

## COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT

This Cooperative Research and Development Agreement ("the Agreement") is entered into by and between Geographic Data Technology, Incorporated, GDT, ("the Collaborator") and the Computer Assisted Survey Research Office, formerly known as the Computer Assisted Survey Information Center, "CASRO", a laboratory within the Bureau of the Census of the United States Department of Commerce (hereinafter "the Census Bureau"). The Collaborator and the Census Bureau are hereinafter sometimes referred to as "the Parties." The Parties agree as follows:

### Article 1. Definitions

1.1 The term "Cooperative Research Program" means the research activities described in Article 2 that are jointly undertaken by the Parties under the terms of the Federal Technology Transfer Act (15 U.S.C. § 3710a).

1.2 The term "Invention" means any invention or discovery which is or may be patentable under Title 35 of the United States Code (35 U.S.C. § 100 et seq.).

1.3 The term "Made" in relation to any invention means the conception or first actual reduction to practice of such invention.

1.4 The term "Proprietary Information" means information which embodies trade secrets developed exclusively at private expense or which is confidential business or financial information provided that such information:

- (i) Is not generally known or 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; and
- (iii) Is not already available to the Government without obligation concerning its confidentiality.

1.5 The term "Subject Data" means all recorded information first produced in the performance of this agreement, including all

spatial data defined as the geographic representation and associated attributes for natural and man-made features on the earth. Typically, these spatial data features include roads, railroads, streams, power lines, and so forth. Associated attributes include the feature name, address ranges, postal geographic codes (ZIP+4 Codes), feature classification codes, and so forth. However, this term does not include information incidental to the administration of this Agreement, such as financial, administrative, cost and pricing, or management information.

1.6 The term "Subject Invention" means any invention conceived or first actually reduced to practice in the performance of work under this Agreement.

1.7 The term "Statement of Work" or "SOW" means those agreements executed in accordance with Article 2 herein, describing research projects to be performed under this CRADA.

1.8 The term "Joint Work Order" or "JWO" means those documents executed by the Project Manager for each Party in accordance with Article 2.5 herein, specifying the details of the research projects outlined in each SOW.

1.9 The term "Principal Investigator" or "PI" means that individual appointed by each Party to supervise each SOW.

1.10 The term "Project Manager" or "PM" means that individual appointed by each Party to manage the details of each SOW.

1.11 The term "Signatories" means the individuals who sign this CRADA, or their successors in equivalent positions.

## **Article 2. Statements of Work**

2.1 Statements of Work. Cooperative research performed under this Agreement shall be performed in accordance with various Statements of Work ("SOWs"), which shall become a part of this Agreement when executed. The first SOW shall be executed concurrent with the execution of this CRADA and is attached hereto. Additional SOWs may be entered into during the term of this Agreement.

2.2 Modification. This Agreement may be modified by mutual written agreement between the Collaborator and the Census Bureau,

as evidenced by the execution of a written amendment executed by the Signatories. SOWs may be modified by mutual written agreement between the Collaborator and the Census Bureau, as evidenced by the execution of a written amendment executed by the Principal Investigators.

**2.3 Regular Meetings.** The Collaborator and the Census Bureau agree to meet at least once in each calendar year to review all pending SOWs. SOWs may specify the frequency of additional meetings.

**2.4 Principal Investigators and Project Managers.** Each Party shall designate a Principal Investigator and a Project Manager in each SOW. Either Party may change a Principal Investigator or a Project Manager by written notification to the other Party; however, the other Party may object, in writing, to the new Principal Investigator or Project Manager within 15 days of designation, in which event another individual will be proposed.

**2.5 Joint Work Orders.** Project Managers shall periodically, as the need arises, jointly execute JWOs. JWOs, while informal documents, shall constitute the principle written record of the research performed under each SOW. The general function of JWOs is to describe specific tasks to be undertaken, identify individuals who will be working on the SOW, set timetables, milestones and, if applicable, identify specific datasets to be exchanged.

### **Article 3. Financial Obligation**

No payments will be made by either Party to the other under this Agreement.

### **Article 4. Patent Rights**

**4.1 Reporting.** The Census Bureau shall promptly report in writing to Collaborator each Subject Invention disclosed to the Census Bureau by its employees. The Collaborator shall promptly report in writing to the Census Bureau each Subject Invention disclosed to it by its employees. Pursuant to 35 U.S.C. § 205, such reports shall be treated in confidence by the receiving Party until such time as a patent or other intellectual property application claiming that Subject Invention has been filed.

