

D R A F T
Date

RESEARCH AGREEMENT _____

between

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Research Agreement ("Agreement") is entered into this _____ day of _____, 20____ ("Effective Date"), by and between _____, a corporation with its place of business at _____ ("**Sponsor**") and **The Regents of the University of California**, a public educational institution, on behalf of its Davis campus ("**University**"), hereinafter the "Parties."

1. **Scope of Work / Budget.** University researchers shall use their reasonable efforts to perform the research tasks in accordance with University's proposal entitled "
_____", hereafter referred to as "the Project." University's proposal is attached and incorporated herein as **Exhibit A**.
2. **Principal Investigator.** The performance of work and technical report preparation shall be under the direction of _____, Principal Investigator, and shall be in accordance with applicable University policies.
3. **Period of Performance.** The work under this Agreement shall be performed during the _____ period beginning with the date of _____, unless otherwise changed in accordance with the "**Termination**" or "**Modifications and Amendments**" Articles of this Agreement.
4. **Reports.** Sponsor shall treat all reports submitted by the University under this Agreement as confidential.
 - A. **Interim Technical Reports** shall be submitted by University to Sponsor. Except for the terminal six (6) month period, an Interim Technical Report shall be submitted within thirty (30) days following each six (6) month period hereunder. The Interim Technical Report shall identify scientific developments and describe any problems encountered in pursuit of the research objectives hereunder.

B. Final Technical Report covering the entire Period of Performance shall be submitted by University to Sponsor no later than sixty (60) days after the expiration date of this Agreement. The Final Technical Report shall address in detail the technical aspects of the research activities in pursuit of the objectives as identified in **Exhibit A**.

5. **Consideration.** (Note: The following assumes one-year Period of Performance. For multi-year projects, the payment schedule will be extended similarly to the subsequent years, so that in each year at least 50% of the total budget for that year is provided at the beginning of the year, with the rest to be received as shown below.)

A. For the performance of work hereunder, Sponsor shall pay University expenses, and the total costs hereunder shall not exceed _____ Dollars (\$_____), unless otherwise changed in accordance with **“Modifications and Amendments”** Article of this Agreement.

B. Upon execution of the Agreement, and no later than five (5) workdays following the execution of the Agreement, Sponsor shall provide an advance payment of \$_____, approximately 50% of the total allowable costs hereunder, to University to cover the estimated costs for the first six (6) months of the Project.

C. Upon receipt of University's Interim Technical Report, and no later than five (5) workdays following the receipt of such Interim Technical Report, Sponsor shall provide a payment of \$_____, approximately 40% of the total allowable costs hereunder.

D. Upon receipt of University's Final Technical Report, and no later than five (5) workdays following the receipt of such Final Technical Report, Sponsor shall provide the final payment of \$_____.

E. Sponsor's checks shall be made payable to "The Regents of the University of California" and mailed to:

Cashier's Office
University of California
PO Box 989062
West Sacramento, California 95798-9062

F. Time is of the essence with respect to the schedule of payment provided in this article. Not meeting the above payment schedule shall be construed as material breach on the part of the Sponsor, enabling University to terminate the Agreement immediately, in which case the Sponsor shall forfeit its rights under Article 8, "Patent Rights" of this Agreement.

6. **Rights in Data.** University shall have the right to copyright, disclose, disseminate and use, in whole or in part, any data and information received, collected, or developed under this Agreement, except as indicated in the following provision, **Confidentiality**. A copy of materials intended for disclosure by University shall be submitted to Sponsor not less than thirty (30) days prior to University's release for publication or other

dissemination, for the purpose of Sponsor's review for patentable subject matter and proprietary information. In the event Sponsor determines patentable subject matter is included in such data or information, Sponsor shall immediately notify University and publication or disclosure will be withheld (a) for a period not to exceed sixty (60) days to permit preparation and filing of appropriate patent application(s), or (b) until a patent application thereon has been prepared and filed, or (c) until University and Sponsor mutually agree in writing that no patent application(s) shall be prepared or filed, whichever of (a), (b) or (c) is earlier in time. In the event Sponsor determines within the thirty (30) day review period that University's proposed publication or other dissemination of information includes Sponsor Confidential Information and notifies University of this, University agrees to delete such Confidential Information before release of the material intended for publication or other dissemination. Sponsor will be acknowledged in University's publications unless Sponsor desires otherwise and so advises University in writing. Sponsor and University each agree not to use the name of the other Party or its employees in any advertisement, press release or publicity with reference to this Agreement or any product or service resulting from this Agreement, without prior written approval of the other Party.

