

## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement is entered into as of \_\_\_\_\_, 20\_\_, (the “Effective Date”) between Rensselaer Polytechnic Institute, 110 Eighth Street, Troy, New York, 12180 (“Rensselaer”) and \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_, “Company”.

WHEREAS, Rensselaer, through its \_\_\_\_\_, has valuable experience, skill, and ability in \_\_\_\_\_.

WHEREAS, Company desires to have Rensselaer undertake a Research Project in accordance with the scope of work described in Exhibit “A”.

NOW, THEREFORE in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

### 1 DEFINITIONS

1.1 “Intellectual Property” means all patentable inventions conceived or reduced to practice in the conduct of a Research Project during the term of this Agreement, including all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to subject matter specifically described in such applications, and are dominated by the claims of the existing patent application(s)), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Intellectual Property also includes all trademarks, copyrights and copyrightable material, including copyrightable software, created in the conduct of a Research Project.

1.2 “Research Project” means the research program described in Exhibit “A” of this Agreement.

1.3 “Research Results” means all data and information which are generated in the performance of the Research Project during the term of this Agreement. Research Results expressly excludes Intellectual Property.

### 2 SERVICES

2.1 Rensselaer shall use reasonable efforts to perform the Research Project. Rensselaer makes no warranties or representations with respect to its ability to accomplish the work. The parties may agree, in writing, to make changes in, additions to, or deletions from, the Research Project and each such change, addition or deletion shall be subject to mutual agreement between the parties as to its effect on Rensselaer’s compensation and time of performance.

2.2 The following individual(s) is identified as the Principal Investigator(s) (PI): \_\_\_\_\_ . If for any reason \_\_\_\_\_ withdraws or is otherwise unable to serve as Principal Investigator, Rensselaer and Company shall endeavor to agree upon a

successor. If the parties are unable to agree upon a successor, this Agreement shall be terminated as provided for in this Agreement.

### 3. TERM

3.1 This Agreement is effective for the period <start date> through <end date> and may be extended only by written agreement of the parties.

### 4. COMPENSATION

4.1 Rensselaer shall be paid for the Research Project in an amount not to exceed the sum of \$\_\_\_\_\_ in accordance with the schedule set forth in Exhibit "B" Each payment will be preceded by an invoice from Rensselaer. If not otherwise specified, payment terms are net thirty (30) days from the date of the invoice. Company shall pay a late charge equal to one and one-half percent (1.5%) per month on any overdue amount.

Payment can be submitted electronically either as an ACH transfer or Fedwire, or by check as below:

Electronic remittances routing information:

Bank of America

**ACH** ABA#: 021000322 or **Fedwire** ABA#: 026009593

Account #: 9429402206

Re: [Rensselaer Invoice Number]

Check remittances should be made to:

Rensselaer Polytechnic Institute

Research Administration and Finance

110 8<sup>th</sup> Street, West Hall, 3<sup>rd</sup> Floor, Rm. 311

Troy, New York 12180-3590

Re: [Rensselaer Invoice Number]

4.2 Rensselaer may be required to purchase equipment or the components thereof for its own use in connection with the Research Project. Title to any such equipment purchased or manufactured in the performance of the work funded in connection with this Agreement shall vest in Rensselaer.

### 5. RESEARCH RESULTS

5.1 Subject to Article 7 (Confidentiality), Company shall have the right to use Research Results disclosed to Company in records and reports for any reasonable purpose. Company shall need to obtain a license to use Research Results from Rensselaer if such use would infringe any copyright or any claim of a patent application or issued patent owned by Rensselaer.

5.2 Rensselaer hereby grant Company a royalty-free, nontransferable, non-exclusive right to copy, reproduce and distribute any research reports furnished to Company under this Agreement. Company may not charge fees for said research reports, use said research reports for advertising or promotional activities, or alter or modify said research reports without the prior written permission of Rensselaer.

## 6. INTELLECTUAL PROPERTY

6.1 Rensselaer shall retain all right, title and interest in and to all Intellectual Property conceived or reduced to practice in the conduct of the Research Project during the term of this Agreement by Rensselaer personnel (“Rensselaer Intellectual Property”). Conversely, Company also retains all right title and interest in and to all Intellectual Property conceived or reduced to practice in the conduct of the Research Project during the term of this Agreement by Company personnel (“Company Intellectual Property”). The right, title and interest in any Intellectual Property jointly conceived or reduced to practice in the conduct of the Research Project during the term of this Agreement by Rensselaer and Company personnel (“Joint Intellectual Property”) shall be retained jointly by Rensselaer and Company and such joint ownership shall be determined in accordance with appropriate U.S. laws. The parties shall not invoke Section 102(b) or (c) of the U.S. Patent Act (35 U.S.C. § 102(b), (c)) to overcome a rejection of any claimed intellectual property unless that intellectual property is jointly made by the parties.

