layton, UT 84041

B. Send correspondence on technical matters by prepaid ordinary US mail and address them:

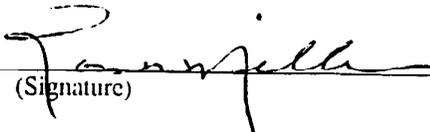
Air Force Activity: 75 MDG/SGPB Attn: Marcy Hess
Address: Bldg. 249, 6th Street Telephone: (801) 777-1077
 Hill AFB, UT 84056-5012

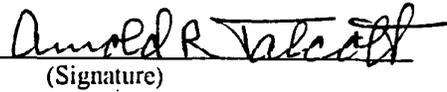
Collaborator: BDM International, Inc. Attn: Mark G. Miller
Address: 1572 N. Woodland Park Drive Telephone: (801) 777-3001
 Suite 500
 Layton, UT 84041

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

75TH MEDICAL GROUP (MDG)

BDM. INTERNATIONAL. INC

By: 
(Signature)

By: 
(Signature)

Name: ROSS N. MILLER

Name: Arnold R. Talcott

Title: Commander, Aerospace
Medicine Squadron

Title: Manager, Contracts

Date: 27 May 1998

Date: 11 June 1998

Reviewed and approved by
Air Force REVIEWING OFFICIAL

(Signature)

Name: _____

Title: _____

Date: _____

Appendix A: Work Statement

- 1.0 **Title:** This CRDA is a Cooperative Research and Development Agreement between the Bioenvironmental Services Division, 75th Medical Group (75 MDG), Ogden Air Logistics Center, and BDM International, Inc.
- 2.0 **Objective:** The Command Core System (CCS) is an environmental, health and safety information system that is under development by the *Collaborator* under the direction of the *Air Force Activity*. Presently, version 3.2 has been developed and baselined. Version 3.3 is currently under development. Market research indicates that the CCS is the only comprehensive, integrated system available today to government and commercial entities with similar needs for tracking and managing environmental, health and safety data. This *Agreement* will further the development and marketing of the CCS to these government and commercial activities. The *Collaborator* and the *Air Force Activity* agree that the CCS has value to the commercial community, and that sale, lease or rental of the CCS to commercial activities would be an efficient way to effect technology transfer to the commercial community. The *Collaborator* shall therefore make the CCS available for sale, lease or rental to the commercial community, and in turn, the *Air Force Activity* shall be paid royalties on each sale, lease or rental of the CCS as defined in Article 6 of the *Agreement*. The CCS will be provided at no cost to government agencies through the purposes of a *Government Purpose License (GPL)* as defined in Article 2.5 of this *Agreement*. Installation and tailoring of the CCS for government purposes may be purchased from the *Collaborator*. This will provide technology transfer from the *Air Force Activity* to other government agencies.
- 3.0 **Background:** The *Air Force Activity* is a recognized leader in the field of occupational health and industrial hygiene and has an advanced understanding of the system requirements necessary to support an automated system. The *Air Force Activity* developed the concepts and requirements for the CCS, and will continue to develop requirements for future enhancements. The CCS, known in the commercial world as the Environmental and Health Information System (EHIS), is a comprehensive automated data management system initially developed by the *Collaborator* for use by the *Air Force Activity* to manage data associated with Industrial Hygiene, Occupational Medicine, Waste Management, Pollution Prevention, Material Management, Safety, and related processes. CCS was, and continues to be developed upon an ORACLE platform using Graphical User Interface (GUI) and Client/Server technology. CCS is being developed on an HP9000 that is provided to the *Collaborator* by the *Air Force Activity* for the duration of this Agreement.
- 4.0 **Technical Tasks:** The tasks to complete this CRDA are identified below:
 - 4.1 The *Collaborator* will continue to make modifications to the CCS based on evolving commercial environmental health requirements, and these modifications will be provided to the *Air Force Activity*. The *Collaborator* will market the CCS for sale, lease or rent under the commercial name of Environmental & Health Information System (EHIS) to commercial entities. Marketing of the CCS will be accomplished using *Collaborator* resources and funding will be dependent on the potential commercial clients that are identified.
 - 4.2 The *Air Force Activity* will continue to provide the overall CCS design and architectural planning. The design elements will be communicated in the form of the system functional requirements. The *Air Force Activity* will continue to provide design direction at formal reviews to ensure that the design requirements will satisfy the universal customer's needs.
- 5.0 **Deliverables or Desired Benefits:**
 - 5.1 **Benefits to the Collaborating Party:** The *Collaborator* will benefit from this CRDA by obtaining contracts to provide services for the installation, tailoring and maintenance of the CCS.

5.2 **Benefits to the Air Force:** The Air Force Activity will benefit from this CRDA by accomplishing technology transfer to commercial entities, by receiving any modifications to the CCS that are paid for by the commercial entities, and by receiving a portion of the fee for the CCS system that is paid by the commercial entities.

6.0 **Other:** None.

7.0 **Milestones:** The schedule for completion of the tasks in the *Agreement* is dependent upon the success of marketing CCS to the commercial sector. Schedules for the marketing, tailoring, installation and maintenance of CCS to commercial entities will be developed uniquely for each sale, lease or rental of CCS.

8.0 **Reports:** Written progress reports will be provided by the *Collaborator* to the *Air Force Activity* every 6 months during the life of this *Agreement*, with a final report due 2 months after this *Agreement* ends. The format of these reports will be coordinated and agreed to between the *Collaborator* and the *Air Force Activity*.