



**NATIONAL CYBERSECURITY CENTER OF EXCELLENCE**  
**CONSORTIUM TITLE**  
**COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT**

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**Article 1. Introduction**

- 1.1 This Cooperative Research and Development Agreement (“**Agreement**”) is entered into by and between (“**Collaborator**”) and the National Institute of Standards and Technology (“**NIST**”) (individually or collectively known as “**Party**” or “**Parties**,” as appropriate). The Agreement will be effective when signed by all Parties (“**Effective Date**”).

**Article 2. Purpose and Authority**

- 2.1 The purpose of the National Cybersecurity Center of Excellence (“**NCCoE**”) **Title of Consortium** (“**Consortium**”) is to **description of the consortium’s objective**. (“**Purpose**”). NIST does not evaluate commercial products under this Agreement and will not endorse any product or service used pursuant to this Agreement. Collaborator understands and agrees that NIST intends to enter into identical agreements with all participants (“**Consortium Members**”) in order to achieve the Consortium’s Purpose.
- 2.2 The Parties enter into this Agreement pursuant to the authority granted to NIST under Title 15, United States Code, §3710a.

**Article 3. Research Plan**

- 3.1 The research and development project which will be undertaken by this Consortium is detailed in the Statement of Work (“**SoW**”) which is included as part of Appendix A, incorporated herein by reference. The Consortium will be managed by NIST’s Principal Investigator (“**Consortium Manager**”) as identified in Appendix A.
- 3.2 Collaborator agrees to dedicate resources, as necessary, for the installation and configuration of its product, in addition to resources needed for any integration of its product with other Consortium Members’ products to support the Purpose. The research under this Agreement shall be performed on a reasonable efforts basis.
- 3.3 Each Party’s contribution to this Agreement, including personnel (“**Project Team**”) is listed in Appendix A. NIST cannot contribute funds under this Agreement. Collaborator agrees that each member of its Project Team will abide by all applicable regulations, policies and procedures applicable to NIST personnel relating to safety, security, and conduct while on NIST premises, and will adhere to applicable building and restricted area access controls.
- 3.4 **NIST Contractors**. Collaborator acknowledges and agrees that non-federal researchers (“**NIST Contractors**”), who are not employees of NIST, may work with NIST to perform research activities described in the SoW. The NIST Contractor(s) are identified in Appendix A. The specific contractor staff may vary throughout the duration of the project. The NIST consortium manager will periodically request an updated list of the contractor’s team members and will make that information available to Consortium Members upon request. NIST shall only be responsible for NIST employees to the extent permitted by the Federal Torts Claims Act. NIST is not responsible for the conduct of NIST Contractors.

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#### Article 4. Proprietary Information and Publication

- 4.1 **“Proprietary Information”** means scientific, business, or financial information, including data created under this Agreement solely by Collaborator at Collaborator’s research facilities, which may embody trade secrets provided by Collaborator to NIST during this CRADA, and developed exclusively at private expense, except if such information:
- i. was in NIST’s possession before receipt from Collaborator; or
  - ii. is or becomes a matter of public knowledge through no fault of NIST; or
  - iii. is received by NIST from a third party without a duty of confidentiality; or
  - iv. is disclosed by Collaborator to a third party without a duty of confidentiality on the third party; or
  - v. is independently disclosed by NIST with Collaborator’s prior written approval; or
  - vi. is independently developed by NIST without reference to information disclosed hereunder.;
- 4.2 The Parties agree that no Proprietary Information will be disclosed by either Party to the other Party under this Agreement.

#### Article 5. Intellectual Property

- 5.1 The Parties do not intend to conceive of any intellectual property under this Agreement. The Parties agree that all intellectual property conceived (**“CRADA Inventions”**) in the performance of the attached SoW shall be dedicated to the public domain to be freely used by all. Neither Party shall seek patent protection for CRADA Inventions nor copyright protection for any works authored in the performance of the SoW. Collaborator affirmatively declines the option to license or to acquire other interests in CRADA Inventions conceived by NIST’s employees under this Agreement. Although neither Party shall seek patent protection for any CRADA Invention, Collaborator grants to NIST, on behalf of the U.S. Government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced any CRADA Invention conceived solely by Collaborator’s Project Team, throughout the world by or on behalf of the U.S. Government. Pursuant to Chapter 18 of Title 35, United States Code (commonly referred to as the Bayh-Dole Act), a NIST Contractor may elect to retain title to any subject invention conceived by the NIST Contractor under the NIST Contractor’s funding agreement. An ownership right devolving from a NIST Contractor’s election is not subject to the provisions of this Agreement.
- 5.2 Collaborator grants NIST the right to use the Collaborator’s materials, equipment, software, or cloud services, as listed in Appendix A (**“Collaborator Contribution”**) for the Purpose of this Consortium. Collaborator agrees to work with the other Consortium Members if necessary to achieve the Consortium’s Purpose. Except for the right granted to NIST under this Agreement to use Collaborator Contribution, no other rights or licenses are granted herein by Collaborator. Collaborator Contribution provided to NIST is and shall remain at all times the property of Collaborator. NIST shall return or Collaborator shall retrieve Collaborator Contribution at Collaborator’s expense and risk as soon as practical upon expiration or termination of the Agreement, upon amendment of Appendix A, or upon receipt of subsequent updates of any Collaborator Contribution as described in Appendix A.

