

## APPENDIX B1- Collaboration Agreement Format

### SPONSORED RESEARCH AGREEMENT

**THIS AGREEMENT**, entered into and effective this     day of     ,     between The University of Connecticut, Storrs, Connecticut     06269, hereinafter referred to as the "University" and having principal offices at     , hereinafter referred to as the "Sponsor."

**WHEREAS**, each party desires to enter into this Agreement for the benefits reasonably expected to be gained therefrom, and

**WHEREAS**, the University is authorized to enter into this Agreement under Section 10a-104, 10a-108, and 10a-110 to 10a-110g of the General Statutes of the State of Connecticut, as amended to date,

**NOW THEREFORE**, the parties mutually agree as follows:

#### Section 1

1. **STATEMENT OF WORK.** The Sponsor hereby engages the University to utilize reasonable efforts to carry out a program entitled, " \_\_\_\_\_ " ("Project").
2. **PRINCIPAL INVESTIGATOR.** The research will be supervised by \_\_\_\_\_ ("PI").
3. **DURATION OF AGREEMENT.** The term of this Agreement shall be from     , through     , unless terminated as provided herein or extended by mutual agreement.
4. **COMPENSATION.**
  - 4.1. The total cost to the Sponsor for all direct and indirect costs incurred in the performance of this Agreement shall not exceed \$ \_\_\_\_\_, unless modified in accordance with Article 7, herein.
  - 4.2. The University must receive advance payment of at least one quarterly payment prior to commencement of work.
  - 4.3. The payment terms shall be as follows (Choose one of the following options).
    - This is a fixed price agreement. Upon execution of this Agreement, the University will submit an invoice for full payment due within thirty (30) days from receipt of the invoice. No financial reporting of expenditures is required.
    - This is a fixed price agreement. Upon execution of this Agreement, the University will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:
      - \_\_\_ % is due upon execution of the agreement;
      - \_\_\_ % is due \_\_\_ days from the start date of the project;
      - \_\_\_ % is due 30 days after the period of performance ends.No financial reporting of expenditures is required.
    - This is a cost-reimbursement agreement. The University will submit monthly/quarterly invoices in accordance with Exhibit B (budget). Sponsor agrees to pay these invoices, within thirty days of the invoice date, to the Associate Director, Sponsored Program Services, Office of the Vice President for

Research. A cumulative report of expenditures and final invoice will be provided the Sponsor within ninety (90) days following completion of the Research Program. Unexpended funds will be returned to Sponsor.

- 4.4. Sponsor shall make payment to the Director, Sponsored Program Services, Office of the Vice President for Research, 438 Whitney Road Extension, Unit 1133, University of Connecticut, Storrs, CT 06269-1133.
- 4.5. University may transfer funds within the budget as needed at the discretion of the Principal Investigator without Sponsor's approval as long as the scope of work under the Research Project remains unchanged.

5. **OWNERSHIP OF EQUIPMENT.** All equipment purchased or constructed for use in connection with the work under this Agreement, shall be the property of the University.

6. **TERMINATION.** This Agreement may be terminated by either party hereto by giving written notice to the other party sixty (60) days in advance of the specified date of termination. In the case of termination, the University shall be reimbursed for all uncancelable commitments made prior to the effective date of such termination.

7. **INTELLECTUAL PROPERTY.**

- A. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Inventorship shall be determined according to United States patent law. Inventions made during the performance of the Project solely by inventors or authors who are University employees will be owned by University ("University IP"). Inventions made during the performance of the Project solely by inventors or authors who are Sponsor's employees will be owned by Sponsor ("Sponsor IP"). Inventions made during the performance of the Project jointly by inventors who are University's employees and Sponsor's employees will be owned jointly by University and Sponsor ("Joint IP").
- B. **DISCLOSURE OF INVENTIONS.** University will promptly provide Sponsor a copy of any invention disclosure submitted to it by the PI.
- C. **NON-EXCLUSIVE RESEARCH LICENSE.** University grants Sponsor a non-exclusive license to use the results of the Project, including Inventions, for research purposes.
- D. **PATENT FILINGS.** Sponsor may request that University to file a patent application covering University IP or Joint IP, provided Sponsor agrees to reimburse University for all patent costs. Sponsor has the right to review all filings and office actions related to these patent applications.
- E. **OPTION TO EXCLUSIVE LICENSE.** University grants Sponsor an option to an exclusive license to any University IP or Joint IP. Sponsor must exercise the option in writing to University within three (3) months after the University discloses the Invention to Sponsor. The license shall require Sponsor to (1) use commercially reasonable efforts to introduce products utilizing the licensed technology and (2) pay a reasonable royalty to University, and (3) pay for patent costs, as set forth in 7(D). The license will contain other commercially standard terms and conditions. If, after good faith negotiations, a license has not been negotiated, or if the Sponsor decides to forgo the option, University shall be free to offer commercial license rights to any third party or to dispose of University or Joint Inventions as it deems appropriate.
- F. **UNIVERSITY'S RESEARCH AND TEACHING.** University will have the right to practice the Inventions that result from the Project for teaching and research purposes.
- G. **SOFTWARE AND COPYRIGHT.** The copyright and all other rights in any software (if applicable) created in the course of the Project shall be owned by University. University grants Sponsor an option to license the software subject to the negotiation of a commercially reasonable license.

