THIS AGREEMENT is entered into by and between Sponsor name ("Sponsor") and Tuskegee University, a non-profit, educational institution having corporate powers under the laws of the State of Alabama ("University"); Sponsor and University being collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to the University and to the Sponsor, will further instructional and/or research objectives of the University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both the Sponsor and the University through inventions, improvements, and/or discoveries;

WHEREAS, University, through the ______________ Department, in the College of _______ has valuable experience, skill and ability in performing research in the area of <description>; and

WHEREAS, Sponsor desires to have University undertake a project in accordance with the scope of work described in Exhibit A ("Statement of Work").

The Parties agree to the following:

1. **Work.** The University agrees to use reasonable efforts to perform the Project. "Project" shall mean the work funded under this Agreement as described in Exhibit A.

2. **Key Personnel.** The following individuals are identified as key personnel for the performance of the Project:
   
   **P.I. name**, Principal Investigator

   If for any reason the Principal Investigator or any other key personnel becomes unable to continue the Project the University and Sponsor shall attempt to agree upon a successor. If the Parties are unable to agree upon a successor, this Agreement shall be terminated in accordance with Article 11., Termination for Convenience.

3. **Period of Performance.** The period of performance of this Agreement will be start date through end date.

4. **Reports.** The University shall render such reports as required by the Sponsor Principal Investigator as defined in the Scope of Work and delivered according to this schedule:

<table>
<thead>
<tr>
<th>Report type</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Interim Technical Report(s)</td>
<td></td>
</tr>
<tr>
<td>B. Final Technical Report</td>
<td></td>
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</tbody>
</table>

5. **Costs and Payments.** (adjust to be either cost reimbursable by removing the payment schedule under 5.3 or fixed price by adding different language to 5.1)
5.1. It is agreed to and understood by the Parties that the University shall be reimbursed for all
costs incurred in connection with the Project up to the amount of $\text{amount} \text{ (the "Project}
Cost") as established by the Approved Budget in Exhibit B which is incorporated herein.
It is estimated that the amount designated as the Project Cost is sufficient to support
Project expenses.

Cost reimbursable provision. Reimbursement shall be made by Sponsor upon receipt of itemized
invoices. Each invoice must reference the Sponsor account number. Invoices shall be submitted
not more frequently than monthly, but must be submitted at least quarterly in accordance with
the Approved Budget.

5.2. The Sponsor shall not be liable for any payment in excess of the Project Cost unless this
Agreement is modified in writing. Within ninety (90) days after the termination of this
Agreement the University shall submit a final financial report setting forth costs incurred.
The report shall be accompanied by a check in the amount, if any, of the excess of funds
advanced over costs incurred.

OR The final invoice must be submitted promptly following completion of the work under this
agreement but in no event later than thirty (30) days (or such longer period as Sponsor may in
its discretion approve in writing) from the date of such completion.

5.3. Fixed price provision. All checks shall be made payable to Syracuse University and sent
to the address specified in Article 20, Notices. Payment shall be made by the Sponsor
according to the following schedule.

| Upon execution of this Agreement | $ (30\% of Project Cost) |
| Specified Date                   | $ (60\% of Project Cost) |
| Specified Date                   | (10\% of Project Cost)   |

Check shall be made payable to “Syracuse University.”

For the purposes of identification, each payment shall include the title of
the Research and the name of the Principal Investigator.

6. Equipment. University may be required to purchase equipment or the components thereof for its own
use in connection with the Research. Title to any equipment purchased or fabricated or manufactured
in the performance of the Project shall vest in the University.

7. Use of Name. Neither Party shall make use of this Agreement, or use the name of the other Party,
nor that of any member of the other's staff, in any publicity, advertising, or news release without the
prior written approval of the other Party. This shall not include internal documents available to the
public that identify the existence of this agreement.