6.2 Company shall be notified of any Rensselaer Intellectual Property or Joint Property promptly after a disclosure is received by Rensselaer’s Office of Technology Commercialization. Company shall retain all invention disclosures submitted to Company by Rensselaer in confidence and use its best efforts to prevent their disclosure to third parties.

6.3 If and to the extent that Rensselaer is legally able to do so, Rensselaer hereby grants Company an option to acquire a license as to Rensselaer Intellectual Property or its interests in Joint Intellectual Property on commercially reasonable terms and conditions, to be negotiated in good faith and mutually agreed upon. This option shall extend until sixty (60) days following notification of disclosure of Rensselaer Intellectual Property or Joint Intellectual Property in accordance with Section 6.2 hereof. Company may exercise this option in the following manner by so informing Rensselaer in writing of the exercise and by identifying in writing the product(s) or process(es) in the area of Rensselaer Intellectual Property or Joint Intellectual Property for which a license is sought; and by providing to Rensselaer a written statement of its intention and ability to develop such product(s) or process(es) for public use as soon as practicable, consistent with sound and reasonable business practices and judgment. Following exercise of this option, the parties shall have a period of sixty (60) days within which to negotiate a potential license and upon the expiration of such sixty (60) day period without final agreement on terms and conditions of a license, this option and all rights to negotiate for a license shall terminate and be of no further effect.

## 7. CONFIDENTIALITY

7.1 For purpose of this Agreement, “Disclosing Party” means the party furnishing Confidential Information and “Receiving Party” means the party receiving Confidential Information. For the purpose of this Agreement, “Confidential Information” includes, but is not limited to, all technical, corporate, financial, economic, legal or other information or knowledge generally concerning Rensselaer or any of its affiliates, Company or any of its affiliates, whether disclosed orally, or in the form of written material, computer data or programs, and including information respecting models, mechanisms, processes, photographs, intellectual property, know-how, trade secrets or otherwise, howsoever obtained, and whether obtained before or after the execution of this Agreement, and which is clearly and obviously identified in writing at the time of disclosure by an appropriate legend, marking, stamp or other positive written identification on the face of the document or item, or if oral, which is confirmed as confidential by a writing submitted by the party claiming confidentiality to the other party within ten (10) days of the disclosure except information that:

- a). is disclosed lawfully to the Receiving Party by a third party who has no obligation of confidentiality to Disclosing Party with respect to the disclosed information;
- b). is, or becomes, generally known to the public, other than by a breach by the Receiving Party of its obligations hereunder;
- c). is already known by the Receiving Party before disclosure by the Disclosing Party hereunder as can be proved by evidence of the Receiving Party, and which is not the subject of a previous confidentiality agreement between the parties;
- d). is developed by the Receiving Party independently of the disclosure by the Disclosing Party; or
- e). is required to be disclosed by a subpoena, Court Order or other law, regulation or ordinance.

7.2 For a period of two (2) years after the disclosure of any given item of Confidential Information, the Receiving Party shall maintain each such item of Confidential Information in strict confidence and shall not disclose that information, except to the extent necessary for the performance of the Research Project, to any third party, except with the prior written consent of Disclosing Party. The Receiving Party agrees that it shall inform its employees and students performing the Research Project of the confidential nature of such Confidential Information and shall use its best efforts to require that such employees and students maintain the confidentiality of such Confidential Information in accordance with the terms of this Agreement.

## 8. PUBLICATIONS AND PRESENTATIONS

8.1 Company recognizes that under academic policy, the results of a research project must be publishable and agrees that, persons associated with Rensselaer and engaged in research pertaining to the Research Project shall be permitted to present at symposia, national, or regional professional meetings and to publish journals, theses, or dissertations, or otherwise of their own choosing, methods and results of such matters; provided, however, that Company shall be furnished copies of any proposed publication at the earliest possible time in advance of submission, presentation and/or publication. Notwithstanding any anticipated presentation or publication date, Company shall have thirty (30) days after receipt of said copies to object to such proposed presentation or proposed publication, such objection resulting in a maximum delay in submission of an additional thirty (30) days to allow for redaction of Company Confidential Information, or for the filing of patent application(s) directed to patentable subject matter contained in the proposed publication or presentation.

8.2 Rensselaer shall furnish Company any interim or progress reports required by the Research Project at the dates agreed upon on Exhibit "A". Any final report required by the Research Project shall be prepared by Rensselaer and submitted within sixty (60) days of the expiration of the Agreement.

9. TERMINATION

9.1 This Agreement may be terminated by either party at any time upon the receipt of sixty (60) days' written notice to the other party. All costs associated with termination shall be allowable including non-cancelable commitments incurred by Rensselaer prior to termination and all time and expenses which have not been reimbursed to Rensselaer by Company. Any costs and commitments incurred in excess of funds provided will be invoiced to Company and will be payable within thirty (30) days.

