

**FLORIDA ATLANTIC UNIVERSITY  
SPONSORED RESEARCH AGREEMENT  
CONTRACT #**

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991(hereinafter "UNIVERSITY") and \_\_\_\_\_ a corporation of the State of \_\_\_\_\_, having its business address at \_\_\_\_\_ (hereinafter "SPONSOR").

**SUBJECT**

The purpose of this Agreement is to promote the increase of useful knowledge through research relating to \_\_\_\_\_.

**IT IS AGREED:**

**Article 1.0 RESEARCH PROJECT**

1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT") specifically described in the attached proposal (Appendix A) which by reference is incorporated into this Agreement on a fixed fee/cost reimbursable basis (circle one), and such other work as may be mutually agreed upon in an executed amendment to this Agreement.

1.2 The PROJECT and all work assignments shall be carried out under the direction of \_\_\_\_\_(hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

**Article 2.0 TERM**

2.1 The investigation covered by this Agreement extends for a period beginning on \_\_\_\_\_ and continuing through \_\_\_\_\_.

2.2 It is understood that the PROJECT may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

**Article 3.0 FACILITIES AND EQUIPMENT**

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

**Article 4.0 PAYMENT**

4.1 SPONSOR agrees to pay UNIVERSITY \_\_\_\_\_ for this investigation, payment to be made as follows:

- 50% on execution
- 25% in three months from beginning date of PROJECT
- 25% in six months from beginning date of PROJECT

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Please makes checks out to Florida Atlantic University  
Mail checks to: Division of Research  
777 Glades Road, AD 236  
Boca Raton, FL 33431-0991

**Article 5.0 REPORTS**

5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports on the progress of the work on such dates as are mutually agreed upon and a final report on the entire PROJECT within ninety (90) days after termination of this Agreement.

**Article 6.0 PUBLICATION**

6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

6.2 If SPONSOR believes that any planned publication contains a patentable development and wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.

6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

**Article 7.0 CONFIDENTIALITY**

7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked “confidential information” and furnished in writing only to the PROJECT DIRECTOR or orally disclosed to the PROJECT DIRECTOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:

- a. information which at the time of disclosure is in the public domain;
- b. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT DIRECTOR;
- c. information which was in the possession of the PROJECT DIRECTOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
- d. information which SPONSOR provides written permission to disclose.

**Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS**

8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.

8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY

grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.

8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.

8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.

8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.

8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

## Article 9.0 **TERMINATION**

9.1 Either party may terminate this Agreement prior to the designated term by giving sixty (60) days written notice to the other.

9.2 Upon early termination of this Agreement, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the

term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

**Article 10.0 INDEMNIFICATION AND NEGATION OF WARRANTY**

10.1 SPONSOR agrees to indemnify, hold harmless and defend UNIVERSITY its officers, employees, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses resulting from or arising out of the SPONSOR's use of the research data developed during the term of this Agreement.

10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF DATA OR TECHNICAL INFORMATION DERIVED FROM THIS RESEARCH PROJECT.

**Article 11.0 ASSIGNMENT**

11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

**Article 12.0 PUBLICITY**

12.1 SPONSOR will not use the name of UNIVERSITY, nor of any member of UNIVERSITY'S PERSONNEL, in any publicity, advertising, or news release without the prior written approval of UNIVERSITY.

**Article 13.0 NOTICES**

13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

**SPONSOR:**

**Name  
Address  
City, State, Zip Code**

**FLORIDA ATLANTIC UNIVERSITY**

**For Administrative matters:**

**Director, Sponsored Programs**

**Division of Research  
Florida Atlantic University  
777 Glades Road, AD 236  
Boca Raton, FL. 33431-0991**

**For Technical matters:**

**Principal Investigator**

**Article 14.0 MISCELLANEOUS**

14.1 UNIVERSITY and SPONSOR agree that the PROJECT DIRECTOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.

14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.

14.3 This Agreement shall be governed by and construed according to the laws of the State of Florida.

14.4 This Agreement may not be assigned by the SPONSOR without the written permission of UNIVERSITY.

14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.

14.7 Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

SPONSOR

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNIVERSITY

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_