



University of North Texas
MASTER RESEARCH AGREEMENT

Agreement Number: _____ - _____

This Master Research Agreement is entered into this ____ day of _____ 20__, by and between the University of North Texas (hereinafter called "UNT"), and _____ with a principal place of business in _____ (hereinafter called "Sponsor"), collectively the Parties.

RECITALS

Whereas, Sponsor and UNT have numerous mutual research and development interests that are conducive both to the academic mission of UNT and Sponsor; and

Whereas, from time to time, these mutual interests may result in a desire for Sponsor to provide funding in support of various research programs in exchange for receiving certain rights in the research results.

NOW, THEREFORE, the parties agree as follows:

1. Field of Research

UNT will use all reasonable efforts to perform research projects as contemplated in task orders issued under this Master Research Agreement (hereinafter called "Research")

2. Task Orders

A Task Order will be issued by Sponsor upon their decision to fund a proposal submitted to them by UNT. The Task Order form outlined in Appendix A of this Master Research Agreement shall be used and shall include as attachments: (1) The final statement of work outlined in UNT's proposal; and, (2) A budget detailed by primary budget categories (Personnel, Equipment, Tuition, Subcontracts, Supplies, and Other) and a budget justification that ties the budget needs to the statement of work.

3. Period of Performance

The term of this Master Research Agreement is for three (3) years from last signature and will be subject to renewal only by mutual written agreement of the parties. Task orders issued under this Master Research Agreement will identify the period of performance for individual projects.

4. Payment of Costs

In consideration of UNT's performance hereunder, Sponsor will pay UNT the amount agreed upon in each individual task order. These task order amounts may not be exceeded by UNT without prior written authorization of Sponsor. Sponsor will make payment on a cost-reimbursement basis upon receipt of UNT invoice.

Payments shall be sent to:

5. Confidentiality

- A. In the performance of the Research, it may be necessary for one party to receive information that is proprietary and confidential to the disclosing party. All such information must be disclosed by the disclosing party in writing and designated as confidential or, if disclosed orally, must be identified as confidential at the time of disclosure and confirmed in writing and designated as confidential within thirty (30) days of such disclosure. Except as otherwise provided herein, for a period of five (5) years following the date of such disclosure, the receiving party agrees to use the confidential information only for purposes of this Agreement and further agrees that it will not disclose or publish such information except that the restrictions of article 5(a) do not apply to:
- (i) information which is or becomes publicly known through no fault of the receiving party;
 - (ii) information learned from a third party entitled to disclose it;
 - (iii) information already known to or developed by receiving party before receipt from disclosing party, as shown by receiving party's prior written records;
 - (iv) information for which receiving party obtains the disclosing party's prior written permission to publish or which is disclosed in the necessary course of the prosecution of patent applications based upon inventions developed pursuant to this Agreement;
 - (v) information required to be disclosed by court order or operation of law, including, but not limited to, the North Carolina Public Records Act; or
 - (vi) information that is independently developed by the receiving party's personnel who are not privy to the disclosing party's confidential information.
- B. In addition to the obligations of paragraph (a) above, the disclosing party must notify the receiving party in writing if any confidential information being disclosed is on the U.S. Munitions List (USML), the Commerce Control List (CCL) or is subject to the Export Administration Regulation (EAR) prior to disclosure of any such confidential information.
- C. The receiving party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of confidential information disclosed hereunder.

6. Reporting

UNT will deliver to Sponsor periodic a final report showing the results of the activity performed in accordance with the Research as outlined in the individual task orders delivered under this master agreement.

7. Inventions

- A. Any invention or discovery made or conceived in the performance of the Research (hereinafter called "Invention"), or any patent granted on such Invention is owned by UNT and/or Sponsor in accordance with the following criteria:
 - (i) Title to any Invention made or conceived solely by employees of UNT in the performance of the Research vests in UNT.
 - (ii) Title to any Invention made or conceived jointly by employees of both UNT and Sponsor in the performance of the Research (hereinafter called "Joint Invention") vests jointly in UNT and Sponsor.
 - (iii) Title to any Invention made or conceived solely by employees of Sponsor in the performance of the Research vests in Sponsor.
- B. UNT has the right to file and prosecute patent applications on any Invention to which UNT has sole title as set forth in article 7(a).
- C. Both parties must discuss and determine the countries in which they file patent application on each Joint Invention. Each party has the right to file at its cost such patent applications in the countries where the other party has indicated no interest in filing such patent applications. In such case the non-filing party must cooperate with the party filing patent applications, e.g., in the preparation of necessary documents for the filing, assignment and subsequent prosecution of such patent applications.

8. License

- A. In consideration for sponsoring the Project, the UNT shall grant to Sponsor a fully paid up, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use all results of the Research owned by UNT, either solely or jointly, exclusively for Sponsor's own internal, research and development purposes.
- B. Sponsor also has the first right to negotiate for a fee or royalty-bearing exclusive license or fee bearing option to any UNT and/or UNT's interest in Joint Intellectual Property, provided that Sponsor pays all costs for the preparation, filing, prosecution and maintenance of such Intellectual Property ("Negotiation Right"). Sponsor has 90 days following disclosure of an Intellectual Property by the UNT to exercise its Negotiation Right (the "Negotiation Period"). The Sponsor must submit a written notice to UNT, within the Negotiation Period, in order to exercise their Negotiation Right. If the Negotiation Period expires before UNT receives the Sponsor's written notice exercising the Negotiation Right or as provided below, the Sponsor shall have no further rights to the Intellectual Property.

