

MASTER RESEARCH AGREEMENT

THIS AGREEMENT effective this ____ day of _____, 20__ by and between _____, a corporation having a place of business at _____ (hereinafter referred to as "Sponsor"), and The University of Akron, a State of Ohio higher educational institution (hereinafter referred to as "University"), Office of Research Administration, 302 Buchtel Common, Akron, OH 44325-2102.

WITNESSETH

WHEREAS, the research contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, education institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1. "Project" shall mean a set of research activities to which the parties have mutually agreed in writing, and which may be attached from time-to-time and described in Appendix A hereto, to be conducted under the direction of Principal Investigator(s) identified therein.
- 1.2. "Contract Period" for each Project is the term set forth in Appendix A for that Project.
- 1.3. "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries that are conceived and/or made by one or more employees of University in performance of a Project. It is understood and agreed by the parties that any person who is a University employee, faculty member or student as defined in 3345.14 O.R.C. shall be considered to be a University employee herein.
- 1.4. "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made jointly by one or more employees of University and by one or more employees of Sponsor in performance of a Project.

Article 2 - Research Work

- 2.1 University shall commence the performance of each Project promptly after the effective date of such Project as set forth in Appendix A, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.

- 2.2 In the event that the Principal Investigator(s) becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.
- 2.3 Except to the extent necessary to perform the Projects hereunder, University is granted no rights in Sponsor's intellectual property.

Article 3 - Reports and Conference

- 3.1. Written Project reports shall be provided by University to Sponsor every _____ months during the course of each Project, and a final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period for that Project, or early termination of this Agreement.
- 3.2. During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Projects to be performed hereunder.

Article 4 - Costs, Billings, and Other Support

- 4.1 It is agreed and understood by the parties hereto that, subject to Article 2, total costs to Sponsor for each Project hereunder shall not exceed the amount set forth in Appendix A with respect to that Project. Payment shall be made by Sponsor according to the payment schedule set forth in Appendix A. It is agreed and understood that this is a fixed price contract.
- 4.2. Sponsor shall loan/donate to the University such equipment as may be set forth in Appendix A under the conditions set forth therein. University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement unless otherwise specifically agreed to otherwise by the parties.
- 4.3. Anything herein to the contrary notwithstanding, in the event of early termination of this Agreement by Sponsor pursuant to Article 9 hereof, Sponsor shall pay all costs accrued by University as of the date of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or post-doctoral associate appointments called for in Appendix A, incurred prior to the effective date of termination. After termination, any obligation of Sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination.

Article 5 - Publicity

- 5.1. Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor, except that University shall make available, upon request, the title and description of a research project, the name of the researcher, and the amount and source of funding provided for such project, pursuant to the applicable Project terms.

Article 6 – Publications

- 6.1. Sponsor recognizes that under University policy, the results of Projects must be publishable and agrees that Researchers engaged in each Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of the Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have thirty days after receipt of said copies to object to such proposed presentation or proposed publication because it contains Sponsor's proprietary and confidential information or patentable subject matter that needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall redact the proprietary and confidential information and will refrain from making such publication or presentation for a maximum of two months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Intellectual Property

- 7.1 All rights and title to University Intellectual Property under Project shall belong to University, Joint Intellectual Property shall belong jointly to University and Sponsor, and both University and Joint Intellectual Property shall be subject to the terms and conditions of this Agreement.
- 7.2 Rights to inventions, improvements and/or discoveries, whether or not patentable or copyrightable, relating to Project made solely by employees of Sponsor without the use of University facilities or funding, shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.
- 7.3 University will promptly notify Sponsor of any University and Joint Intellectual Property conceived and/or made during the Contract Period under Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file and prosecute such U.S. and foreign application in University's name if for University Intellectual Property, and in both University's and Sponsor's names if for Joint Intellectual Property. Sponsor shall bear the costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to such Intellectual Property. Sponsor and University shall cooperate to assure that such application(s) will cover, to the best of both parties knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Sponsor shall be given the opportunity to review and provide input thereto. At Sponsor's request, University shall keep Sponsor advised as to developments with respect to such application(s) and shall use best efforts to supply to Sponsor copies of papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.
- 7.4 If Sponsor elects not to seek protection pursuant to Article 7.3, or decides to discontinue the financial support of the prosecution or maintenance of the protection, or elects not to exercise its option pursuant to Article 8, and thereby forego its rights thereto, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any

protection issuing thereon in the U.S. and in any foreign country at University's sole expense and for its own purposes.