4.2 Collaborator Employee Inventions. Subject to Article 4.3, the Census Bureau, on behalf of the U.S. Government, waives any ownership rights the U.S. Government may have in Subject Inventions made by the Collaborator's employees under the project and agrees that the Collaborator shall have the option to retain title to any such employee Subject Invention. The Collaborator shall promptly notify the Census Bureau in writing upon making this election and agrees to file patent applications on such Subject Invention at its own expense and in a timely fashion. The Collaborator agrees to and hereby grants to the U.S. Government on its employees' Subject Inventions a nonexclusive, irrevocable, paid-up license in the patents covering Subject Inventions to practice or have practiced, throughout the world by, or on behalf of the U.S. Government. Such nonexclusive license shall be evidenced by a confirmatory license agreement prepared by the Collaborator which is mutually agreed to by the Parties. (See Article 4.4.)

4.3 Census Bureau Employee Inventions and Joint Inventions. The Census Bureau, on behalf of the U.S. Government, shall have the initial option to retain title to each Subject Invention made by its employees. Each Subject Invention made jointly by one or more Collaborator employees and one or more the Census Bureau employees shall be jointly owned and the Parties will agree to decide on the patenting and licensing of these inventions.

4.4 Filing of Patent Applications. Each Party will notify the other Party of a patent application filing for a Subject Invention under this Agreement. The Party having the right to retain title and file patent applications on a specific Subject Invention may elect not to file a patent application thereon, provided it so advises the other Party in writing within 90 days from the date it reports the Subject Invention to the other Party. Thereafter, the other Party may elect to file a patent application on such Subject Invention and the Party initially reporting such Subject Invention agrees to assign its right, title, and interest in such Subject Invention to the other Party. Patents on such assigned Subject Inventions shall be subject to the retention by the Party assigning title of a nonexclusive, irrevocable, paid-up (and if the inventor is a government employee, non-transferable) license to practice, or have practiced, the Subject Invention throughout the world. In the event neither of the Parties to this Agreement elects to file a patent application on a Subject Invention, either or both (if a joint invention) may, at their sole discretion and subject to reasonable conditions, release the right to file to the

inventor(s) with a license in each Party of the same scope as set forth in the immediate preceding sentence.

4.5 Patent Expenses. All of the expenses attendant to the filing of patent applications, as specified in 4.4 above, shall be borne by the Party filing and owning the patent application in whole or in part. Any post-filing and post-patent fees shall also be borne by the same Party. Each Party shall provide the other Party with copies of the patent applications it files on any Subject Invention along with the power to inspect and make copies of all documents retained in the official patent application files by the applicable patent office immediately after filing.

4.6 Exclusive License.

4.6.1 Grants. The Census Bureau, on behalf of the Government, hereby agrees to grant to the Collaborator an exclusive license in each U.S. patent application, and patents issued thereon, covering a Subject Invention, which is filed by the Census Bureau on behalf of the U.S. Government subject to (1) the reservation of an irrevocable, non-exclusive, non-transferable royalty-free license to practice and have practiced the Subject Invention on behalf of the U.S. Government; and (2) such other terms and conditions as are specified by the Census Bureau in such exclusive license.

4.6.2 Exclusive License Terms. Upon filing of a patent application on a Subject Invention by the Census Bureau, the Collaborator shall have the option to acquire an exclusive license in the resulting patents at reasonable royalty rates upon the execution of an exclusive license agreement. The specific royalty rate shall be negotiated promptly after the Subject Invention is filed in the U.S. Patent and Trademark Office, provided that this option must be exercised by the Collaborator by written notice to the Census Bureau within three months from the date the U.S. Patent Application is so filed. The reasonable royalty rate for each exclusive license shall be based upon a portion of the selling price of the item attributable to the presence of claimed subject matter where such item is a machine, article of manufacture, product made by a process, or composition of matter as defined by the claims of the patents. Where the claimed subject matter relates to a process or method to be practiced under the claims of the patent, the royalty will be based upon the net savings attributable to the implementation of

aid process or method, or, if the savings are not ascertainable, the amount of materials processed.

## **Article 5. Data and Publications**

5.1 Release Restrictions. The Census Bureau and the Collaborator shall have the right to use all Subject Data for their own internal purposes, and such data may be freely disseminated by either Party without restriction unless expressly prohibited by a SOW. SOWs may detail any express restrictions on any Subject Data which may be exchanged during the course of any specific work activity. All Subject Data shall be freely releasable by either Party without the consultation or review detailed in Articles 5.2 and 5.3 after one (1) year following the completion of this Agreement.

