

## RESEARCH AGREEMENT

BETWEEN

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

AND

[SPONSOR]

This Agreement ("Agreement") dated \_\_\_\_\_ (the "Effective Date") is made by and between The Research Foundation for the State University of New York, a private, nonprofit, educational corporation existing under the laws of the State of New York, with an office located at Office of Sponsored Programs, W-5510 Melville Library, Stony Brook, New York 11794-3362, ("Foundation"), acting on behalf of The State University of New York, Stony Brook University ("University"), and \_\_\_\_\_, a corporation organized and existing under the laws of the state of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, ("Sponsor"). Foundation and Sponsor may be referenced herein independently as "Party" or jointly as "Parties".

### WITNESSETH:

**WHEREAS**, Sponsor and Foundation have a mutual interest in promoting research related to \_\_\_\_\_, hereinafter referred to as the "Field;" and

**WHEREAS**, University has developed expertise relating to the Field; and

**WHEREAS**, Sponsor has approved funding to support a research project entitled " \_\_\_\_\_," hereinafter referred to as the "Project" which will be carried out by Dr. \_\_\_\_\_ an \_\_\_\_\_ employee of University or Foundation appointed by the Foundation to supervise and direct the Project hereinafter referred to as the "Foundation Principal Investigator"; and

**WHEREAS**, the Project contemplated by this Agreement is of mutual interest and benefit to Foundation and Sponsor, will further the instructional and research objectives of University in a manner consistent with the Foundation's status as a nonprofit, tax-exempt, educational institution, and may provide benefits for both Foundation and Sponsor through inventions, improvements, and/or discoveries, and

**WHEREAS**, Foundation provides sponsored research, fiscal administration, and intellectual property management services for SUNY campuses, including University, pursuant to an agreement between Foundation and SUNY that became effective in 1977.

**NOW, THEREFORE** in consideration of the premises and the mutual covenants hereinafter contained, the Parties agree as follows:

### 1. Scope of Research

The Foundation agrees to conduct and carry out the Project described in the scope of work attached as Exhibit A. Sponsor and Foundation may at any time amend the Project. However, any amendment shall not be binding upon the Parties unless by mutual written agreement signed by authorized representatives of the Parties.

## **2. Key Personnel**

The Foundation Principal Investigator and Sponsor's Technical Contact, as identified in Exhibit C, agree to maintain close liaison with each other to ensure a timely, well-integrated project effort and to achieve the performance goals during the term of this Agreement. If for any reason the Foundation Principal Investigator is unable or unwilling to continue the Project and/or the responsibilities required to carry out the performance of their duties under this Agreement, the Parties shall negotiate the continuance of the Project and/or this Agreement in good faith. However, if another principal investigator cannot be agreed upon, either Party may terminate this Agreement in accordance with Article 4 by giving written notice to the other Party of such termination.

## **3. Reporting.**

a) Written project reports shall be provided by Foundation to Sponsor in accordance with the reporting schedule set forth in Exhibit A, and a final report shall be submitted by Foundation to Sponsor within forty-five (45) days of the expiration of the Term or early termination of this Agreement.

## **4. Term**

This Agreement commences on the Effective Date and continues through \_\_\_\_\_ (the "Term"), unless terminated sooner or extended by mutual written agreement of the Parties hereto in accordance with provisions set forth elsewhere in this Agreement.

## **5. Termination**

a) Either Sponsor or Foundation may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other Party. The thirty (30) day notice period will commence on the date of receipt of the written notice by the receiving Party.

b) In the event that either Party commits any breach or default in any terms or conditions of this Agreement, and also fails to cure such breach or default within thirty (30) days after receipt of written notice thereof, the non-breaching Party may, at its option and in addition to any other remedies which it may have in law or equity, terminate this Agreement by sending a notice of termination in writing to the other Party to such effect. Termination shall be effective as of the date of receipt of such notice by the receiving Party.