Article 8 - Grant of Rights

- 8.1 With respect to University and Joint Intellectual Property for which Sponsor seeks protection pursuant to Article 7.3, and subject to Article 7.4, University grants Sponsor a choice of options under such University and Joint Intellectual Property in connection with products and services in the Field of Use identified in Appendix A. Options include:
- a) a royalty-free, non-exclusive license for the life of the applicable Intellectual Property, with a free six-month option to negotiate an exclusive license;
 - b) an exclusive license on terms and conditions to which the parties mutually agree, and
 - c) a three-year, royalty-free exclusive license, without right to sublicense, along with a right to negotiate continuing exclusivity, provided Sponsor shall reimburse all patent costs, including attorneys fees, as incurred in connection with University and Joint Intellectual Property.

The options may be exercised at any time during the six (6) months following the date of disclosure of such Intellectual Property to Sponsor.

Article 9 - Term and Termination

- 9.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Project, or if multiple Projects, until ninety (90) days after the last to expire, unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions that the parties reduce to writing and sign. Either party may terminate this Agreement upon ninety (90) days written notice to the other.
- 9.2 In the event that a party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of any notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies that it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.
- 9.3 Termination of this Agreement by a party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall release the parties hereto from their rights and obligations under the License, nor under Articles 4, 5, 6, 7, and 10 herein. Notwithstanding the foregoing, Sponsor's rights under Article 8 shall terminate upon early termination of this Agreement at Sponsor's request or as a result of Sponsor's unremedied default or breach of this Agreement.

Article 10 - Independent Contractor

In the performance of all services hereunder:

- 10.1 The parties shall be deemed to be and shall be independent contractors and, as such, the employees of a party shall not be entitled to any benefits applicable to employees of the other;
- 10.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of other.

Article 11 - Insurance

- 11.1 University and Sponsor represent that each has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by it, and each has no liability insurance policy as such that can extend protection to any other person.
- 11.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof.

Article 12 - Governing Law

- 12.1 This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

Article 13 - Assignment

- 13.1 This Agreement is assignable to any majority stockholder of Sponsor and/or any subsidiary of Sponsor in which Sponsor is a majority stockholder.
- 13.2 Other than as set forth in Article 13.1, this Agreement shall not be assigned by either party, or by an assignee of either party pursuant to Article 13.1, without the prior written consent of the parties hereto.

Article 14 - Agreement Modifications

- 14.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 15 - Notices

- 15.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, communication or payment at the address given below or such other address as may hereafter be designated by notice in writing:

If to Sponsor:

If to University: Office of Research Administration
302 Buchtel Common
Akron OH 44325-2102
And

If Technical Matter: Principal Investigator
Detailed in Appendix A

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

(SPONSOR)

By: _____

Name: _____

Title: _____

Date: _____

THE UNIVERSITY OF AKRON

By: _____

Name: _____

Title: _____

Date: _____

Appendix A
 To Master Research Agreement effective _____,
 between
 The University of Akron and
 Sponsor

Project Title:

Field of Use:

Project Period:

Total Project Cost:

Project Deliverables: See attached scope of work and budget.

Payment Terms: Fixed Price

Payment Schedule:

Payment to University:

Checks to:

Office of Research Administration
 302 Buchtel Common
 Akron, OH 44325-2102

ACH Payment to:

Bank Routing No: 044000037
 Account No: 100204036

Wire Transfer to:

Bank Routing No: 021000021
 SWIFT #: CHASUS33

Technical Contacts

Sponsor Technical Representative:	University Principle Investigator:
Name:	Name
Phone:	Phone:
Fax:	Fax:
Email:	Email:

SPONSOR

By:

 [Name] Date

THE UNIVERSITY OF AKRON

By:

 Principal Investigator Date

Recommended By:

 Dean Date

 Office of Research Administration Date