- C. If Sponsor has not begun good faith, substantive negotiations with UNT for an option or license to such Intellectual Property within 90 days of the date of Sponsor's exercising its Negotiation Right in accordance paragraph 8(b), UNT may, in its sole and unfettered discretion, terminate Sponsor's Negotiation Right.
- D. Further, if Sponsor and UNT have not negotiated a mutually agreeable license agreement on or before twelve months from the disclosure of the Intellectual Property by the UNT, then UNT may, in its sole and unfettered discretion, terminate Sponsor's Negotiation Right. Sponsor is only obligated to pay expenses incurred and noncancelable obligations that have accrued up to the date that UNT terminates Sponsor's Negotiation Right.

9. Publications

UNT has the right to publish any of the results of the Research. UNT must furnish Sponsor with a copy of any proposed publication or public disclosure, at least 60 days in advance of the proposed publication date to allow for the protection of Sponsor's proprietary, confidential, or patentable information.

10. Termination

- A. Performance under this Agreement or any task order may be terminated by Sponsor at any time upon 60 days written notice to UNT. Upon receipt of notification, UNT must proceed in an orderly fashion to limit or terminate any outstanding commitments and/or to conclude the Research contemplated in affected task orders. UNT must be reimbursed by Sponsor for all costs and noncancelable commitments incurred in performance of the Research on affected task orders prior to receipt of termination notice.
- B. UNT may terminate performance on any task order if circumstances beyond its control preclude the continuation of the Research contemplated in any such task order. If UNT terminates, UNT must reimburse Sponsor all unexpended funds, except for those funds needed to pay for noncancelable commitments.

11. Use of Names

Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party.

12. Indemnification: Sponsor shall also release, indemnify, defend, and hold harmless UNT on demand for, from and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of Sponsor's use of UNT Facilities and Equipment, including but not limited to, claims relating to products liability, property damage, personal injury, negligence, or death.

12. Notices

Any notices required to be given or which may be given under this Agreement and any resulting task orders must be in writing and delivered by first-class mail or facsimile addressed to the parties as follows:

For Sponsor:

Facsimile: _____
e-mail: _____

For UNT:

Kristi Lemmon
Director of Sponsored Projects
Office of Sponsored Services
University of North Texas
1501 Chestnut St.
Hurley Administration Building, Suite 160
Denton, TX 76203-5250
Facsimile: 940-565-4277
e-mail: lemmon@unt.edu

13. Independent Parties

For purposes of this Agreement and all resulting task orders the parties are independent contractors and neither may be considered an agent or an employee of the other at any time or for any purpose. No joint venture, partnership or like relationship is created between the parties by this Agreement.

14. Assignment

This Agreement and all resulting task orders are binding upon and inure to the benefit of the parties and may be assigned only to the successors to substantially the entire business and assets of the respective parties. Any other assignment by either party without the prior written consent of the other party is void.

15. Governing Law

This Agreement shall be governed by the laws of the State of Texas.

16. Liability

Sponsor will indemnify and hold harmless UNT, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorneys' fees) arising out of injuries (including death) or property damage suffered by any person arising out of Sponsor's use or possession of the results or Inventions produced hereunder or as a result of Sponsor's negligence or willful misconduct in the performance of this Agreement and any resulting task orders.

17. Order of Precedence

If any provisions stated in this Agreement, resulting Sponsor purchase orders (contemplated on occasion as a functional aspect of Sponsor's accounting and procurement system), and/or any resulting task orders are in conflict, the order of precedence, beginning with the first to last, shall be (1) this Agreement, (2) any resulting task orders, and (3) the Sponsor purchase order. The parties understand and agreed that any purchase order or similar document issued by Sponsor

will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any of the terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms and conditions of this Agreement.

18. Entire Agreement

Unless otherwise specified herein, this Agreement embodies the entire understanding of the parties for this project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement or any resulting task orders including, without limitation, changes in the field of research, total estimated cost, and period of performance, are effective unless made in writing and signed by authorized representative of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first hereinabove written.

UNIVERSITY OF NORTH TEXAS

(sponsor)

By: _____

By: _____

Name: Andrew M. Harris

Name: _____

Title: Vice President for Finance
& Business Affairs

Title: _____

Date: _____

Date: _____

Master Research Agreement

Agreement #: _____ - _____

Individual Task Order

Task Order #: _____ - _____

Upon execution by the parties below, the Research Project specified herein shall be awarded and performed in accordance with the Master Research Agreement (“Master Agreement”) # _____ - _____ which is incorporated herein in its entirety and was executed by and between Sponsor and UNT. The project specifications shall include the following:

- 1. Project Title:
- 2. Principal Investigator at UNT:
- 3. Project Director at Sponsor:
- 4. Period of Performance:
- 5. Amount of Funding from Sponsor:
- 6. Invoicing Frequency:
 - i. Monthly
 - ii. Quarterly
 - iii. Other; specify:
- 7. Technical Reporting Requirements:
 - i. Quarterly;
 - ii. Semi-Annually;
 - iii. Annually;
 - iv. Final (90days post term)
- 8. Other terms:

Attachment (1): Statement of Work

Attachment (2): Budget

The authorized employees or agents of the parties hereto agree to the terms of this Task Order as indicated by their signatures below.

UNIVERSITY OF NORTH TEXAS _____

(sponsor)

By: _____

By: _____

Name: Andrew Harris

Name: _____

Title: Vice President for Finance
& Administration

Title: _____

Date: _____

Date: _____