c) Foundation may, at its option, terminate this Agreement effective immediately upon notice to the other Party if: i) Sponsor has been declared insolvent, ceases or threatens to cease to carry on its business, or an administrator or receiver has been appointed over all or part of its assets; or ii) Sponsor fails to comply with any payment obligation provided in Article 6 of this Agreement.

d) Upon notification that this Agreement has been terminated as provided above, Foundation will immediately stop all work under this Agreement. Sponsor agrees to pay all costs and expenses for

non-cancellable commitments incurred by Foundation in performance of the Project prior to termination. Non-cancellable commitments will include but not be limited to salary, benefits, and tuition costs for graduate research assistants employed on the Project through the end of the University's semester during which notice of termination is received.

e) Any notice of termination shall be delivered to the non-terminating Party's administrative contact with a copy to the technical contact as identified in Exhibit C of this Agreement.

## **6. Compensation**

### **a) Research Compensation.**

- i. In consideration of Foundation's performance pursuant to this Agreement, Sponsor shall make fixed payments in the total amount of \_\_\_\_\_ US Dollars. Foundation shall use these funds in general accordance with the budget provided in Exhibit B (the "Budget"); however, deviations from specific budget line items are permitted, provided such deviations remain consistent with the overall aims of the research and do not result in an increase to the total funding obligation of the Sponsor. This amount shall be paid to Foundation within forty-five (45) days of submission of invoices according to the following schedule:

\_\_\_\_\_ - on execution of this Agreement

\_\_\_\_\_

- ii. Payment shall be made by check or wire as follows:

By check: The Research Foundation for The SUNY  
P.O. Box 9  
Albany, NY 12201-0009  
Attn: Cash Receipts Department

By wire: Key Bank of New York  
66 Pearl Street  
Albany, NY 12207-1501  
Routing No: ABA-0213-00077; Account No: 10970107

- iii. The Foundation shall retain title to all equipment, material, and supplies purchased and/or fabricated by it or the University with funds provided by Sponsor under this Agreement. Such title shall remain with the Foundation even if said equipment, material, and supplies are located in other than Foundation or University facilities.
- iv. An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

### ***[Alternate language to be used as negotiation only- COST REIMBURSABLE]***

*a) In consideration of research services to be performed pursuant to this Agreement, Sponsor shall make payments to Foundation in an amount not to exceed \$ \_\_\_\_\_ US Dollars. Foundation shall spend these funds in general accordance*

*with the budget provided in Exhibit B, which is attached to and made an integral part of this Agreement. Foundation may deviate from the budget consistent with Project needs to complete the scope of work outlined in Exhibit A, provided that any budget deviations do not increase the total dollar amount to be paid by Sponsor.*

*b) Foundation will submit monthly to the Sponsor's financial contact listed in Exhibit C an invoice of costs incurred by the Foundation in the performance of this Agreement and claimed to constitute allowable costs. Within forty-five (45) days after receipt of each invoice, Sponsor shall make payment thereon.*

*c) An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.*

**b) License Fee.**

- i. In addition to the amounts due to Foundation per Exhibit B, Sponsor shall also pay to Foundation a fee in the amount of either fifteen percent (15%) of the total Budget set forth in Exhibit B, as amended during the Term, or ten thousand U.S. dollars (\$10,000), whichever is greater ("License Fee"). On or about the Effective Date, Foundation shall issue an invoice to Sponsor in the amount of the License Fee, and Sponsor shall deliver full payment of the License Fee to Foundation within forty-five (45) days of Sponsor's receipt of such invoice or on the date identified as the due date on the invoice, whichever is earlier.
- ii. If Sponsor does not pay the License Fee in accordance with Section 6(b)(i), then Foundation will have the unilateral right to terminate Sponsor's non-exclusive commercial license pursuant to section 8(b)(7) of the Agreement, and this Agreement will be deemed to be amended to grant Sponsor an option to negotiate for an exclusive royalty-bearing commercial license to Foundation Project IP Rights ("Option"). The terms of the Option will be as set forth in section 8(b)(8).
- iii. In the event the total dollar amount of the Budget set forth in Exhibit B increases by an amendment or modification to the Agreement after the Effective Date of the Agreement, Sponsor shall pay to Foundation within thirty (30) days after Agreement of each such amendment or modification to the Agreement the difference between the original License Fee paid by Sponsor under Section 6(b) and the greater of fifteen percent (15%) of the total Budget set forth in Exhibit B, as amended, or ten thousand U.S. dollars (\$10,000).
- iv. An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