8. Confidential Information.

8.1. “Confidential Information” shall mean that information: (1) disclosed by either party to
this Agreement to the other party in connection with, and during the term of, this
Agreement; and, (2) which relates to the disclosing party’s past, present and future
research, development and business activities; and, (3) which has been identified in
writing to the receiving party at the time of disclosure as the confidential information of
the disclosing party. The term Confidential Information shall not mean any information
which is previously known to the receiving party without obligation of confidence, or, without breach of this Agreement, is publicly disclosed either prior or subsequent to the receiving party from a third party without an obligation of confidence.

8.2. For a period of three (3) years, the parties agree to hold all Confidential Information in trust and confidence for the disclosing party and not to use such Confidential Information other than for the purpose of this Agreement. Except as may be authorized by Sponsor in writing, for such period of time, the parties agree not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services the receiving party requires and who have a need to know the disclosing party’s Confidential Information for purposes of carrying out the terms of this Agreement, and who agree in writing to be bound by, and comply with the provisions of this Article 8.

8.3. Neither party shall not be responsible for disclosure of Confidential Information by employees of the receiving party after termination of their employment if receiving party takes reasonable steps to prevent Confidential Information disclosure violations.

8.4. The parties retain the right to refuse to accept any such Confidential Information which it does not consider to be essential to performance of research pursuant to this agreement, or which it believes to be improperly designated.

9. Intellectual Property

9.1. Definitions and Ownership

9.1.1. “Intellectual Property” shall mean individually and collectively all inventions, improvements and/or discoveries, including deliverable software, if any, which are conceived and reduced to practice in the performance of the Project.

9.1.2. “Sponsor Intellectual Property” shall mean Intellectual Property conceived and first reduced to practice solely by one or more employees of the Sponsor. Sponsor Intellectual Property shall be owned solely by Sponsor.

9.1.3. “University Intellectual Property” shall mean Intellectual Property conceived and first reduced to practice solely by one or more employees of the University. University Intellectual Property shall be owned solely by University.

9.1.4. “Joint Intellectual Property” shall mean Intellectual Property conceived and first reduced to practice jointly by one or more employees of the University and by one or more employees of the Sponsor. Joint Intellectual Property shall be owned jointly by the parties.

9.2. Licenses

9.2.1. Research License. During the term of this Agreement, Sponsor shall have a non-exclusive, non-transferable license to use any University Intellectual Property or Joint Intellectual Property strictly for Sponsor’s Purposes. Sponsor Purposes include: (i) Sponsor’s internal use; (ii) Sponsor’s use in the conduct of sponsor/customer demonstrations, and; (iii) Sponsor’s use in performance of U.S. Government sponsor/customer contracts.
9.2.2. **Commercial License.** Within six (6) months after receiving notice of University Intellectual Property, Sponsor may negotiate a non-exclusive license, as set forth in section 9.2.2.1 below, or an exclusive license, as set forth in section 9.2.2.2 below. If University and Sponsor fail to execute a license under this Section within the designated time period, University shall be free to license any University Intellectual Property to third parties.

9.2.2.1. **Non-Exclusive License.** If Sponsor desires to receive a non-exclusive license, University shall execute a license agreement giving Sponsor a royalty-free, non-exclusive, non-transferable (without the right to sublicense), worldwide license in the relevant field to make, have made, use, import, and sell inventions covered by University Intellectual Property and the University’s rights in any Joint Intellectual Property, in exchange for Sponsor’s agreement to diligently commercialize the invention.

9.2.2.2. **Exclusive License.** If Sponsor desires to receive an exclusive license, the parties will negotiate in good faith the commercially reasonable terms and conditions of a royalty-bearing, limited-term, exclusive, field-of-use license, including the right to sublicense, in the United States and any other country, to make, have made, use, import, and sell inventions covered by the University Intellectual Property and any of the University’s rights in any Joint Intellectual Property, in exchange for Sponsor’s agreement to diligently commercialize the invention.

9.2.2.3. If SU and Sponsor fail to complete license negotiations within three (3) months after Sponsor proceeds under paragraph 9.2.2.1. or 9.2.2.2 the Sponsor’s rights under paragraphs 9.2.2.1. or 9.2.2.2 will expire.

