

## **PURPOSE OF THE GUIDE:**

This guide is a summary of the general policies applicable to research agreements between The University of Texas at Arlington (UTA) and private industry. These policies reflect UTA's position as a publicly supported educational institution, policies of The University of Texas System (System) and the Texas Board of Regents.

UTA also subscribes to the Contract Accords developed by the University-Industry Demonstration Partnership ([www.uidp.org](http://www.uidp.org)), or UIDP. The Contract Accords were developed by attorneys and representatives from industry and universities to address many of the common positions each takes when conducting industry sponsored research, or federally contracted / flow down - research.

The goal of this guide is to facilitate negotiations and give a basic understanding to sponsoring agencies and to UTA faculty of the reasoning behind recommended language for UTA to enter into sponsored research agreements. These guidelines are designed primarily to clarify relationships and obligations between UTA and private industry.

UTA is a great opportunity for sponsors. UTA's diverse faculty and research expertise naturally expound innovation and collaboration possibilities that could provide sponsors the technological winning edge in the marketplace.

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**STEPS TO ESTABLISHING A RESEARCH AGREEMENT**

UTA faculty members are encouraged to engage in appropriate outside professional relationships with private industry. Such activities facilitate the transfer of technology to improve the well-being and productivity of society and offer research opportunities through which the faculty member can make a contribution to knowledge. Initial discussions between sponsor representatives and UTA faculty are encouraged since this is necessary to confirm mutual interest. While initial discussions between industry sponsors and UTA faculty or senior research staff occur in a variety of ways, no project may be established or undertaken unless a carefully defined research proposal (Statement of Work), including a budget, has been submitted through UTA's Office of Grant and Contract Services, endorsed with the appropriate institutional signature, and an acceptable funding agreement has been negotiated and signed by authorized representatives. UTA faculty (including Deans and Chairpersons) do not have the authority to legally bind UTA into a sponsored research agreement. UTA policies pertaining to the protection of human subjects, biosafety, occupational and environmental protection, and animal welfare are applicable to all research conducted at UTA.

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**SPONSORED RESEARCH AGREEMENT**

This Sponsored Research Agreement (the "Agreement") is made between 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"), and \_\_\_\_\_, a corporation with its principal place of business at \_\_\_\_\_ ("Sponsor").

**IDENTIFYING UTA:**

UTA is an institution in The University of Texas System, an entity created by Texas Statute as a public university system governed by a Board of Regents. All research agreements must be issued using UTA's name: "The University of Texas at Arlington, a State Institution of Higher Education established under the laws of the State of Texas as an institution of The University of Texas System".

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**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.

#### **DEFINING THE RESEARCH PROGRAM**

The Research Program should be specific as to aims and activities undertaken. Milestones and deliverables should be clearly written and consistent with the parties' expectations, but results are not guaranteed. UTA commits to perform research on a reasonable efforts basis. UIDP Contract Accord 1.

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#### **COMPENSATION**

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 Arlington, referencing the Principal Investigator and Research Program title, to the following address:

Grant Accounting  
The University of Texas at Arlington  
Box 19136  
Arlington, TX 76019

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.

d. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

#### **WHY DOES UTA NEED ADVANCE PAYMENTS FROM RESEARCH SPONSORS?**

Contracts with sponsors are performed on a no-fee or no-profit basis of full cost recovery. Research projects include both direct costs and full indirect (facilities and administrative) costs at UTA's federally negotiated rate. Receipt by UTA of advanced funding in an appropriate amount is necessary since UTA does not have a designated source of funds with which to finance sponsored research or to pay the interest on funds borrowed for that purpose. The schedule of payments is negotiable depending on type and scope of project, length of the project period, and anticipated pace and pattern of actual expenditures. The Principal Investigator has the responsibility for conducting the research and for assuring that only proper costs are charged to the project account.

Since research by its nature is unpredictable and without guarantee of successful results, UTA research is conducted on a reasonable effort basis. Because of the no-fee or no-profit basis, UTA will not accept contract provisions that will guarantee results, impose penalties for failure to make progress by firm deadlines, or provide for withholding of payment if the sponsor is not satisfied with the results. However, research projects are organized in a manner sensitive to the differing time constraints of sponsors.