**6. Proprietary Information**

a) Unless otherwise agreed in a Non-Disclosure Agreement between the Parties attached hereto as Exhibit D, the following terms will apply to Proprietary Information.

b) The Parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in the performance of the Project. "Proprietary Information" means all proprietary or confidential information provided by the disclosing Party in writing and clearly marked "confidential" or bearing equivalent legend, or disclosed orally and summarized in writing and marked "confidential" or equivalent and transmitted to the receiving Party within 30 days of oral disclosure. Proprietary Information will only be disclosed to the employees, agents, consultants and students (if applicable) of the receiving Party who require the same to fulfill the purposes of the

Project. The receiving Party will protect the disclosing Party's Proprietary Information with the same standard of care with which the receiving Party treats its own Proprietary Information of a similar nature. Proprietary Information will be used by the receiving Party only for the purposes permitted under this Agreement. The receiving Party receives no commercial grant of rights to the Proprietary Information of the disclosing Party. Each Party will, for a period of three (3) years after the termination of this Agreement, maintain the same level of care to prevent the disclosure of a Party's Proprietary Information, unless otherwise required by law. The Parties will give each other reasonable advance notice if compelled to make available Proprietary Information by operation of law or pursuant to a valid governmental or judicial order. The extent of disclosure will be determined by the legal counsel of the Party so compelled.

c) Neither Party will be liable for disclosure or use of the information of the other Party if said information was: 1) already in the possession of a Party at the time it was acquired from the disclosing Party; 2) generally available to the public, or subsequently becomes so available through no fault of the receiving Party; 3) received by a Party to this Agreement from a third party who did not acquire it directly or independently from a Party to this Agreement in confidence, or; 4) independently developed by the receiving Party without the use or reliance on Proprietary Information.

## **8. Intellectual Property**

### **a) Definitions.**

As used in this Agreement, the following terms will have the meanings set forth below.

1. Incidental Use of SUNY Resources. "Incidental Use of SUNY Resources" means the use of SUNY or Foundation resources and facilities such as meeting rooms, office space, office supplies, photocopiers, telephones, fax machines, and other standard office equipment, personal-type computers, commercially-available software installed on such computers, and computer and communications networks, including internet access and data storage, that is occasional and/or non-essential to the creation of Intellectual Property.
2. Invention(s). "Invention(s)" means any invention or discovery that is potentially patentable, and conceived and reduced to practice under this Agreement. "Sponsor Invention" means an Invention that is invented solely by Sponsor personnel with no more than Incidental Use of SUNY Resources. "Foundation Invention" means an Invention that is invented solely by Foundation or University personnel; "Joint Invention" means an Invention that is (i) invented jointly by Sponsor and Foundation personnel, or (ii) invented by Sponsor personnel with more than Incidental Use of SUNY Resources.
3. Intellectual Property. "Intellectual Property" or "IP" means all proprietary rights in Inventions, patent applications, patents, copyrightable works, mask works, trademarks, trade secrets, and any information embodying proprietary data, such as technical data and computer software.
4. Background Intellectual Property. "Background Intellectual Property" or "BIP" means the Intellectual Property of a party that was created prior to the Effective Date of this Agreement, is related to the Field, and is used in the Project. "Sponsor BIP" means the Background Intellectual Property of Sponsor, if any, as identified in Exhibit A hereto. "Foundation BIP" means the

Background Intellectual Property of Foundation known to the Principal Investigator and listed in Exhibit A.

