**Research Agreement**

This Research Agreement (the “Agreement”) is effective on the date of the last authorized signature below (the "Effective Date"), between [insert name of sponsor] (“Sponsor”), with offices located at [insert address of sponsor], and the Arizona Board of Regents on behalf of the University of Arizona, an Arizona body corporate ("University"), with offices located at University Services Building Room 510, 888 N. Euclid Ave., Tucson, Arizona 85719.

The parties hereby agree as follows:

1. **Scope of Work and Payment**

1.1 Research Project. The University will use reasonable efforts to perform the research project as described on and in accordance with Exhibit A (the “Research Project”), in consideration for Sponsor making the payments as described on and in accordance with Exhibit B (the “Costs of Research”). Unless otherwise set forth on Exhibit B, payments will be due within 30 days of the date of the University’s invoice. The Research Project will be supervised by \_\_\_\_\_\_\_\_\_\_\_\_\_, employed by University (the “Principal Investigator”).

1.2 Reports. A final report setting forth the accomplishments and significant research findings will be prepared by the University and submitted to the Sponsor within sixty (60) days after the expiration of this Agreement.

1.3 Non-Exclusivity of Research. Both parties acknowledge and agree that each party may engage in other research that is similar to the Research Project, funded by public or private sources and conducted separately, and the other party has no rights or obligations with respect to such separate research.

1.4 Equipment and Supplies. Equipment and supplies purchased specifically to conduct the Research Project belong to University at the termination of this Agreement.

1. **Term and Termination**

2.1 Term. This Agreement begins on the Effective Date and will expire on \_\_\_\_\_\_\_\_\_, (the “Term”), unless sooner terminated in accordance with the provisions of this Section 2.

2.2 Termination for Convenience. Either party may terminate this Agreement at any time upon (90) days written notice to the other party.

2.3 Termination for Breach. Either party may terminate this Agreement in the event the other party commits a material breach of any of the terms or conditions of this Agreement, and fails to remedy such breach within thirty (30) days after receipt of written notice. The right to terminate for material breach is in addition to any other remedies which a party may have at law or in equity.

2.4 Effect of Termination. Upon any expiration or termination of this Agreement, University will work to close down the Research Project, including termination of any obligations in force (except those that are non-cancelable), and will notify Sponsor of those obligations remaining as of the date of termination. Sponsor will pay University all Costs of Research incurred by University up to the date of termination. Further, if Sponsor terminates for its convenience or if University terminates for Sponsor’s material breach, Sponsor will reimburse University for all costs associated with termination. Termination or expiration of this Agreement will not affect the rights and obligations of the parties that have accrued prior to the termination date, including non-cancellable commitments, and specifically the obligations set forth in Sections headed Confidentiality Obligations, Indemnification and Limitation of Liability and General Provisions will survive termination or expiration. If Sponsor terminates this Agreement prior to completion of the Research Project or if University terminates for material breach by Sponsor, the Intellectual Property rights set forth in the Section headed Intellectual Property will terminate; otherwise these rights will survive expiration of the Agreement.

1. **Research Results**

Sponsor and University agree that, in exchange for paying the Costs of Research, Sponsor may use the results of the research (“Research Results”) for any purpose, but may not publish Research Results prior to Principal Investigator’s publication of Research Results. The University retains ownership of the Research Results, and the right to publish as set forth in Section 5. Any Research Result that also constitutes Intellectual Property as set forth Section 4.1 below is considered Intellectual Property, and is subject to the terms set forth in Section 4 below.

1. **Intellectual Property**

4.1 Ownership of Intellectual Property. The parties acknowledge that inventions, discoveries, and other technology that is patentable, or that is copyrightable software (“Intellectual Property”) may also arise from the Research Project. University owns all Intellectual Property invented or authored by University personnel under the Research Project (“University Intellectual Property”). The parties will jointly own all Intellectual Property invented or authored jointly by University personnel and Sponsor personnel under the Research Project (“Joint Intellectual Property”). Inventorship and authorship will be determined in accordance with United States intellectual property laws. This Agreement does not grant either party any rights to any Intellectual Property developed outside the scope of the Research Project.

4.2 Disclosure and Filing. All Intellectual Property arising from University’s performance of the Research Project will be disclosed to University’s tech transfer organization, Tech Launch Arizona, who will promptly provide Sponsor with a confidential written disclosure of the Intellectual Property. The University may file for patent or other protection for University Intellectual Property at its discretion, or at the request of the Sponsor. Sponsor will reimburse University for fees and expenses associated with patent prosecution or other protection if such actions are taken at Sponsor request, or if Sponsor seeks a license under Sec. 4.3. University will control patent prosecution on any University Intellectual Property. If Sponsor is reimbursing University, the parties will collaborate during the patent prosecution process, and the University will consider all of Sponsor’s input in good faith.