5.2 Proprietary Information. The Collaborator shall place a Proprietary notice on all information it delivers to the Census Bureau under this Agreement which the Collaborator asserts is proprietary. If the Census Bureau disagrees with Collaborator's assertion that such information is Proprietary, the Census Bureau shall not accept such information from Collaborator. The Census Bureau agrees that any information properly designated as proprietary which is furnished by the Collaborator to the Census Bureau under this Agreement, or in contemplation of this Agreement, shall be used by the Census Bureau only for the purpose of carrying out this Agreement. Information designated as proprietary shall not be disclosed, copied, reproduced, or otherwise made available in any form whatsoever outside the U.S. Department of Commerce or to any other person, firm, corporation, partnership, association, or other entity without the consent of the Collaborator, except as such information may be required to be disclosed under the Freedom of Information Act (5 U.S.C. § 552). The Census Bureau agrees to use its best efforts to protect information designated as proprietary from unauthorized disclosure. The Collaborator agrees that the Census Bureau is not liable for the disclosure of information designated as proprietary which, after notice to and consultation with the Collaborator, the Census Bureau determines may not lawfully be withheld or which a court of competent jurisdiction requires disclosed.

### 5.3 Publication.

5.3.1 After consultation with the other Party, the Collaborator and/or the Census Bureau may submit for publication -- either jointly or independently -- the results of the research work associated with this Agreement. Depending on the extent of contributions made, employees of the Collaborator or the Census Bureau may be cited as coauthors. In no event shall the name of the Collaborator (or any of its trademarks or trade names) or the name of the Census Bureau (or any of its trademarks or trade names) be used in any publications without prior written consent.

5.3.2 The Census Bureau and the Collaborator agree to confer and consult prior to the publication of Subject Data to assure that no Proprietary Information is released and that patent rights are not jeopardized. Prior to submitting a manuscript for review which contains the results of the research under this Agreement, or prior to publication if no such review is made, each Party shall be offered an opportunity to review such proposed publication and to submit its objections in writing, and to file patent applications in a timely manner, if it is so entitled under this Agreement.

5.4 Copyright. Except as otherwise specifically provided in this Agreement, Collaborator may establish claim to copyright in works created in the performance of this Agreement subject to 17 U.S.C. § 105. When a copyright claim is made, the Collaborator shall affix the applicable copyright notice of 17 U.S.C. §§ 401 or 402 and acknowledgment of government sponsorship to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Collaborator grants to the U.S. Government a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare and own derivative works, distribute copies to the public, and perform publicly in any manner and for any governmental purpose.

## **Article 6. Termination**

The Collaborator and the Census Bureau each have the right to terminate this Agreement upon 30 days notice in writing to the other Party.

## Article 7. Disputes

7.1 Settlement. Any dispute arising under this Agreement which is not disposed of by agreement of the PMs shall be submitted jointly to the Signatories. A joint decision of the Signatories or their designees shall be the disposition of such dispute.

7.2 Panel Review. If the Signatories are unable to jointly resolve a dispute within a reasonable period of time after submission of the dispute for resolution, the matter shall be submitted to a panel consisting of three members for resolution. The Census Bureau and the Collaborator shall each choose one member of the panel and both Parties shall agree upon the third member, who shall have expertise in geographic information.

7.3 Continuation of Work. Pending the resolution of any dispute or claim pursuant to this Article, the Parties agree that performance of all obligations shall be pursued diligently.

## Article 8. Liability

8.1 Property. The U.S. Government shall not be responsible for damages to any property of the Collaborator provided to the Census Bureau or acquired by the Census Bureau pursuant to this Agreement.

8.2 Collaborator's Employees. The Collaborator agrees to indemnify and hold harmless the U.S. Government for any loss, claim, damage, or liability of any kind involving an employee of the Collaborator arising in connection with this Agreement, except to the extent that such loss, claim, damage or liability arises from the negligence of the Census Bureau or its employees.

8.3 Warranty. The Census Bureau makes no express or implied warranties 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 ownership, merchantability, or fitness for a particular purpose of the research or any invention or product.

