

OBJECTIVE:

The objective of this cooperative research project is to (Insert description of project)

APPROACH:

How do you plan to accomplish the objective(s) of the project.

STATEMENT OF MUTUAL INTEREST:

Both parties are actively engaged in independent research projects which ... ***(Relate to project title)***. The parties agree that meeting the objectives of this project will strengthen and enhance ongoing research within the scope of this agreement. ***(Identify independent and mutual interest in the project)***

THE COOPERATOR AGREES TO:

1. Work closely with ARS in planning and conducting the research outlined below.
2. Conduct at Cooperator facilities and elsewhere as appropriate, research directed toward activities include:
 - a.
 - b.
 - c.***(Outline specific duties and responsibilities necessary for successful completion of the project objective(s)).***

ARS AGREES TO:

1. Work closely with the cooperator in planning and conducting the research outlined above.
2. Conduct research on the following aspects of the project:
 - a.
 - b.
 - c.***(Outline specific duties and responsibilities necessary for successful completion of the project objectives).***

MUTUAL AGREEMENTS:

1. The details of the cooperative work shall be planned and executed jointly by the Cooperator and the ARS. Outlines covering working plans and methods of procedure shall be prepared jointly subject to revision by joint action as work progress requires. Copies of these plans, as required, will be filed with the Cooperator and ARS.
2. A complete report of the results of the research and experimental work shall be submitted each year by the individual or individuals in direct charge of the cooperative work; one copy to be furnished to the Cooperator and one copy to ARS. The report must be submitted within 90 days of project completion.
3. Patents and Inventions:
 - a. "Subject Inventions" shall mean any invention conceived or first reduced to practice under this Agreement, and which is patentable or otherwise protectable under Title 35 of the United States Code, under Section 2321 of Title 7 of the United States Code, et seq., or under the patent laws of a foreign country.
 - b. Each party shall promptly make written disclosure to each other of each Subject Invention, said information shall be treated in confidence by the receiving party until such time as a patent is applied for by the other party (see Appendix L).
 - c. Each party shall provide, when requested by the other, all information in its possession pertaining to a subject invention which may be necessary or useful in the preparation, filing, and prosecution of patent applications covering the Subject Invention.
 - d. Publication and/or oral disclosure of Subject Inventions shall be delayed in order to preserve the United States and/or foreign patent rights, PROVIDED said patent protection shall be promptly and diligently sought.
 - e. All rights, title, and interest in any Subject Invention made solely by employee(s) of ARS shall be owned by ARS.

- f. All rights, title, and interest in any Subject Invention made solely by at least one (1) employee of ARS and at least one (1) employee of the Cooperator shall be jointly owned by ARS and the Cooperator.
 - g. All rights, title, and interest in any Subject Invention made solely by employees of the Cooperator shall be owned by the Cooperator, PROVIDED ARS is granted a royalty-free, nonexclusive, worldwide, irrevocable license to practice the Subject Invention for the U.S. Government, e.g., research purposes.
4. Either party shall be free to furnish such equipment as may be needed. Equipment provided by the Federal Government shall remain the property of the Federal Government, subject to its removal or other disposition at any time. Equipment provided by the Cooperator shall remain the property of the Cooperator, subject to its removal or other disposition at any time.
 5. This Memorandum of Understanding is to define in general terms the basis on which the parties concerned will cooperate and does not constitute a basis for financial obligations or expenditures. Each party will handle and expend its own funds. Any and all expenditures from Federal funds made in conformity with the plans outlined in this Memorandum of Understanding must be according to Department and ARS rules and regulations and, in each instance based upon appropriate fiscal documents, such as lease, contract, purchase order, letter of authorization, etc.
 6. Funds of a cooperating party shall not be expended by a Federal employee. When the cooperating party has no representatives stationed in the locality, a Federal employee may handle the accounts, but shall forward the vouchers to the authorized agent of the cooperating party for payment. Cooperating parties should not send checks payable to Federal employees or send them checks payable to "Cash" or "Bearer" for payments of local expenses.
 7. The responsibilities assumed by the cooperating parties are contingent upon funds being available from which the expenditures may be legally made.

8. Each party will maintain appropriate kinds of insurance coverage to ensure that their employees and property are protected if damaged, injured, or killed, as appropriate. If the Cooperator elects to not obtain insurance coverage for its employees that use ARS equipment, facilities, supplies, and materials, then the Cooperator grants ARS immunity from all claims arising from the Cooperator's use of such equipment, facilities, supplies and materials.
9. This Memorandum of Understanding may be modified or discontinued at the request of either party. Requests for termination or any change shall be submitted to the other party for consideration not less than 60 days prior to the desired effective date of the termination.
10. Copies of all correspondence and documentation concerning this Memorandum of Understanding shall be sent by the originating party to the Authorized Departmental Officer.