10. NOTICES

10.1 Until otherwise advised, the representatives authorized to act and receive notices on behalf of Rensselaer and Company in connection with this Agreement shall be as set forth below. Any notices required to be given or which shall be given under this Agreement shall be in writing and shall be delivered by certified or registered first class mail (air mail if not domestic) or by commercial courier service, and shall be deemed to have been given or made as of the date received.

For Rensselaer;

Richard E. Scammell  
Director, Research Administration  
Office of Research Administration and Finance  
Rensselaer Polytechnic Institute  
110 8<sup>th</sup> Street  
Troy, New York 12180-3590  
(518) 276-6177

For Company

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11 PUBLICITY

11.1 Neither party shall use the name of the other in connection with any products, promotion, or advertising without the prior written permission of the other party.

12. WARRANTIES

12.1 RENSSELAER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE USE, ORIGINALITY OR ACCURACY OF THE RESEARCH RESULTS , ANY ITEM OF INTELLECTUAL PROPERTY OR ANY INVENTION OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROJECT, ANY RESEARCH RESULTS , ANY ITEM OF INTELLECTUAL PROPERTY , OR ANY INVENTION OR PRODUCT CREATED OR BASED, IN WHOLE OR IN PART, ON THE RESEARCH PROJECT OR ANY WORK OR RESEARCH PERFORMED UNDER THIS AGREEMENT.

13. INDEMNIFICATION

13.1 Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omissions of that party. Except as provided above, Company shall fully indemnify and hold harmless Rensselaer against all claims arising out of Company's use, commercialization, or distribution of information, materials or products which result in whole or in part from the research performed pursuant to this Agreement.

#### 14. EXPORT CONTROLS

14.1 It is understood that Rensselaer is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, the Export Administration Act of 1979 and regulations promulgated by the Office of Foreign Assets Control of the US Treasury Department). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Company that Company will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While Rensselaer agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, Rensselaer cannot guarantee that such licenses will be granted.

14.2 In the event that Company intends to disclose to Rensselaer any technical data, commodities, technology or other information which may be subject to the U.S. Export Administration Regulations (EAR), the U.S. International Traffic in Arms Regulations (ITAR), or any other similar regulations issued by U.S. Government agencies, Company will so inform Rensselaer in a writing, specifying the nature of the controls and any applicable export control classification number(s) or ITAR designations, prior to any such disclosure. Such writing shall be sent by Company to Rensselaer in accordance with Article 10 hereof. Company will not disclose to Rensselaer any technical data, commodities, technology or other information that is export-controlled without the express written permission of Rensselaer. Rensselaer shall have the right to refuse to receive export-controlled technical data, commodities, technology or information from Company. Rensselaer will have the right to terminate this Agreement on thirty (30) days prior written notice to Company if the disclosure of export-controlled technical data, commodities, technology or other information, under license or otherwise, would destroy Rensselaer's ability to invoke the fundamental research exemption with regard to the conduct or reporting of its research under this Agreement.

#### 15. MISCELLANEOUS

15.1 Rensselaer shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond Rensselaer's control, or by reason of any of the following occurrences: labor disturbances or disputes of any kind, accident, failure of any governmental approval required for full performance, civil disorder or commotion, act of aggression, flood, fire, earthquake, act of God, explosion, shortage or failure of utilities, mechanical breakdown, material shortage, disease, or other similar occurrence.

15.2 Neither party shall assign its rights or duties under this Agreement to another without the prior written consent of the other party; provided, however, that Company may assign this Agreement to a successor in ownership of all or substantially all its business assets who expressly assumes Company's obligations hereunder.

15.3 Rensselaer is an independent contractor and not an agent, joint venturer, or partner of Company. Neither party has any authority to assume or create any obligation on behalf of the other in relation to any third party.

15.4 The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders including those governing equal employment opportunity, nondiscrimination and affirmative action.

15.5 This Agreement and any schedules and attachments hereto contain the entire agreement between the parties.

15.6 This Agreement may be modified or changed only by a writing signed by both parties.

15.7 All payments specified by this Agreement shall be made in the City of Troy, State of New York, U.S.A. in United States currency. The U.S. currency payments hereunder shall be determined on the basis of the official rate of exchange as quoted in the Wall Street Journal on the date that such payment is first due.

15.8 If any formal acts of registration or recordation of this Agreement are required under the laws of any governmental authority, of which Company is subject, or if Company is required by any such law to take any other action as a result of this Agreement, Company agrees that it shall take all necessary steps to immediately undertake and fully comply with same and appropriately verified proof of registration, recordation and/or compliance shall be promptly furnished to Rensselaer.

15.9 This Agreement shall be interpreted and enforced pursuant to the laws of the State of New York without regard to its conflicts of law principles. The venue of any dispute, which cannot be amicably settled, shall be the State and federal courts located in Rensselaer or Albany County, and the parties consent to the exclusive jurisdiction of such courts in such event.

The parties have signed this Agreement and it is effective as of the date written above.

<Company>

**RENSELAER POLYTECHNIC INSTITUTE**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

Name: Richard Scammell

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

Title: Director, Research Administration & Finance

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

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