8.4 Indemnification. The Collaborator holds the U.S. Government harmless and indemnifies the Government for all liabilities, demands, damages, expenses, and losses arising out of the use by the Collaborator, or any Party acting on its behalf of the Census Bureau's research and technical developments or out of any use,

sale, or other disposition by the Collaborator, or others acting on its behalf, of products made by the use of the Census Bureau's technical developments. This provision shall survive termination of this Agreement and shall include all intellectual property rights, such as patents, copyrights, trademarks, and trade secrets.

8.5 Force Majeure. Neither Party shall be liable for any unforeseeable event not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strike, labor dispute, or failure, shutdown due to lack of appropriated funds, threat of failure, or sabotage of the Census Bureau facilities, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. Such Party shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

#### **Article 9. Miscellaneous**

9.1 Governing Law. The construction, validity, performance, and effect of this Agreement for all purposes shall be governed by federal law.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

9.3 Headings. Titles and headings of the articles and sections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

9.4 Amendments. If either Party desires a modification in this Agreement, the Parties shall, upon reasonable notice of the proposed modification by the Party desiring the change, confer in good faith to determine the desirability of such modification.

Such modification shall not be effective until a written amendment is signed by all the Parties hereto by their representatives duly authorized to execute such amendment.

9.5 Assignment. 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, except that the Collaborator may assign this Agreement to the successors or assignees of a substantial portion of the Collaborator's business interests to which this Agreement directly pertains.

9.6 Notices. All notices pertaining to or required by this Agreement shall be in writing and shall be directed to the Signatories.

9.7 Independent Contractors. The relationship of the Parties is that of independent contractors and not as agents of each other or as joint venturers or partners. The Census Bureau shall maintain sole and exclusive control over its personnel and operations.

9.8 Use of Name or Endorsements.

(a) Neither Party shall use the name of the other Party on any product or service which is directly or indirectly related to either this Agreement, or any patent license or assignment agreement which implements this Agreement, without the prior written consent of the other Party.

(b) By entering into this Agreement, the Census Bureau does not directly or indirectly endorse any product or service provided, or to be provided, by the Collaborator, nor is the execution of this Agreement by the Census Bureau in any way an endorsement of any such product or service.

9.9 Foreign Control. Collaborator certifies that it is not subject to the control of any foreign company or government, and agrees to notify the Census Bureau within 30 days should it become subject to the control of a foreign company or government at any time during the term of this Agreement.

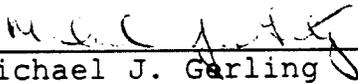
**Article 10. Term of Agreement**

This Agreement shall be effective for five years from date of execution. The Parties, however, recognize that the development program set forth herein cannot be rigidly defined in advance, and that the contemplated time periods for completion of each SOW are good faith guidelines subject to adjustment by mutual agreement. Accordingly, this Agreement may be extended by mutual written agreement of the Signatories for a second two-year term.

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

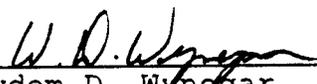
For the Collaborator:

11/13/96  
Date

  
\_\_\_\_\_  
Michael J. Garling  
Executive Vice President, GDT

For the Census Bureau:

11/13/96  
Date

  
\_\_\_\_\_  
Wydom D. Wynegar  
Director, Marketing Services  
And CASRO Designee

**Census Bureau - GDT CRADA  
Statement of Work #1**

**Spatial Data Acquisition and Exchange Program**

**1. Background**

Both the Census Bureau and the Collaborator have established working partnerships with local governments to exchange digital spatial data. These partnerships with local governments can be improved by taking advantage of new commercially available software that can assist each Party in processing the data received from local governments. Initial bilateral discussions have indicated that the Census Bureau and the Collaborator have sufficiently similar interests in optimizing the exchange of data with local governments to justify entering into a Cooperative Research and Development Agreement.

**2. Definitions**

The definitions set forth in the CRADA Agreement are incorporated into this SOW. The following additional definitions are required:

The term "TIGER" means Topologically Integrated Geographic Encoding and Referencing, a spatial database maintained by the Census Bureau.

**3. Description of Research**

Under this SOW, the Census Bureau and Collaborator will undertake the following activities:

**1. Research the most effective means to communicate with local governments and develop working partnerships.**

The Census Bureau and Collaborator have independently contacted local governments to establish relationships that enable both the Census Bureau and Collaborator to update their respective and similar digital data bases. Local governments have expressed the desire that they not be asked to duplicate their efforts by providing the same information both to the private sector (Collaborator) and to the Census Bureau. Under this research effort, the Census Bureau and Collaborator will determine the most effective means to exchange spatial data received from local governments so that both Parties receive the benefits of updated digital spatial data files regardless of which Party partners with the local governments. Research and development tasks will include testing various methods for the exchange of this data,

various formats, and media. Use of the Internet will be examined. The Project Managers and Team Leaders for this activity will meet at least three times during the first year of this activity, and an initial report will be made by March, 1997.

