

SPONSORED RESEARCH AGREEMENT

(Collaborative Research - Jointly Owned Intellectual Property - Short Form)

This Sponsored Research Agreement (the "Agreement") is made between The University of Texas _____, ("University"), a component institution of The University of Texas System ("System"), and _____, a corporation with its principal place of business at _____ ("Sponsor").

RECITALS

- A. University and Sponsor are each pursuing research in the area of _____.
- B. Sponsor desires to collaborate with University and is willing to sponsor University's research.
- C. Sponsor desires to obtain certain rights to patents and technology resulting from the research.
- D. University is willing to collaborate and to grant certain rights to patents and technology that result from the research collaboration.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the University and Sponsor agree as follows:

1. EFFECTIVE DATE

This Agreement shall be effective as of _____ (the "Effective Date").

2. RESEARCH PROGRAM

- a. University will use its own facilities and its reasonable best efforts to conduct the research program described in Attachment A ("Research Program") under the direction of _____ or [his or her] successor as mutually agreed to by the parties (the "Principal Investigator").
- b. The Research Program shall be carried out from the Effective Date through and including _____ (the "Term"). The parties may extend the Research Program under mutually agreeable terms.
- c. Sponsor understands that University's primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research

Program shall be determined solely by the Principal Investigator. University does not guarantee specific results.

- d. Sponsor understands that University may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights via this Agreement to other research.
- e. University does not guarantee that any intellectual property will result from the Research Program, that any resulting intellectual property will be free of dominance by other' rights, including rights based on inventions made by other inventors in the System independently of the Research Program.

3. COMPENSATION

- a. As consideration for University's performance, Sponsor will pay the University an amount equal to its expenditures and reasonable overhead in conducting the Research Program subject to a maximum expenditure limitation of \$____. An initial payment of \$____ shall be made upon execution of this Agreement, and subsequent payments shall be made as follows:
- b. Sponsor will make payments to The University of Texas [at _____], referencing the Principal Investigator and Research Program title, to the following address: [address].
- c. The Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Program remains unchanged. After termination in compliance with the provisions of Section 11, University will return to Sponsor all uncommitted and unexpended funds.
- d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

4. COMMUNICATION AND REPORTS

- a. Sponsor's designated representative for communications with the Principal Investigator shall be _____ or any other person Sponsor may designate in writing to University and the Principal Investigator ("Designated Representative").
- b. The Principal Investigator will make up to _____ oral reports and one written report summarizing the work completed each year of the Research Program. The Principal Investigator shall also submit a comprehensive final report within one hundred twenty (120) days after termination of the

Agreement. The [Office of Accounting] will submit a financial report of related Research Program expenses within [_____] (_____) days after termination.

5. PUBLICITY

Neither party will reference the other in a press release or any other oral or written statement in connection with the Research Program and its results intended for use in the public media, except as required by the Texas Public Information Act or other law or regulation. University, however, may acknowledge Sponsor's support of the Research Program in scientific or academic publications or communications without Sponsor's prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

6. PUBLICATION AND ACADEMIC RIGHTS

- a. The Principal Investigator has the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid loss of patent rights as a result of premature public disclosure of patentable information, University will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether they describe any inventions or discoveries subject to the parties' rights under Section 8. University shall have the final authority to determine the scope and content of any publications.
- b. University investigators may discuss the Research Program with other investigators for scientific or research purposes but shall not reveal information which is Sponsor's Confidential Information under Article 7. If any joint inventions result from such discussion, University shall grant Sponsor the rights set forth in Section 8, to the extent these are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, University shall, in good faith, exercise reasonable efforts to enable Sponsor to obtain rights to the joint invention.

7. CONFIDENTIAL INFORMATION

- a. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party's obligation shall not apply to information that:

- i. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - ii. is already in the recipient party's possession at the time of disclosure;
 - iii. is or later becomes part of the public domain through no fault of the recipient party;
 - iv. is received from a third party having no obligations of confidentiality to the disclosing party;
 - v. is independently developed by the recipient party; or
 - vi. is required by law or regulation to be disclosed.
- b. In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

8. PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS:

- a. Title to all inventions and discoveries made solely by University inventors resulting from the Research Program shall reside in University; title to all inventions and discoveries made solely by Sponsor inventors resulting from the Research Program shall reside in Sponsor; title to all inventions and discoveries made jointly by University and Sponsor inventors resulting from the Research Program shall reside jointly in University and Sponsor.
- b. University will disclose to Sponsor any inventions or discoveries resulting from the Research Program as soon as possible after creation and reduction to practice. Sponsor shall notify University within thirty (30) days of receipt of disclosure whether:
 1. Sponsor desires University to file patent applications on any invention, in which case Sponsor shall reimburse all University patent application filing costs, including those for patentability opinions; or
 2. Sponsor desires to use its own patent counsel to file patent applications, in which case Sponsor shall be directly responsible for patent application filing but shall obtain University's prior approval of counsel and of patent applications; or
 3. Sponsor does not desire that a patent application be filed in which case the rights to such invention shall be disposed of in accordance with University policies with no further obligation in Sponsor.
- c. With respect to inventions for which Sponsor has agreed to file patent application or to reimburse University's costs for filing patent applications, University grants Sponsor an option to negotiate an exclusive or non-

- exclusive, worldwide, royalty-bearing license to make, use or sell under any invention or discovery owned wholly or partly by University and made or conceived and reduced to practice during the Term of this Agreement or within six (6) months thereafter and directly resulting from the Research Program. If Sponsor elects an exclusive license, it will include a right to sublicense with accounting to University. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify University of its desire to enter into such a license agreement, and the parties shall negotiate in good faith for a period not to exceed six (6) months after that notification, or such period of time as to which the parties shall mutually agree.
- d. If Sponsor and University fail to enter into an agreement during that period of time, the rights to such invention or discovery shall be disposed of in accordance with University policies with no further obligation to Sponsor.
 - e. Under University policy, University investigators own copyright in their scholarly works. Scholarly works resulting from the Research Program are not subject to the terms of this Section 8.

9. LIABILITY

- a. Sponsor agrees to indemnify and hold harmless System, University, their Regents, officers, agents and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities performed by University under this Agreement; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:
 - i. the negligent failure of University to substantially comply with any applicable governmental requirements; or
 - ii. the negligence or willful malfeasance of any Regent, officer, agent or employee of University or System.
- b. Both parties agree that upon receipt of a notice of claim or action arising out of the Research Program, the party receiving such notice will notify the other party promptly. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against University, System, their Regents, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General, University agrees to cooperate with Sponsor in the defense of such claim or action.

10. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

11. TERM AND TERMINATION

- a. This Agreement may be terminated by the written agreement of both parties.
- b. In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the sixty (60) day period.
- c. Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.
- d. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

12. ATTACHMENTS

Attachment A is incorporated herein and made a part of this Agreement for all purposes.

13. GENERAL

- a. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of University, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor's assets or stock upon prior written notice to University, and University may assign its right to receive payments hereunder.
- b. This Agreement constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

- c. Any notice required by this Agreement by Articles 8, 9, or 11 shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of University to:

UNIVERSITY
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or in the case of Sponsor to:

SPONSOR
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

Notices and other communications regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed in the case of University to:

UNIVERSITY
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or in the case of Sponsor to:

SPONSOR
ADDRESS
CITY, STATE ZIP
ATTN: (CONTRACT PERSON)
FAX:
PHONE:

- d. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

SPONSOR

UNIVERSITY OF TEXAS

By _____

By _____

Title _____

Title _____