5. Other Intellectual Property. “Other Intellectual Property” means any IP created or owned by either party that is neither Background IP nor an Invention.
6. Project Reports. “Project Reports” means the written reports prepared by Foundation and delivered to Sponsor during the Project, as set forth in Exhibit A.
7. Research Results. “Research Results” means all data, findings, know-how, methods, techniques, intangible results, tangible materials, software, prototypes, and work product that result from the performance of the Project as set forth in Exhibit A. For purposes of clarity, Research Results does not include Project Reports.

b) IP Rights and Obligations of Sponsor.

1. Ownership of IP. Sponsor will own all Sponsor BIP, Sponsor Inventions, Sponsor’s Other Intellectual Property, and copyright in the Project Reports. Sponsor will jointly own, together with Foundation, all Joint Inventions.
2. Invention Disclosures. Sponsor will notify Foundation in writing within thirty (30) days of receipt of an Invention disclosure covering a Sponsor Invention or Joint Invention. All Invention disclosures exchanged under this Agreement will be kept confidential by the parties.
3. Sponsor Inventions. Sponsor will control and bear the expense of the preparation, filing, prosecution, and maintenance of all United States and foreign patent applications claiming Sponsor Inventions.
4. Joint Inventions. Sponsor will control and bear the expense of the preparation, filing, prosecution, and maintenance of all United States and foreign patent applications claiming Joint Inventions, with Foundation’s cooperation and assistance. Notwithstanding the foregoing, for any Joint Invention, if Sponsor does not wish to file a patent application, continue prosecution of a pending patent application, or maintain a patent through its full term, Sponsor will notify Foundation in writing no less than ninety (90) days in advance of the relevant patent deadline and Foundation shall have the option, but not the obligation, to take over control of the prosecution and maintenance of the patent or application, and Sponsor will assign the entirety of its right in the patent or application to Foundation.
5. Trade Secrets. Sponsor will not disclose any Sponsor trade secret(s) except on a limited, need to know basis as strictly necessary for Foundation’s performance of Project(s) under this Agreement. Prior to disclosing any trade secret(s), Sponsor and Foundation will mutually agree on a set of procedures to govern such disclosure and protect the trade secret(s). Such procedures must be documented in writing as an addendum to this Agreement signed by the Authorized Official for each Party.
6. Third Party Rights. Sponsor will disclose to Foundation any third party rights, known to Sponsor’s official signing this Agreement, including federal, private or individual claims that impact the ownership of IP arising from or used as background for performance of the Project under this Agreement.
7. Non-Exclusive Licenses. Sponsor grants to Foundation a non-exclusive, non-commercial research license: i) to use Sponsor BIP and Sponsor Invention(s) in the performance of the Project, and ii) to use the Project Reports. Sponsor grants no other license under this Agreement. Subject to the payment provisions in Section 6(b) of this Agreement, Sponsor is hereby granted by Foundation a non-exclusive, non-transferable, royalty-free license to



Foundation Inventions, Foundation's rights in Joint Inventions and the Research Results ("Foundation Project IP Rights") for the purpose of making, having made, developing, manufacturing, have sold, selling or offering for sale products and services. Such non-exclusive commercial license shall be effective on the date Sponsor provides Foundation with the Licensee Fee payment set forth in Section 6 of this Agreement.

- a. U.S. Government Rights. In the event that a party is required to grant, and/or has granted, to the U.S. Government any rights in and to Foundation Project IP Rights, then the Parties agree that their rights to such Foundation Project IP Rights are subject to those rights of the U.S. Government and the provisions of 37 CFR 401, et seq. as it may be amended from time to time.
  - b. No Implied Licenses or Background IP Rights. No rights or obligations other than those expressly recited herein are granted or may be implied by this Agreement. Nothing herein constitutes a commercial license or other transfer of rights in or to any Intellectual Property that is not explicitly included within the Foundation Project IP Rights.
8. Option to Exclusive Commercial License. Sponsor is hereby granted an exclusive option to negotiate an exclusive commercial license to Foundation Project IP Rights, which shall expire six (6) months after disclosure of such Foundation Project IP Rights, pursuant to section 8(c)(2) of the Agreement (the "Option Period"). All negotiations conducted by the Parties under this paragraph 8 shall be conducted in good faith using reasonable efforts to reach a mutually beneficial arrangement as soon as practical. The Option Period may be set for a period of other than six months upon mutual written agreement of the Parties.

c) IP Rights and Obligations of Foundation.