#### Article 6. Termination and Amendments

- 6.1 **Termination Notices.** Collaborator and NIST each have the right to terminate this Agreement upon thirty (30) days written notice to the other Party. NIST may terminate this Agreement immediately if direct or indirect control of the Collaborator is transferred to a foreign company or government or, if Collaborator is

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already controlled by a foreign company or government, that control is transferred to another foreign company or government.

- 6.2 **Amendments.** Should a need arise to modify the Collaborator Project Team, description of Collaborator's contribution or Collaborator's contact information, Collaborator shall notify the Consortium Manager of the need for such modifications so that NIST may prepare an amendment. NIST may propose to each Consortium Member identical modifications to the terms and conditions of this Agreement or to the SoW. NIST will require all Consortium Members to adopt the same modifications to the Agreement. NIST may terminate this Agreement immediately if an amendment for such modification by NIST is not signed by Collaborator within the time prescribed by NIST. No amendment to this Agreement will be effective until fully signed by both Parties.

## Article 7. Miscellaneous

- 7.1 This Agreement constitutes the entire agreement of the parties with respect to matters set forth in this Agreement, and supersedes and replaces in the entirety any prior understanding, written or oral, between the Parties concerning such matters. The Parties understand and agree that this Agreement supersedes and replaces in the entirety any subsequent software license or other type of license or evaluation agreement, including but not limited to any end-user license agreement (EULA), "shrink wrap," or any other type of license or other agreement provided with, or required by Collaborator in connection with the use of, Collaborator Equipment, as defined above in Article 5.2.
- 7.2 Collaborator and NIST agree not to sell, distribute, sublicense, modify, translate, disassemble, reverse engineer, or otherwise alter the Collaborator Equipment belonging to and provided by other Consortium Members. The U.S. Government shall not be responsible for damage to Collaborator Equipment or other property acquired by NIST pursuant to this Agreement.
- 7.3 **NO WARRANTY. ALL MATERIALS, EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY EACH PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF ANY RESEARCH OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 7.4 **Advertising and Use of Name.**
- 7.4.1 Collaborator shall not use the names of NIST, the NCCoE or the Department of Commerce on any advertisement, product or service, which is directly or indirectly related to this Agreement without prior written approval by NIST. Nothing in this section prohibits Collaborator from referencing or referring to any publicly available NIST or NCCoE reports and materials provided Collaborator does not imply an endorsement of any product or service.
- 7.4.2 Collaborator may use the following text on its websites, publications and promotional material without further approval by NIST.
- "[Collaborator] is collaborating with the National Cybersecurity Center of Excellence (NCCoE) in **Title of Consortium** to **Purpose**. NIST does not evaluate commercial products under this Consortium and does not endorse any product or service used. Additional information on this Consortium can be found at: **Hyperlink to project**."
- 7.5 Collaborator agrees to comply with United States export laws and regulations, including but not limited to the International Traffic in Arms Regulations (22 C.F.R. Part 121 *et seq.*) and the Department of Commerce Export Administration Regulations (15 C.F.R. Part 730 *et seq.*). Collaborator agrees that during the performance of work under this Agreement, no technical data created under this Agreement which is controlled by U.S. export laws and regulations shall be disclosed to any foreign national, firm, or

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country, including foreign nationals employed by Collaborator, without Collaborator first obtaining the appropriate licenses or approvals, if necessary.

