# SPONSORED RESEARCH AGREEMENT

Agreement Number:

This Sponsored Research Agreement (the “Agreement”) is made between (insert name and address of sponsor) (“Sponsor”) and The University of Texas at Arlington, 701 S. Nedderman, Box 19145, Arlington, Texas 76019-0145 (“University”), a State Institution of Higher Education established under the laws of the State of Texas as an institution of The University of Texas System (“System”).

# RECITALS

A. University and Sponsor are each pursuing research in the area of (describe area of research).

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 (insert date work is to begin) (the “Effective Date”).

**2. RESEARCH PROGRAM**

a. University will use its own facilities and all reasonable efforts to conduct the research program described in Attachment A (“Research Program”) under the direction of **(Insert PI Name)** 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 (insert the end date of the contract) (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 others independent of the Research Program.

**3. COMPENSATION**

1. As consideration for University’s performance, Sponsor will pay the University **(Insert total dollar amount)**. (Insert payment terms, i.e. monthly, quarterly, percentages, etc, in the following format).

Upon execution: $N

List of payment dates, with numbers or other terms

[e.g., Balance monthly in equal installments starting date]

Sponsor billing invoices shall be sent to the address on page 1 care of its signatory via the email address for Sponsor in Section 14c UNLESS stated differently below:

University will not begin work to perform the Research Program until this Agreement is fully executed or a commitment to support and to pay is made by Sponsor and received by University.

1. Sponsor will make payments to The University of Texas at Arlington, referencing the Principal Investigator and Research Program title, to the following address:

The University of Texas at Arlington

219 West Main Street

PO Box 19136

Arlington, TX 76019-0136

1. 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.
2. 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**

1. Sponsor’s designated representative for communications with the Principal Investigator regarding technical matters shall be (insert name of technical contact) or any other person Sponsor may designate in writing to University and the Principal Investigator (“Designated Representative”).
2. The Principal Investigator will make (insert number) 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 this Agreement.

**5. PUBLICITY**

Sponsor will not reference University in connection with the Research Program in any statement, whether oral or written, without University’s prior approval. University may acknowledge Sponsor’s support of the Research Program in scientific or academic publications, communications or press releases without Sponsor’s prior approval, and as required by the Texas Public Information Act, Texas Education Code or Texas Government Code, or other applicable law or regulation. 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 it desires University to file patent applications on any inventions contained in the materials; and, if University agrees to do so, University will proceed to file a patent application in due course and in accordance with the provisions of 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”). Confidential Information (including that from third parties other than the signatories to this Agreement), if disclosed in writing must be marked with an appropriate confidentiality legend, or if disclosed in non-written form, identified at time of disclosure as confidential, and reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure, and delivered to the recipient party’s designated technical representative. 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 from receipt, provided that the recipient party’s obligation shall not apply to information that:

i. is already in the recipient party’s possession at the time of disclosure;

ii. is or later becomes part of the public domain through no fault of the recipient party;

iii. is received from a third party having no obligations of confidentiality to the disclosing party;

iv. is independently developed by the recipient party; or

v. is required by law or regulation to be disclosed.

b. In the event that information is required to be disclosed pursuant to subsection (v), 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 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 to Sponsor.

c. With respect to inventions for which Sponsor has agreed to assume patent-related costs as described above, University grants to 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. DISPUTE RESOLUTION**

To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Sponsor to attempt to resolve any claim for breach of contract made by Sponsor that cannot be resolved in the ordinary course of business. The Vice President for Business Affairs and Controller at the University shall examine Sponsor‘s claim and any counterclaim and negotiate with Sponsor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by the University nor any other conduct, action or inaction of any representative of the University relating to Sponsor or this Agreement constitutes or is intended to constitute a waiver of the University’s or the state’s sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

**14. 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. Notwithstanding the foregoing, no cost extensions may be made with approval of Sponsor by written document or by communication such as an email to University contact in 14c c/o ogcs@uta.edu, with new project dates and additional applicable specifics (if any) from Sponsor contact listed in 14c, and a return acknowledgment from University.

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:

Jeremy Forsberg

Assistant Vice President for Research

 The University of Texas at Arlington

 Box 19145

 Arlington, TX 76019-0145

 Phone: 817-272-2105

 Fax: 817-272-5808

 or in the case of Sponsor to:

 (Insert Sponsor’s contact information)

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 the Principal Investigator, or in the case of Sponsor to Designated Representative.

1. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas, without regard to its principles of conflict of laws.

**15. UNITED STATES LAW**

Notwithstanding any other provision of this Agreement, it is understood that the parties are subject to, and shall comply with, United States laws, regulations, and governmental requirements and restrictions controlling the export of technology, technical data, computer software, laboratory prototypes, and other commodities, information and items (individually and collectively, “Technology and Items”), including without limitation, the Arms Export Control Act, the Export Administration Act of 1979, relevant executive orders, and United States Treasury Department embargo and sanctions regulations, all as amended from time to time (“Restrictions”) and that the parties’ obligations hereunder are contingent on compliance with applicable Restrictions. All title and rights in inventions arising from or developed during the Study will be governed by U.S. patent law and foreign filing licenses will be required.  University performance under this agreement will be governed by the constitution and laws of the State of Texas and all applicable U.S. Federal laws and regulations

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

 (Insert **SPONSOR** name here)

 By: Date:

 (Insert Name of Signatory here)

Title:

## THE UNIVERSITY OF TEXAS AT ARLINGTON

By: Date:

Name:

Title:

ATTACHMENT A

Project Abstract

[insert]