1. Ownership of IP. Foundation will own all Foundation BIP, Foundation Inventions, Foundation's Other Intellectual Property, and the Research Results. Foundation will jointly own, together with Sponsor, all Joint Inventions.
2. Invention Disclosures. Foundation will notify Sponsor in writing within thirty (30) days of receipt by its technology transfer or equivalent office of an Invention disclosure covering a Foundation Invention or Joint Invention. All Invention disclosures exchanged under this Agreement will be kept confidential by the Parties.
3. Foundation Inventions. Foundation will control and bear the expense of the preparation, filing, prosecution, and maintenance of all United States and foreign patent applications claiming Foundation Inventions.
4. Joint Inventions. Foundation will cooperate with and assist Sponsor in the prosecution and maintenance of patent applications and patents claiming Joint Inventions, as set forth in section 8(b)(4).
5. Third Party Rights. Foundation will disclose to Sponsor any third party rights, known to Foundation's official signing this Agreement, including federal, private, or individual claims that impact the ownership of IP arising from or used as background for performance of the Project under this Agreement.
6. Non-Exclusive Licenses. Foundation is granted by Sponsor, and grants to Sponsor, the non-exclusive licenses as set forth in section 8(b)(7).
7. Option for Exclusive Commercial License. Foundation grants to Sponsor the exclusive option to negotiate an exclusive commercial license set forth in section 8(b)(8). Sponsor and Foundation will work cooperatively to negotiate and execute an exclusive commercial license during the Option Period.
8. No other licenses. Except as expressly set forth herein, Foundation grants no other licenses under this Agreement.

## **9. Warranties**

FOUNDATION MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OR PERFORMANCE OF THE RESEARCH, RESEARCH RESULTS, DELIVERABLES, WORK PRODUCT, OR ANY INVENTIONS, INTELLECTUAL PROPERTY, PRODUCTS OR SERVICES, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, REDUCED TO PRACTICE, OR DEVELOPED UNDER THIS RESEARCH AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THE RESEARCH, RESEARCH RESULTS, DELIVERABLES, WORK PRODUCT, INVENTIONS, INTELLECTUAL PROPERTY, PRODUCT OR SERVICE. FOUNDATION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES SUFFERED BY THE SPONSOR OR ANY OTHER PARTIES RESULTING FROM THE USE OR MISUSE OF THE RESEARCH, RESEARCH RESULTS, DELIVERABLES, WORK PRODUCT, INVENTIONS, INTELLECTUAL PROPERTY, OR ANY PRODUCT OR SERVICE DERIVED THEREFROM.

## **10. Export Controls**

This Agreement is subject to all applicable government export and import laws and regulations. The Parties agree to comply and reasonably assist the other Party, upon request by that Party, in complying with all applicable government export and import laws and regulations. The Parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any information of any value to any nation, individual, or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other United States government agency without first obtaining the appropriate license.

Sponsor confirms that any information it discloses does not contain export controlled technology or technical data identified on any US export control list, including but not limited to the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Sponsor intends to provide Foundation Principal Investigator with export controlled information, Sponsor will inform Foundation's Export Control representative, as identified in Exhibit C, in writing thirty (30) days prior to the release of export controlled technology or technical data. Sponsor agrees not to provide any export controlled information to Foundation's Principal Investigator, or others at Foundation without the written agreement of Foundation's Export Control representative identified in Exhibit C.