#### **WHAT ARE THE OBLIGATIONS IN A TERMINATION?**

In the event a funding agreement is terminated by the sponsor for any reason, the sponsor will be expected to reimburse UTA for all costs incurred to the date of termination and for all non cancellable obligations.

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#### **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 ninety (90) days after termination.

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#### **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.

#### **PUBLICITY RESTRICTIONS?**

It is UTA's policy that under no circumstances shall a sponsor be permitted to state or imply in any publication or other published announcement that UTA has approved any product that is or might be manufactured, sold, or otherwise distributed. UTA also requires that its name not be used in connection with any advertisement, press release, or other form of business promotion or publicity, or refer to a research agreement, without prior written approval.

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#### **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 will use its' reasonable efforts to protect Sponsor's patent rights, but 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.

#### **WHAT IS REQUIRED IN PUBLICATION?**

A fundamental principle of UTA, as a non-profit educational institution, is that the teaching and research environment should be open to promote the exchange of ideas among faculty and students. UTA's research activities are conducted as an integral part of the total educational program, and these activities often form the basis for articles in professional journals, seminar reports, presentations at professional meetings, and student dissertations and theses. Therefore, UTA will undertake research or studies only if scientific results can be published or otherwise promptly disseminated. If publication rights are not maintained, UTA becomes subject to the Unrelated Business Income Tax and may be required to pay 35% of the award monies received to the IRS. UTA will not jeopardize our tax- exempt status.

#### **HOW ARE SPONSOR INTERESTS PROTECTED IN PUBLICATION?**

As a public institution of Higher Education, Freedom to publish and disseminate results is a major criterion of the appropriateness of any research project at UTA. UTA policy and applicable law precludes assigning to third party sources the right to keep or make final decisions about what may be published. A sponsor may seek a short reasonable delay, however, in order to comment upon and to review publications for disclosure of its proprietary data or so that patent applications may be prepared and filed, if appropriate. Such a delay in publication should normally be no more than 60 days. While UTA must retain publication rights, sponsors can be assured the freedom to publish is not an obligation to publish.

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#### **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 and marked with an appropriate confidentiality legend, or if disclosed in non-written form, reduced to writing and 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.

#### **HOW DO INDUSTRY AND UTA AGREE ON THE SCOPE OF CONFIDENTIAL DISCLOSURE?**

Realizing that it is often difficult or impractical to list all confidential information, UTA adopts one of the useful techniques suggested by the UIDP: agree that information is only subject to confidential terms when either (i) it is provided in writing suitably marked as confidential or (ii) if it is disclosed other than in writing, it is designated as confidential at the time of disclosure, summarized in writing, marked as confidential, and delivered to the other party within a specified period of time (here, 30 days). UIDP Contract Accord 9.

The other exceptions are usual and customary.

For more information on confidentiality, see [UTA FAQs on NDAs](#).

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**PATENTS, COPYRIGHTS, AND TECHNOLOGY RIGHTS:**

a. Background Intellectual Property (BIP): BIP refers to intellectual property that is relevant to the project and already owned by one of the Parties before entering into an agreement. University may have solely developed Intellectual Property relevant to the subject matter of the project prior to performing the agreed-upon research. Access to University's BIP is not available for free. Sponsor may obtain rights to prior University Intellectual Property by negotiating rights to BIP in advance. The University will agree to disclose known BIP and, if available, license it for the same field-of-use as foreground IP.

b. Research Program (Foreground) Intellectual Property: Foreground Intellectual Property refers to Intellectual Property arising from the research undertaken pursuant to the agreement after the date of signature whether generated by one Party or two or more Parties jointly. University retains ownership to all inventions and discoveries arising from the research of its faculty, staff, or students in accordance with the laws of inventorship (e.g., US patent law) whether or not such inventions are patentable. 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. Sponsor and University jointly own inventions and discoveries when jointly made by an employee of the Sponsor and by University faculty, staff, or students arising from collaboration in connection with the performance of any research. The Sponsor and University each have the unrestricted right to use, manufacture, and sell or license its interest in joint intellectual property for any purpose whatsoever with no payment of royalties. Sponsor has an exclusive first right to negotiate an exclusive license to any joint intellectual property. In addition, Sponsor may get an automatic grant of right to Foreground IP, limited to internal research use. The scope of the rights granted can be adjusted by mutual agreement of the parties depending on the research project. Access to full commercial rights is addressed below.

c. 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 to Sponsor.

d. With respect to inventions for which Sponsor has agreed to file a 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. If Sponsor and University fail to enter into a license 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.