9.3. **Patent Protection.**

9.3.1. **Notice.** The University office responsible for Intellectual Property governed by this Agreement is the Syracuse University Office of Technology Transfer and Industrial Development (OTTID). University, via OTTID, will disclose to Sponsor, within a reasonable time period after Principal Investigator has disclosed an invention to OTTID, any University Intellectual Property and Joint Intellectual Property developed under this Agreement. University and Sponsor shall discuss whether to seek patent protection for the University Intellectual Property and any Joint Intellectual Property prior to filing any patent applications.

9.3.2. **Prosecution.** University shall have primary responsibility for the preparation, filing, prosecution, and maintenance of any patent rights for University Intellectual Property, using patent counsel appointed by University.

9.3.3. **Costs.** University shall bear all expenses associated with the preparation, filing, prosecution, and maintenance of any domestic patent rights for University Intellectual Property during the term of this Agreement. If Sponsor elects a license under section 9.2.2.1 or section 9.2.2.2, however, Sponsor shall reimburse
University for all prior and future expenses associated with the preparation, filing, prosecution, and maintenance of patent rights.

10. **Federally-Funded Sponsored Research.** Notwithstanding the foregoing, each Party recognizes and acknowledges that federally-funded sponsored research is predisposed to, and conditioned upon, compliance with certain intellectual property rights as will be addressed in the federally-funded sponsored program instrument (e.g. grant, cooperative agreement, contract). And, each Party, therefore, agrees to comply with the legal and regulatory requirements dictated by any such federally-funded sponsored research which forms a basis for the Research Project conceived and/or is used hereunder.

11. **Publications.**

   11.1. The Sponsor recognizes that under University policy, the University shall have the right, at its discretion, to release information or to publish any material resulting from the Project. The University shall furnish the Sponsor with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. The Sponsor may request the University to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect Sponsor or Joint Intellectual Property as defined in Article 9, or Confidential or Proprietary Data described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.

   11.2. The Sponsor will be given full credit and acknowledgment for the support provided to the University in any publication resulting from the Project.

12. **Termination for Convenience.** This Agreement may be terminated at any time by either Party giving the other Party at least thirty (30) days written notice of termination. In the event of termination, the University will be reimbursed for all expenses incurred and non-cancelable commitments entered in accordance with the terms of this Agreement prior to the date of termination. In no event shall the liability of the Sponsor exceed the Project Cost.

13. **Independent Contractor.** In the performance of the Project the University shall be deemed to be and shall be an independent contractor and, as such, the University shall not be entitled to any benefits applicable to employees of the Sponsor. Neither Party is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

14. **Insurance.**

   14.1. The University warrants and represents that the University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University, and that the University has no liability protection for any other person.

   14.2. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts of that Party and the officers, employees, and agents thereof.

15. **Export Controls.** It is understood that University is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other
commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the Sponsor that the Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While University agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, University cannot guarantee that such licenses will be granted.

16. **Force Majeure.** Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is reasonably beyond the University's control, or by reason of any of the following: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.

17. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama and the applicable U.S. Federal law.

18. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

19. **Agreement Modification.** Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties hereto.

20. **Notices.** Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by recognized national overnight courier, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses, e-mail addresses or facsimile numbers of the parties, which may be updated from time to time by written notice pursuant to this Section:

   **If to the Sponsor:**
   
   Contractual:
   
   Technical:
   
   **If to the University:**
   
   Contractual:
   
   Technical:
   
   **Payments:** Tuskegee University  
   Bursar’s Office  
   Attn: Executive Director, Sponsored Accounting  
   Xxxx Xxxxx  
   Xxxxx, XX Xxxxx
APPENDIX F

contact@Xxxxx
Phone: Xxx-Xxx-Xxxx

21. Special Provisions - RESERVED

22. Survivability. The obligations set forth in Articles 8 and 9 shall survive the expiration or termination of this Agreement unless expressly stated otherwise.

This Agreement is the complete agreement of the Sponsor and University and supersedes all prior understandings regarding the Project.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate on the dates indicated below.

SPONSOR NAME  UNIVERSITY

_________________________________________  ______________________________

Date  Date