## **11. Indemnification**

Sponsor will indemnify, defend and hold harmless Foundation, its officers, agents, students and employees (the "Indemnified Parties") against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) incurred by or imposed upon the Indemnified Parties or any one of them in connection with any third party claims, suits, actions, demands, or judgments arising out of (i) use or misuse of the Research Results, Project Reports, technology or Intellectual Property provided to Sponsor in connection with this Agreement, included under section 8 herein, or (ii) arising out of any other activities to be carried out by or on behalf of Sponsor pursuant to this Agreement, except to the extent that the actions or claims are based upon the Foundation's gross negligence or willful misconduct.



## **12. Insurance**

Foundation will, at its own expense, maintain insurance of the types and in the amounts specified below.

- a) Workers' Compensation (including occupational disease) and Employer's Liability: Statutory New York State Limits. Employers' Liability minimum limit of \$1,000,000;
- b) Disability Benefit Insurance as mandated by State law;
- c) Commercial General Liability: Bodily injury, Personal Injury, and Property Damage with minimum limit of \$2,000,000 per occurrence and \$5,000,000 aggregate. Limit may be provided through a combination of primary and umbrella/excess liability policies;
- d) Auto Liability (if applicable): \$2,000,000 combined single limit Bodily Injury/Property Damage per each accident (including owned, hired, leased and non-owned autos);

This insurance will be written by a company licensed to do business in New York State with a minimum A.M. best rating of A-IX. Sponsor waives all rights of subrogation to the extent damages are covered by the above described policies.

## **13. Dispute Resolution**

Sponsor and Foundation will attempt to resolve any dispute as follows:

- a) In good faith by direct, confidential and informal negotiations.
- b) If the Parties are unable to resolve the dispute informally, they may consent to mediation upon mutual agreement.
- c) Notwithstanding the above, either Party may pursue litigation in any court of competent jurisdiction in the State of New York.

## **14. Assignment**

Neither Party may assign or otherwise transfer this Agreement and the rights acquired hereunder without the prior written consent of the other Party; this consent will not be unreasonably withheld. Any assignment or transfer will be void unless the assignee agrees in writing to be bound by the terms and conditions of this Agreement.

## **15. Notices**

All notices, demands, and other communications hereunder, with the exception of technical information, will be sent by: i) U.S. First Class Mail, return receipt requested, ii) registered or certified mail, return receipt requested, or iii) by overnight or international delivery via the U.S. Postal Service or a commercial carrier with delivery tracking. Said notices will be delivered to the appropriate financial, administrative and/or technical party as identified in Exhibit C, unless notice of change of name or address is provided in writing.

Any notices, demands, and other communications delivered personally will be deemed to have been received at the time of its confirmed delivery. Any notices demands, and other communications mailed will be deemed to have been received on the date set forth in the delivery notice or return receipt. At the time of mailing the official notice, the sending Party will provide a courtesy copy of the notice to the receiving Party by email.

**16. Status of Parties**

The relationship of the Parties will be that of principal and independent contractor and not of an employer-employee relationship.

This Agreement will not be construed to contain any authority, either express or implied, enabling Foundation to incur any expense or perform any act on behalf of Sponsor without express written consent.

**17 Binding Effect**

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns.

**18. Governing Law**

This Agreement will be construed, governed, interpreted and applied in accordance with the laws of the State of New York, without regard to conflict of law provisions, and will be deemed to have been executed in the state of New York. Any litigation will be brought to an appropriate court within the State of New York.

**19. Modifications**

This Agreement may not be changed, amended, modified or extended unless in writing and duly signed by the Parties hereto.

**20. Severability**

In the event any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability will not affect the validity or enforceability of the remaining provisions hereof.

**21. No Waiver**

No waiver by either Party hereto of any breach or default of any of the covenants or agreements herein set forth will be deemed a waiver as to any subsequent or similar breach or default.

**22. Headings**

The headings of the articles and sections are inserted for convenience of reference only and are not intended to influence the interpretation of this Agreement.