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### **WHAT ARE UTA PATENT DISCLOSURE REQUIREMENTS?**

All UTA faculty, staff, or students must disclose all potentially patentable inventions conceived or developed while employed by UTA and must assign all inventions that occur in the course and scope of their employment to The Board of Regents of The University of Texas System. Whether inventions are or are not patentable is a matter of federal patent law. Whether UTA will prosecute any specific patent application is a determination to be made by UTA's President based on a recommendation from the UTA Intellectual Property Committee.

While all patentable inventions must be disclosed, inventions resulting from permissible consulting activities without use of UTA funds or facilities need not be assigned to UTA. Faculty should review consulting agreements carefully to ensure they do not conflict with obligations under UTA patent and other relevant policies.

### **DOES A SPONSOR OWN UTA INTELLECTUAL PROPERTY?**

UTA is part of a public university system, funded in part by the taxpayers of the State of Texas. Our Regents retain ownership to all inventions and discoveries arising from UTA research. If there is IP, we typically give a sponsor the right to use a UTA sponsored research project invention for internal research purposes, and typically give a research sponsor the right to negotiate a license to UTA's sponsored research project IP for other purposes. If and as there is NO IP, or IP has no independent commercial value, UTA has an internal process to consider alternatives to this, and to take a license for UTA to use research project IP for our usual educational and academic missions.

### **DOES A SPONSOR OWN JOINT INTELLECTUAL PROPERTY?**

Under applicable US patent law, a party retains ownership rights in its own contributions to jointly developed deliverables and work arising or resulting from a research project. In addition, University grants each research 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 sponsored research.

### **WHAT ARE THE GOALS OF UTA PATENT POLICY?**

The UTA patent policy seeks to assure balance among several objectives. The UTA patent policy facilitates the prompt and effective development of useful inventions while preventing the inappropriate use of public funds for private gain. UTA patent policy is a factor in maintaining good relations with industry to make the best use of opportunities for education and research funding while obtaining appropriate revenues for UTA from the licensing of patents.

### **WHAT IS THE PURPOSE OF UTA LICENSING?**

Although the primary purpose of UTA research is not commercially applicable discoveries or inventions, UTA recognizes the need to encourage the practical application of the results of research for the public benefit. Thus, UTA maintains an active program for identifying and patenting potentially useful inventions, including computer software, for licensing to companies which have the capability of developing, manufacturing, and marketing them.

The major purposes of licensing the use of technology resulting from UTA research to industry are to:

- Develop a mechanism for transferring, disclosing, and disseminating the results of UTA research to the public for the public benefit;
- meet obligations to research sponsors, and;
- provide support for further research and education.

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### **CAN INTELLECTUAL PROPERTY BE LICENSED OR ROYALTY RATES ESTABLISHED BEFORE AN INVENTION EXISTS?**

A license or royalty terms cannot be established during research agreement negotiations when the intellectual property does not exist. This is in part because UTA, as a non-profit organization, finances research facilities through the issuance of tax-exempt bonds. UTA is required by law to ensure that bond financed facilities will not be used in a manner that would cause the interest to become taxable. IRS regulations provide specific guidance regarding the use of

tax-free bond funded facilities in sponsored research agreements and private business use may invalidate this tax-exempt status. Therefore, private business use is avoided if:

the title to intellectual property made by UTA employees or others using UTA facilities is exclusively retained by UTA;

a licensee pays a competitive price for a technology (research funding may not be considered as payment toward a license of future intellectual property), and;

the value of any technology is determined at the time the intellectual property is available for licensing.

#### **WHAT ARE THE CONSIDERATIONS FOR A LICENSE?**

Terms and conditions for licensing agreements should consider the nature of the technology, the stage of development of the invention, the effect on the research endeavor in question, the public benefit, and the marketplace. Agreements are negotiated on a case-by-case basis. If a company needs time to evaluate a research result, an option agreement may be negotiated to allow a limited time for a review for licensing purposes. UTA will grant the right of first notification and first right to negotiate a license to the sponsor for an exclusive or nonexclusive license, based on the level of sponsor support. Any license of a patentable invention must at least provide for reimbursement of all UTA patent costs incurred and diligent development by the licensee and, in most cases, for the payment of royalties. Agreements, options, non-exclusive licenses, and exclusive licenses must not interfere with the principle of open dissemination of research results. For further information, please contact the Office of Technology Management at 817-272-1119 or [otm@uta.edu](mailto:otm@uta.edu).