7. Confidentiality. During the course of this Agreement, Sponsor may provide University researchers certain information, data or material in written or other tangible form which Sponsor regards as confidential or proprietary in nature. Such information, clearly marked "CONFIDENTIAL INFORMATION," which is disclosed by Sponsor to University employees during the Period of Performance of this Agreement and which is not in the public domain, known by the University, or independently developed by the University, shall be considered by University as confidential in nature. University agrees to use its reasonable efforts to prevent disclosure to third parties of such confidential or proprietary information in the absence of any written consent by Sponsor of such disclosure. University shall, however, not be held liable for inadvertent disclosure of such confidential material provided University has exercised reasonable care and adequate security aimed at maintaining the confidentiality of the information. Upon expiration or early termination of this Agreement, University shall, at the sole discretion of Sponsor, destroy or otherwise dispose of the Sponsor's Confidential Information and/or Proprietary Material.

8. Patent Rights.

A. All rights to inventions or discoveries generated in the performance of the research conducted under this Agreement shall belong to University and shall be disposed of in accordance with University policy. To the extent the University has the legal right to do so and to the extent Sponsor meets all of its payment obligations detailed in Article 5, University shall offer to Sponsor, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate an exclusive, royalty-bearing license to make, use, and sell any patentable inventions conceived and first actually reduced to practice in the performance of the research under this Agreement.

B. University shall promptly and confidentially disclose to Sponsor any inventions generated in the performance of this Agreement. Sponsor shall hold such disclosure on a confidential basis and not disclose the information to any third

party without consent of the University. Sponsor shall advise University in writing within sixty (60) days following University's disclosure to Sponsor whether or not it wishes to secure a commercial license. Sponsor shall assume all costs associated with filing and maintaining patent protection for such invention(s) in those countries requested by Sponsor, whether or not Letters Patent issue. Sponsor shall have ninety (90) days from the date of election to conclude a license agreement with University. Said license shall contain reasonable terms, shall require diligent performance by Sponsor for the timely commercial development and early marketing of such inventions, and shall include Sponsor's continuing obligation to pay patent costs. If such agreement is not concluded in said period, University has no further obligations to Sponsor. If Sponsor fails to elect to negotiate such license, right to the inventions disclosed hereunder shall be disposed of in accordance with University policies, with no further obligation to Sponsor.

C. Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise any rights under any patents, patent applications or other proprietary interests, whether dominant or subordinate, of any other invention, discovery or improvement of either party, other than the specific patent rights covering inventions arising under this Agreement.

D. Notwithstanding any other provision of this Agreement, the right of publication on the part of University personnel shall not be affected by any license to any patentable or non-patentable inventions or discoveries.

9. Supplies and Equipment. In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment shall vest in University.

10. Applicable Law. The validity and interpretation of this Agreement and legal relations of the parties to it shall be governed by the laws of the State of California, applicable to the agreements entered into, and to be fully performed in, the State of California, without regard to its conflicts of the laws provisions.

11. Independent Contractor. Nothing in this Agreement shall be construed to create a relationship of an employer/employee between the parties hereto, and University and Principal Investigator shall be deemed to be at all times independent contractors.

12. Excusable Delays. In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of University, University shall be excused from performance hereunder for the period or periods of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above. In the event of any such delay, this Agreement may be revised by changing the maximum amount, performance period, and other provisions, as appropriate, by mutual agreement of the Parties, in accordance with Article 16 herein.

13. Indemnification.

- A.** University agrees to defend, indemnify and hold Sponsor, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University.

- B.** Sponsor agrees to defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor.

14. Communications.

- A.** All communications regarding the technical aspects of the research and programmatic aspects of this Agreement shall be between Sponsor's _____ and University's _____.

- B.** Communications and correspondence regarding the fiscal and administrative aspects of this Agreement shall be between the Parties' designated officials:

Sponsor:

Telephone: _____

University:

Ahmad Hakim-Elahi, Ph.D., J.D.
Executive Director, Research Administration
Office of Research - Sponsored Programs
1850 Research Park Drive, suite 300
University of California, Davis
Davis, California 95618
Telephone: 530-754-7687

- 15. Termination.** This Agreement may be terminated by either Party at any time upon the giving of thirty (30) days prior written notice to the other Party. Upon the giving of notice of termination by either Party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. Sponsor shall reimburse University

for all allowable costs incurred by it for the research project, including without limitation all uncancellable obligations. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse Sponsor for funds which may have been advanced in excess of total costs incurred.

16. Modifications and Amendments. No modification or amendment of this Agreement shall be valid unless made by an instrument in writing signed by University and Sponsor. No such modification or amendment shall be construed to alter or amend any other provision of this Agreement unless expressly so stated in such written instrument. No waiver of any provision of this Agreement and no consent to departure therefrom, by either Party, shall be effective unless in writing and signed by both Parties hereto.

17. Entire Agreement. The terms and conditions contained herein and in the following attachment constitute the entire Agreement between Sponsor and **The Regents of the University of California:**

Exhibit A As defined in Article 1, "Scope of Work / Budget"

This Agreement including the above listed attachments supersedes any and all proposals, prior or contemporaneous agreements oral or written, and other communications between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

<hr/>	The Regents of The University of California, Davis ("University")
("Sponsor")	
By: _____	By: _____
Name: _____	Ahmad Hakim-Elahi, Ph.D., J.D.
Title: _____	Executive Director, Research Administration
Date: _____	Date: _____