



Checklist for Cooperative Research and Development Agreements (CRADA), Educational Partnership Agreements (EPAs), Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) or Non-Disclosure Agreements (NDA).

Table with 4 columns: Agreement Type, Point of Contact, Department, Phone, Email, External POC, Phone/Email.

Complete all sections of this checklist in order unless the checklist tells you to stop. A copy of this checklist, agreement and any other pertinent information must be sent to the Institute for Innovation and Development, Dr. Elizabeth Velilla, Assistant Dean, Director of Research Operations prior to SJA Review.

Section I - Review

Yes No

1. Are any section(s) of the agreement left blank?

All responses on the Checklist must be marked YES or NO. If any sections are blank or un-marked YES or NO, the agreement and the checklist cannot be forwarded to SJA for review.

2. Does this agreement refers to terms and conditions located on a website? If so, please include the link below.
3. The agreement is unrelated to the Academy's broad missions of education and research.
4. The agreement involves funding.
5. The agreement is an unaltered and unchanged USMA template agreement, and responses to questions 1-6 above are all marked "NO."
6. Involves human subject research.

Section II - Issues NOTE: Any YES answer in Section II may need additional clarification.

Confidentiality

Yes No

1. The agreement requires that confidential information, including but not limited to, personally identifiable information, and student/faculty-related information be provided in any manner to the other party.
2. The agreement restricts in whole in or in part, USMA from disclosing or otherwise releasing any information or results arising from the agreement.

Intellectual Property (IP)

3. The agreement states that all intellectual property created by or for USMA will be owned by the other party. (Intellectual property generally refers to rights to copyright, patents)
4. The agreement allows a third party to use the name, logo, images, and trademarks of USMA without the prior written consent.
5. The agreement limits the rights of USMA to use any and all intellectual property created during the course of the project.

Export Control

6. The agreement refers to the use of information, items or technology relating to the national defense, explosives, space, encryption or other controlled information, items or technology.
7. The agreement refers to foreign entities or foreign performance sites involved in the proposed work.
8. The response to the restricted party screening check was other than "no records found."

Limitation of Liability/Termination of Agreement

9. The agreement contains language stating that USMA will "defend," "indemnify" or "hold harmless" the other party.
10. The agreement contains language that prohibits the USMA from terminating the agreement for any reason or no reason.

Arbitration and Governing Law

11. The agreement contains language stating the USMA will arbitrate claims or disputes.
12. The agreement is governing law.

Other Agreement Terms

13. The agreement allows the other party to assign the agreement without the prior written consent of USMA.
14. The other party wants the USMA to sign a business associate agreement.
15. The other party wants the USMA to maintain insurance and/or add other parties to its insurance policies.

Add any other terms or concerns of which you would like IID/SJA to be aware of:

CERTIFICATION: I CERTIFY THAT I HAVE READ AND UNDERSTAND THE TERMS OF THIS DRAFT AGREEMENT AND HAVE APPROPRIATE AUTHORITY TO SUBMIT THIS DRAFT AGREEMENT ON BEHALF OF MY DEPARTMENT. I FURTHER CERTIFY THAT THE DRAFT AGREEMENT IS COMPLETE AND INCLUDES ALL EXHIBITS, ATTACHMENTS AND PAGES.

Signed: _____ Name: _____ Date: _____ / _____ / _____

Submit the following documents to the IID: 1- the agreement, 2- this checklist and 3- notes of concerns and changes to the agreement.