#### **WHAT ARE UTA PUBLICATION GUIDELINES ON RESEARCH RESULTS?**

As per common university-industry practice expressed in UIDP Contract Accord 3, Publications, Universities conduct research as tax-exempt organizations. Research conducted by tax-exempt organizations must be performed for the public benefit and is expected to lead to information that is published and available to the interested public. Research that is subject to restrictions on publication may be considered a trade or business activity that is unrelated to the public purpose of the University, and keeping results undisclosed could violate applicable law. That said, sponsors have the right to require the removal of any of the sponsor's confidential information disclosed to University during sponsored research. Upon request, an additional delay of publication that is specific and limited may be appropriate to allow time to file a patent application.

#### **WHAT ARE UTA COPYRIGHT DISCLOSURE REQUIREMENTS?**

In keeping with academic tradition, UTA copyright policy provides that ownership of copyrights to scholarly or aesthetic works that are prepared through independent academic effort and not as part of a directed UTA assignment (the work in question was commissioned by UTA, or the work was created under extramural support) generally reside with the author. Such scholarly or aesthetic works include, but are not limited to, books, articles, lectures, and scholarly computer software resulting from independent academic study; or artistic works such as novels, videotapes, and musical compositions. Otherwise, all rights in copyright arising from UTA employment or the use of UTA resources belong to UTA.

p>All UTA faculty, staff, or students must disclose all non-scholarly copyrightable works developed while employed by UTA and must assign all rights in copyright that occur in the course and scope of their employment to UTA. Copyright registration is a determination to be made by UTA's President based on a recommendation from the UTA Intellectual Property Committee.

p>Title to the copyrightable material that is developed under a contract or grant from a commercial sponsor normally is owned by UTA. In limited cases, where the purpose of the agreement is to develop a copyrightable work for the sponsor's publication, the copyright may be assigned to the sponsor, but only if there is a provision surrendering this right to UTA after a reasonable interval of time, in the event the extramural fund source has not published within that time.

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## **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.

## **WHAT ARE UTA INDEMNITY REQUIREMENTS?**

UT Arlington is a state institution and public university, and by law cannot be responsible for actions other than its own. Indemnification is an unfunded liability, and only the legislature has authority to obligate funds. In agreement with common university-industry practices expressed in UIDP Contract Accord 2: Indemnification, UT Arlington requests a Sponsor to indemnify it against liability arising from the performance of a company-designed study protocol, and to indemnify it from any loss or damage arising out of Sponsor's use, commercialization, or distribution of information, materials, or products developed by the University that result in whole or in part from the research.

## **MAY A SPONSOR GET PATENT INDEMNITY?**

UTA is a public, non-profit university, and does not operate as a private vendor might. Two options: we receive an award of more funding from a sponsor to obtain a patent clearance opinion from outside counsel of mutual choice, or restrict to our usual indemnity limits at law for UTA as a state agency. To provide additional comfort, we may be able to certify our principal investigator will not knowingly use methods patented by others.

## **CAN A SPONSOR REQUIRE INSURANCE?**

UT Arlington is a public agency of the State of Texas and is self-funded for certain obligations that a private company might buy independent insurance for, such as workers compensation. In addition, under applicable law and the [stated policy of the State of Texas](#), UTA does not acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, third parties must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within the scope of employment.

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## **INDEPENDENT CONTRACTOR**

Yes. Under IRS guidelines, we also clarify that there is an educational component to any research or services project, and that performance is our responsibility, with any sponsor discussion limited to goals and objectives. This is also similar to the IRS test for an 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.

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## **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.

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## **ATTACHMENTS**

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

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## **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.

***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.

SPONSOR

By \_\_\_\_\_ Title  
UNIVERSITY OF TEXAS AT ARLINGTON

By \_\_\_\_\_ Title \_\_\_\_\_