- 7.6 Neither this Agreement nor any rights or obligations of any Party hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party.
- 7.7 IN NO EVENT WILL THE PARTIES BE LIABLE FOR ANY LOST REVENUES, LOST PROFITS, INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. Collaborator has entered into this Agreement with the understanding that each Consortium Member will agree to the preceding sentence in this Article.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

**Signatory for Collaborator:**

\_\_\_\_\_

\_\_\_\_\_ Date

**Address for Written Notices:**

**Signatory for NIST:**

\_\_\_\_\_  
Jeffrey DiVietro  
(A) Director, Technology Partnerships Office

\_\_\_\_\_ Date

**NIST's Address for Written Notices:**

NIST Technology Partnerships Office  
100 Bureau Drive, Gaithersburg, MD 20899-2200  
Email: [ipp@nist.gov](mailto:ipp@nist.gov)

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## Appendix A

### PART I. Project Details

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1. **Title:** NCCOE **Title of Consortium.** (*Parties may use this title for public disclosure and management reporting.*)
2. **NIST's Principal Investigator(s) (PI) and Consortium Manager(s):** (The NIST PI may change at NIST management's sole discretion.)

**Consortium Manager**

National Cybersecurity Center of Excellence  
9700 Great Seneca Highway  
Rockville, Maryland 20850  
Telephone:  
E-mail:

3. **Duration of the Agreement:** From the Effective Date to **END DATE.**
4. **NIST Personnel, Services, Facilities, Intellectual Property, and/or Equipment Contributions:** (*NIST management reserves the right to replace its personnel at NIST's sole discretion.*)

NIST Personnel:

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NIST will contribute:

- Access to ITL facilities located at 9700 Great Seneca Highway, Rockville, MD, 20850.
- Hardware: devices, servers, switches, disks, racks, power units, UPS, and connectivity to the internet and server capacity to accomplish goals; and
- Software: virtualization, operating systems, and appropriate software applications.

5. **Other Participants:**

NIST Contractors:

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### Part II. Collaborator Information

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**PLEASE CHECK ALL THE APPROPRIATE BOX(ES) BELOW.**

1. **Collaborator Eligibility.** Collaborator certifies the following to NIST, and the Collaborator agrees to notify NIST within thirty (30) days of any change in the following:
  - Collaborator certifies that it is incorporated or organized under the laws of one of the states or territories of the United States.
  - Collaborator certifies that it is **not** subject to the control of any foreign government or foreign company.
  - Collaborator certifies that it is partially or wholly owned by the following foreign government:
  - Collaborator certifies that it is not owned by any government, but organized under the laws the following foreign country:

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Collaborator certifies that it **is** subject to the control of the following foreign parent company (please also specify country):

Collaborator certifies that it has a manufacturing presence in the United States.

2. **Participation in other Federally Funded Projects:** Collaborator certifies that:

Collaborator's participation in this Consortium is not related to any research supported by other Federal or NIST Funds.

Collaborator's participation in this Consortium is related to research supported by Federal funding, which is identified as follows:  
(attach additional pages if necessary).

3. **Collaborator's DUNs:**

4. **Collaborator's Principal Investigator(s):**

5. **Collaborator Project Team, Services, Facilities, Intellectual Property, and Equipment:** *(This section may be amended as necessary in accordance with Article 6.2.)*

Collaborator Project Team (names):

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### Part III. Statement of Work

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Consortium Objective: [Expanded Purpose](#)

Project Plan: [Consortium specific details as found in the Federal Register Notice](#)

The NCCoE will provide a project schedule to all Consortium Members at the outset of the project which will provide a baseline of activities with commensurate timelines for completion. It is important to note the project schedule is subject to modification—at the NCCoE’s discretion and after consultation with the Consortium Members—over the course of the build. Therefore, flexibility on the part of Collaborators is required as the project progresses.

Collaborators will train NCCoE personnel, as necessary, to operate Collaborator’s contribution in capability demonstrations. Delivery logistics for any contributions will be determined on a per-collaborator basis. Collaborator will dedicate necessary resources for the installation and configuration of their contributions. Collaborator will provide the necessary licenses, interface functionality, connection and set-up capabilities and procedures, demonstration harnesses, environmental, safety, and security conditions for use, and integrated platform user instructions. Collaborator will commit to assisting, as necessary the integration of their contribution with other Collaborators’ contributions. Collaborator will provide demonstration plans and scripts necessary to demonstrate the desired capabilities.

NIST will support development of interfaces among participants' products by providing IT infrastructure, laboratory facilities, office facilities, collaboration facilities, and staff support to component composition, security platform documentation, and demonstration activities.

Outcome: This project will result in a publicly available NIST Cybersecurity Practice Guide, a detailed implementation guide of the practical steps needed to implement a cybersecurity reference design that addresses this challenge.