**23. Use of Name**

The Parties agree not to use the name and any trademarks, logos or symbols of the other Party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other Party. However, this provision is not intended to restrict either Party from disclosing the existence and nature of this Agreement, or from including its existence in the routine reporting of the Party's activities.

#### **24. Publications**

The Foundation shall have the right to publish or otherwise disclose information gained in the course of the Project conducted under this Agreement. Foundation shall provide Sponsor with a copy of any proposed manuscript or oral presentation for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify Foundation within thirty (30) days of receipt of such material whether they contain Sponsor's Proprietary Information as described in Section 6. If Foundation does not receive a written response from Sponsor within thirty (30) days from date Foundation sent proposed manuscript or oral presentation, Foundation may proceed with publication and/or release of information as proposed. Sponsor may require an additional thirty (30) day delay in publication in order to coordinate the filing of any invention disclosures with Foundation. In no event shall this delay exceed a total of sixty (60) days without mutual written agreement by both Parties. Subject to its obligation not to disclose Sponsor's Proprietary Information, Foundation shall have the final authority to determine the scope and content of any publications.

#### **25. Compliance**

The Parties agree that in completing their obligations under this Agreement they will comply with all applicable laws and regulations.

#### **26. Survival**

In the event of termination of this Agreement for any reason, the following sections will survive termination: 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 29. Section 7 shall survive according to the terms set in Section 7b.

#### **27. Entire Agreement**

This Agreement represents the entire agreement and understanding of the Parties hereto. No prior writings, conversations, or representations of any nature will be deemed to vary the provisions of this Agreement.

#### **28. Counterparts and Electronic Signatures**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile, email, or other electronic transmission by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile, email, or other electronic means as if the original had been received, and the parties may execute the Agreement using electronic or digital signatures.

**29. Order of Precedence**

In the event of any inconsistency between clauses 1-29 of this Agreement, and the attached exhibits, the inconsistency should be resolved by giving precedence to clauses 1-29.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

**THE RESEARCH FOUNDATION FOR  
THE STATE UNIVERSITY OF NEW YORK**

**SPONSOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## Exhibit A – SCOPE OF WORK

1. Statement of Project Objectives:
2. Project Start Date:
3. Project Completion Date:
4. Location where the work will be performed:
5. Scope of Research to be Conducted by SBU PI:
6. Sponsor Background Intellectual Property (if known):
7. SBU Background Intellectual Property (if any):
8. Milestones and Schedule:

Milestone	Due Date

9. Project Reports and Deliverables.

The following written project reports and/or deliverables will be submitted to Sponsor during the Project:

**Disclaimer: This Scope of Work is a research project. The performance objectives provided above are merely targets and not a promise to provide deliverables that can perform at the specifications provided above.**

## Exhibit B - BUDGET

1. The Budget for the Project will be as set forth below:




### Exhibit C – PROJECT CONTACTS

FOUNDATION	SPONSOR
<p><b><i>Administrative Contact</i></b>  Name:  Address:       W5510 Melville Library, Stony Brook, NY 11794-3362   Telephone:  Fax:     631-632-6963  Email: osp_contracts@stonybrook.edu</p>	<p><b><i>Administrative Contact</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>
<p><b><i>Principal Investigator</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>	<p><b><i>Technical Contact</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>
<p><b><i>Financial Contact</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>	<p><b><i>Financial Contact</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>
<p><b><i>Authorized Official</i></b>  Name:  Address:       W5510 Melville Library, Stony Brook, NY 11794-3362   Telephone:  Fax:     631-632-6963  Email:</p>	<p><b><i>Authorized Official</i></b>  Name:  Address:   Telephone:  Fax:  Email:</p>
<p><b><i>Export Control</i></b>  Name: Susan Gasparo  Address:       W5530 Melville Library, Stony Brook, NY 11794   Telephone:     631-632-1954  Fax:</p>	

Email: susan.gasparo@stonybrook.edu	
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