



# DEPARTMENT OF THE NAVY

COMMANDER

NAVAL METEOROLOGY AND OCEANOGRAPHY COMMAND

1100 BALCH BOULEVARD

STENNIS SPACE CENTER MS 39529-5005

3140

Ser 5/079

SEP 06 2001

Mr. Steve Johnson  
Director, Technology Management  
Concurrent Technologies Corporation  
14 Whitsett Street  
Greenville, SC 29601

Dear Mr. Johnson:

This letter confirms the intent of Commander, Naval Meteorology and Oceanography Command (COMNAVMETOCCOM) to enter into a Technical Assistance Agreement (TAA), enclosed, with Concurrent Technologies Corporation, to transition federal laboratory technology into COMNAVMETOCCOM's production center(s). As a result of your May 2001 visit, COMNAVMETOCCOM concurs that CTC's Department of Defense (DoD) contract for technology transfer projects is a potential mechanism for providing that support.

Under the six-month TAA, COMNAVMETOCCOM's Plans and Programs Department would develop a technology requirements document with CTC. This document would then be used to provide prototype solutions for the following technology topics (previously forwarded by email on 7-03-01):

- State-of-the-art radar technology to recover X-band downlink in the field; also S-band and L-band in the same antenna. Radar must be modular to accommodate Army field units. This would be very beneficial as an inter-agency coordinated effort.
- Multispectral/Hyperspectral data acquisition and processing - Library development of Multispectral/Hyperspectral oceanographic spectra.
- Low-cost airborne and satellite LIDAR.
- Transition of bathymetry algorithms.

CTC's attorney, George Westbury, has reviewed and provided TAA edits, which have been implemented in the enclosure. Please sign both copies of the TAA, and return to COMNAVMETOCCOM point of contact, Mrs. Brenda Smith. If additional information is required, Mrs. Smith can be contacted by phone at 228-688-5339, and by email at [smithb@cnmoc.navy.mil](mailto:smithb@cnmoc.navy.mil).

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We appreciate the opportunity to partner with CTC in this exceptional DoD technology transfer program, and look forward to implementing operational technologies in FY02-03!

Sincerely,



KAREN J. HEFFNER

Deputy Assistant Chief of Staff  
for Plans and Programs Department

Enclosure: (1) Request for Technical Assistance Agreement

Copy to:

Naval Research Laboratory Detachment, Stennis Space Center

## **Request for Technical Assistance Agreement**

The Technical Assistance Request between the **Naval Meteorology and Oceanography Command (NAVMETOCCOM)** and the requestor (the party to this Request for Technical Assistance) will be conducted under the following special terms and conditions:

**Objective** – The objective of this Technical Assistance Agreement is to transfer technology from NAVMETOCCOM to the Requestor, which has requested technology as described in the attached Problem Statement.

**Funding** – NAVMETOCCOM and the Requestor will each bear their own costs as incurred in this request.

**Duration** – NAVMETOCCOM and the Requestor will provide up to a maximum of four (4) man-days of effort on this request, which is nonrenewable under this agreement.

**Liability** – The Requestor holds the U.S. Government (Government) harmless and agrees to indemnify the Government for all liabilities, claims, demands, damages, expenses, and losses of any kind arising out of this Technical Assistance. The Requestor agrees that the Government shall not be liable to the Requestor for any loss of revenue, profits, or other indirect or consequential damages.

**Use of Name or Endorsements** – The Requestor shall not use the name of NAVMETOCCOM or any other Government entity on any product or service which is directly or indirectly related to either this Technical Assistance or any patent license or assignment associated with this Technical Assistance without prior approval of NAVMETOCCOM.

**Data** – Recorded information that is produced during the performance of the requested research (subject data) is owned by the party who produced the information. The other party has unlimited rights, including copyright, in the use, including publication and disclosure, of the subject data. Proprietary information that is included in subject data shall be clearly marked. The parties agree to hold proprietary information in confidence, as long as it remains a trade secret.

**Patents** – These points pertain to inventions made during the Technical Assistance.

1) The party whose employees make an invention owns the invention. If employees of more than one of the parties make an invention, it is jointly owned by those parties. The Navy will obtain patents on such joint inventions, subject to approval by the Naval Research Laboratory Invention Evaluation Board.

Enclosure (1)

- 2) The party who owns an invention shall promptly notify the other party of the invention and provide a completed written description of the invention.
- 3) If the party who owns an invention decides to obtain a patent on the invention, it shall grant to the other party a nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention practiced throughout the world by or on behalf of said other party.
- 4) If a party decides not to obtain a patent, that party shall permit the other party to file and/or continue to prosecute the patent application.
- 5) The party who obtains a patent is responsible for all expenses associated with obtaining and maintaining the patent.
- 6) The parties agree to assist and cooperate with the party who is seeking to obtain a patent.

**Title to Property** – Each party shall retain title to and possession of all its preexisting property, facilities, equipment, or other resources provided under this agreement. Jointly developed property containing Government-owned components shall be the property of the Government.

**Governing Laws** – The Partners agree that United States Federal Law shall govern this Agreement for all purposes.

**Independent Contractors/Entities** – The relationship of the partners to this Agreement is that of independent contractors and not as agents of each other or as joint venturers or partners. Each partner shall maintain sole and exclusive control over its personnel and operations.

**Officials Not to Benefit** – No member of or delegate to the U.S. Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

**U.S. Competitiveness** – The Requestor agrees that any products, processes, or services for use or sale in the United States under any U.S. patent resulting from a Subject Invention shall be manufactured substantially in the United States.

**Reporting** – NAVMETOCCCOM will provide the requestor with a summary on the findings of a specific scientific assessment of the Requestor's Problem Statement. NAVMETOCCCOM shall follow up with the Requestor to assure that the transferred technology is appropriate and useful.

**Effective Date** – This request shall become effective on the date of the last signature of the parties and the four man-days of Technical Assistance specified in the Duration statement above shall be available from NAVMETOCCCOM to the Requestor for a period of six (6) months thereafter.

Mr. Steve Johnson

  
Requestor Signature  
Name & Date 9/25/01

RDML Thomas Q. Donaldson, V

  
COMNAVMETOCCCOM Signature  
Name & Date 10/26/01

Director, Technology Management  
Title

Commander  
Title

Concurrent Technologies Corporation  
Company

Naval Meteorology and Oceanography Command  
Company

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Greenville, SC 29601  
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