8. **PUBLICATIONS.** The University is committed to publishing research results and ensuring that students can complete their academic requirements, including presenting their research. University also acknowledges that the Sponsor may share proprietary information to conduct the Project and the intellectual property protection may be jeopardized in certain circumstances. Accordingly, University may publish and present the Project results, provided that the Sponsor will have thirty (30) days to review each proposed publication or presentation to identify patentable subject matter and to prevent any inadvertent disclosure of the Sponsor's proprietary information. If no response is provided by Sponsor at the end of the specified period, the University may proceed with publication. If necessary to permit the preparation and filing of U.S. patent applications, the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent agreement between the Sponsor and University.
9. **RIGHTS IN DATA.** University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement. Sponsor shall have the right to duplicate and use for its internal use the technical reports and information specified to be delivered hereunder.
10. **CONFIDENTIAL INFORMATION.** The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). The parties shall not disclose to third parties or the public any information marked "Confidential" received from the other party under this Agreement, without the consent of the disclosing party. 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.
- 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.
11. **USE OF NAMES.** The Sponsor agrees not to use the name of the University or any member of its staff in sales promotion, advertising, or in any other form of publicity without obtaining prior written approval of the University.
12. **EXPORT CONTROL.** In performing their respective obligations under this Agreement, the Parties will comply with United States export control and asset control laws, regulations, applicable to the export or re-export of goods or services, including software, processes, or technical data ("Items"). Such regulations include without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws"). If the Sponsor intends to disclose export-controlled technical information to the University, the Sponsor will notify the University prior to such disclosure and identify the controlled data. Sponsor will not disclose such information until the University notifies the Sponsor that it has implemented a technology control plan to manage the information.
14. **MODIFICATIONS.** The Sponsor and the University agree that this Agreement may be modified or changed

by mutual consent. Such modification or changes shall be in writing and shall be signed by the original signatories or their successors.

15. **RELATIONSHIP OF THE PARTIES.** This Agreement is made with each party as an independent party and not as an employee of the other party. Each party shall be solely liable for any claims, actions, demands or damages arising out of its performance of this Agreement.
16. **RIGHTS OF THIRD PARTIES.** The Sponsor accepts that this Agreement will not limit the freedom of researchers who are, or are not, participants in this Agreement from engaging in research within the same field that is covered by this Agreement. Further, the Sponsor accepts that all rights specified herein are subject to rights of other sponsors specified in separate respective agreements.
17. **LIMITS OF LIABILITY.** The University makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of the research or any invention(s) or product(s), whether tangible or intangible, conceived, discovered, and/or developed under this Agreement; or the ownership, merchantability, or fitness for a particular purpose of the research or any such invention or product. The University shall not be liable for any direct, consequential, or other damages suffered by Sponsor or any licensee or any others resulting from the use of the research or any such invention or product.
18. **ASSIGNMENT.** This Agreement shall not be assignable by either party without prior written consent of the other party.

**Section 2**

19. **CLAIMS AGAINST THE UNIVERSITY.** In the event of loss resulting from acts of omission or commission by University employees in connection with this Agreement, the Sponsor or any third party shall have recourse through the Connecticut Claims Commission as provided under Chapter 53 of the Statutes of the State of Connecticut in which all claims against the State of Connecticut and The University of Connecticut shall be filed with the State of Connecticut Claims Commissioner.
20. **NONDISCRIMINATION.** To the extent applicable under Connecticut law, the parties will comply with Section 4a-60 of the Connecticut General Statutes which prevent discrimination against employees on the grounds of race, color, religion, age, marital status, national origin, sex, mental retardation, physical disability, or sexual orientation.
21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, including all applicable regulations and executive orders. This Agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon either party to this Agreement unless and until such terms and conditions shall have been specifically accepted in writing by both parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the dates indicated below.

**UNIVERSITY**

**SPONSOR**

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Title \_\_\_\_\_

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Date

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