

RESEARCH AGREEMENT

THIS AGREEMENT, by and between Sponsor, having as its principal Address, _____, (hereinafter referred to as "SPONSOR") and the University of Maryland Baltimore County, a constituent institution of the University System of Maryland, an agency and instrumentality of the State of Maryland (hereinafter referred to as the "UMBC").

WITNESSETH

WHEREAS, the research project contemplated by this Agreement is of mutual interest and benefit to UMBC and SPONSOR will enhance the educational and research mission of UMBC and may generate benefits for both SPONSOR and UMBC through the advancement of science and development of new technologies.

NOW THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable consideration set forth below, SPONSOR and the UMBC agree as follows:

1. STATEMENT OF WORK

UMBC agrees to furnish work to be done under this Agreement in accordance with its proposal and budget dated, xx-xx-xx, incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be effective _____ and continue through the _____ day of _____, 20____

3. KEY PERSONNEL

The following individual(s) are considered key personnel essential to the work under the contract. UMBC will notify SPONSOR of any changes in key personnel.

(Project Director and/or PI to be named here)

4. CONSIDERATION AND PAYMENT

(a) SPONSOR agrees to reimburse UMBC for costs associated with the work under this Agreement for an amount not to exceed \$_____.

(b) SPONSOR shall submit payment to UMBC as follows:

- 50% upon execution of this Agreement;
- 40% after six months;
- 10% upon submission of the final project report.

(c) Payment shall be sent to:

UMBC
Comptroller's Office
Grant Accounting
1000 Hilltop Circle
Baltimore, MD 21250

5. PERFORMANCE

The UMBC will provide its reasonable efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the scientific field and within the scope of the project.

6. REPORTS

The UMBC shall submit a final technical report within thirty (30) days from the project end date.

7. ASSIGNMENT OF RIGHTS

Any assignment or transfer of rights or obligations hereunder by either party shall be void unless approved in writing by the other party.

8. EQUIPMENT

Title to equipment purchased, acquired, or fabricated with funds under this Agreement will upon termination vest with UMBC.

9. INVENTIONS AND PATENTS

(a) All rights to any intellectual property developed by UMBC employees, or SPONSOR employees using UMBC facilities, as a direct result of the research contemplated by this Agreement, whether or not patentable, (hereinafter "Inventions") shall be owned solely by UMBC.

(b) UMBC shall promptly disclose Inventions to SPONSOR.

(c) UMBC grants to SPONSOR the first right to negotiate a license to make, use, and sell the Inventions.

(d) SPONSOR shall notify UMBC in writing of its desire to exercise its option within forty-five (45) days following receipt by SPONSOR of a complete written description of an Invention.

(e) In the event SPONSOR elects to exercise its option, the parties shall negotiate the terms of a license in good faith. The license shall contain terms usual and customary for state university license agreements of similar nature.

10. CONFIDENTIAL INFORMATION

(a) UMBC will maintain in confidence any confidential information owned by SPONSOR, which UMBC has accepted during the course of the Agreement for a period of five (5) years from the date of receipt of the confidential information.

- (b) Where UMBC does accept SPONSOR's confidential information (as evidenced by receipt thereof without objection within 30 days), it agrees to exercise reasonable efforts:
- i. not to publish or otherwise reveal said confidential information to third parties without the permission of SPONSOR;
 - ii. not to disclose the confidential information to persons not having a "need to know";
 - iii. to use the confidential information only in fulfillment of its obligations hereunder.
- (c) SPONSOR's confidential information must be marked or designated in writing on its face as proprietary or confidential.
- (d) UMBC retains the right to refuse to accept any such confidential information which it does not consider to be essential to performance of research pursuant to this Agreement, or which it believes to be improperly designated.
- (e) "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and developments, research reports, market studies and plans, confidential business information or the like, but shall not include information which: (1) is in the knowledge or possession of UMBC at the time of disclosure by SPONSOR to UMBC and proof thereof is evidenced by a written record; (2) is now or hereafter becomes public knowledge without breach of confidence by UMBC; (3) is subsequently received without binder of secrecy by UMBC from a third party, not owing obligations of secrecy to SPONSOR; and (4) is reduced to writing and marked "confidential".
- (f) UMBC will not sell, use, and disclose in graduate thesis or dissertations, publish or make copies of the confidential information or disclose the confidential information to any other person or company without the prior written approval of SPONSOR.

11. TERMINATION

Either party may terminate the performance of the work under this Agreement with ninety (90) day advance written notice. If SPONSOR determines that termination is in its best interest, SPONSOR will pay all reasonable costs, including non-cancelable commitments, associated with termination of this Agreement incurred by UMBC up to the date of termination.

12. LIABILITY

UMBC its officers, agents, and employees shall not be liable for any injury, damage, or loss to persons or property caused by the negligence of SPONSOR, its officers, agents, and employees which may arise in the performance of this

Agreement. Sponsor shall upon request provide evidence of insurability coverage for comprehensive liability and property damage including endorsement and inclusion of UMBC as an additional insured.

13. INDEPENDENT SPONSOR

SPONSOR contracts for the services of UMBC as an independent contractor and not as an employee.

14. PUBLICITY

- (a) Both UMBC and the Sponsor shall have the discretion and individual right to release information or to publish any materials resulting from this Agreement. UMBC shall furnish the Sponsor with a copy of any proposed publication thirty (30) days in advance of the proposed submission date. The Sponsor may request UMBC to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation.
- (b) UMBC shall give SPONSOR the option of receiving any acknowledgment in such publication for sponsorship of the Research

15. NOTICES

Any required notices to be given under this agreement shall be made to the following representatives of the parties by first class mail or fax:

- (a) Technical Matters

UMBC	SPONSOR
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- (b) Administrative Matters

UMBC	SPONSOR
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16. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maryland.

17. SEVERABILITY

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

18. ENTIRE AGREEMENT

This Agreement represents the entire Agreement of UMBC and SPONSOR, and can only be modified by written agreement duly executed by both parties.

FOR SPONSOR

By:

Name

Title:

Date:

FOR UMBC

By:

Name:

Title:

Date:

Revised June 25, 2001