2. Develop an electronic data exchange system. Based on the research carried out in the first step, the Collaborator and the Census Bureau will establish an electronic data exchange system that will enable the Collaborator and the Census Bureau to efficiently transmit data to and from their respective systems and return data to the partnering local government. The data sets exchanged during the development of this system will be mutually agreed upon and when finalized, available in the public domain. The Project Managers and Team Leaders for this activity will meet at least two times within three months of receipt of a report from collaborative effort 1.

3. Research into the use of commercial data bases with spatial data options. Both the Collaborator and the Census Bureau are looking at the use of new commercial software to enhance their spatial data processing requirements. As commercial software packages are identified that both Parties are interested in evaluating, a detailed work plan will be drafted and upon mutual agreement appended to this statement of work. For any commercial software package mutually agreed upon, the Census Bureau staff and the Collaborator staff will jointly develop tests responsive to their own software requirements. The test results will be exchanged. Both the Census Bureau and Collaborator will benefit from these independent evaluations. The Census Bureau and Collaborator will also provide consolidated suggestions and comments back to the purveyors of the software. The Project Managers and Team Leaders will meet at least two times before March, 1997, and as needed after that time.

#### 4. **Procedures for Collaboration**

Within fifteen days after this Agreement is signed, the designated Principal Investigators and Project Managers will designate Team Leaders that will undertake a detailed outline of the work to be accomplished under each item of this scope of work.

## 5. Resources Provided by the Parties

The Census Bureau. The Census Bureau will provide the following personnel, services, facilities, equipment, intellectual property and other resources to support this SOW:

- (a) adequate staffing resources to meet project schedules, and
- (b) sufficient computer hardware and software to meet staff/project requirements, and
- (c) adequate space and equipment for research activities, and
- (d) non-confidential data from TIGER
- (e) CASRO staff for oversight.

Collaborator. Collaborator will provide the following personnel, services, facilities, equipment, intellectual property and other resources to support this SOW:

- (a) adequate staffing resources to meet project schedules, and
- (b) Sufficient computer software to meet staff/project requirements, and
- (c) training of Census staff as required, and
- (d) to the extent agreed to in JWOs, data from Collaborator's internal spatial databases, and
- (d) adequate space and equipment for research activities.

## 6. Financial Requirements

The Census Bureau and Collaborator will each pay their own costs for the resources listed in Section 5, above; Collaborator shall not be required to reimburse the Census Bureau for its costs.

No money shall be exchanged between the Parties on account of this SOW.

**7. Marketing**

No marketing is required.

**8. Confidentiality of Census Data**

None of the Census Bureau data to be exchanged under this scope of work is confidential.

**9. Starting Date**

Work will begin within ten business days from the date this SOW is executed.

**10. Principal Investigators and Project Managers**

Collaborator. Collaborator designates the following individuals as its Principal Investigator and Project Manager:

Donald F. Cooke, Principal Investigator  
11 Lafayette Street  
Lebanon, New Hampshire 03766-1445  
(603) 643-0330

John Cassidy, Project Manager  
11 Lafayette Street  
Lebanon, New Hampshire 03766-1445  
(603) 643-0330

The Census Bureau. The Census Bureau designates the following individuals as its Principal Investigator and Project Manager:

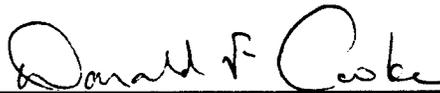
Joel Morrison, Principal Investigator  
Bureau of the Census  
Washington, D.C. 20233  
(301) 457-1132

Linda Franz (for Task 1) and Jack George (for Tasks 2 and 3),  
Project Managers  
Bureau of the Census  
Washington, D.C. 20233  
(301) 457-1106 (LF) and (301) 457-1018 (JG)

11. Signatures

The Parties are executing this SOW, evidenced by the signatures of the Principal Investigators, as follows:

For Collaborator:



Donald F. Cooke  
President, GDT

Nov 13, 1996

Date

For the Census Bureau:



Joel Morrison  
Chief, Geography Division

11/13/96

Date