4.3 License to Intellectual Property. The University grants to Sponsor a non-exclusive right to use the University Intellectual Property for internal research purposes. The University also grants to Sponsor the first option to negotiate for a commercial, royalty-bearing license under University Intellectual Property and University’s rights in Joint Intellectual Property within the field of use and territory to be mutually agreed by the parties. Sponsor may exercise this option by submitting a request in writing to University, and the parties will negotiate such license arrangement in good faith and on commercially reasonable terms. The option must be exercised in writing within three (3) months after University discloses the Intellectual Property to Sponsor (“Option Period”). If Sponsor fails to exercise the option within the Option Period, or if the parties do not reasonably agree on terms for a license within three (3) months after the date the Sponsor exercises the option, the University will have no further obligation to Sponsor with respect to a commercial license to that Intellectual Property.

4.4 Retained Rights. Without limiting any other rights it may have and even if Sponsor exercises its option as set forth in Section 4.3 above, the University specifically reserves the right in and to the University Intellectual Property and Joint Intellectual Property for any research, public service, and/or educational purposes, and to grant licenses to other academic institutions for these same reserved rights.

1. **Publication**

Notwithstanding anything to the contrary in this Agreement, the University and its employees have the right, at their discretion, to release information or to publish any data, writings, or material resulting from the Research Project, including Research Results and Intellectual Property, and to use it in any way for its educational and research purposes.  The University will furnish the Sponsor with a copy of any proposed publication in advance of the proposed publication date and grant the Sponsor thirty (30) days for review and comment. Within this period, the Sponsor may request the University, in writing, to delay such publication for a maximum of an additional (60) days in order to protect the potential patentability of any invention described therein. Such delay will not, however, be imposed on the filing of any student thesis or dissertation. Sponsor’s failure to object to a publication or presentation within the thirty (30) day period above will be deemed acceptance by Sponsor.

1. **Confidentiality Obligations**

6.1 Confidential Information. Sponsor and University may choose, from time to time, in connection with the Research Project, to disclose confidential information to each other (“Confidential Information”). All such disclosures must be in writing and marked as Confidential Information. Any information that is transmitted orally or visually, in order to be protected hereunder, will be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

6.2 Use and Disclosure. The parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other party and will use such information only for the purposes of this Agreement. Confidentiality obligations with respect to Confidential Information will survive for three (3) years after the termination of this Agreement.

6.3 Exceptions. Notwithstanding any marking or designation to the contrary, the confidentiality obligations set forth herein will not apply to information that: (a) is already in the receiving party's possession at the time of disclosure; (b) is or later becomes part of the public domain through no fault of the receiving party; (c) is received from a third party with no duty of confidentiality to the disclosing party; (d) was developed independently by the receiving party prior to disclosure; or (e) is required to be disclosed by law or regulation.

1. **Public Statements; Use of Names and Logos**

7.1 No Use of Names or Logos. Neither party is permitted to use the names, logos, or other identifiers associated with the other party without such party’s express prior written consent in each instance.

7.2 Press Releases. Except as required by law, neither party will issue any press release or other public statements in connection with this Agreement or the Research Project without the other party’s prior written consent. University will acknowledge Sponsor’s support of the Research Project in scientific publications and communications. All statements by the parties will accurately describe the scope and nature of their participation. University may, without prior consent from Sponsor, list Research Project title, amount awarded, Sponsor name, and Principal Investigator(s) names and department(s) affiliation(s) in its reports, which while not disseminated, are available to the public.

1. **Indemnification and Limitation of Liability**

8.1 Indemnification by Sponsor. Sponsor will indemnify, defend and hold harmless Principal Investigator and University, its governing board, officers, agents, and employees, from any liability, loss or damage they may suffer as the result of claims, demands, costs or judgments against them arising out of either party’s performance of the Research Project pursuant to this Agreement, and/or Sponsor’s use of the University Intellectual Property, Joint Intellectual Property, Research Results, or other information or materials provided under this Agreement, provided, however, that any such liability, loss, or damage resulting from the following are excluded from this agreement to indemnify and hold harmless: (a) University’s failure to adhere to the terms of the Research Project protocol in all material respects; (b) University’s failure to comply with any applicable government requirements; or (c) negligence or willful misconduct by the Principal Investigator, University, or its board, officers, agents, or employees as determined by a court of law. Principal Investigator and University agree to notify Sponsor as soon as they become aware of any such claim or action, and to cooperate with and to authorize Sponsor to carry out the sole management and defense of such claim or action. Sponsor will not compromise or settle any claim or action without the prior written approval of each of the following if they are a named party: Principal Investigator, University, its governing board, officers, agents, or employees.

8.2 Disclaimer of Warranties and Limitation of Liability. COMPANY ACKNOWLEDGES THAT THE WORK SET FORTH IN THE RESEARCH PROJECT IS EXPERIMENTAL IN NATURE AND THAT UNIVERSITY MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, REGARDING THE RESEARCH PROJECT, RESEARCH RESULTS, THE UNIVERSITY INTELLECTUAL PROPERTY, JOINT INTELLECTUAL PROPERTY, OR OTHER RESULTS.

1. **General Provisions**

9.1 Applicable Law and Venue. This Agreement will be interpreted pursuant to the laws of the State of Arizona, where the Research Project is performed. Any arbitration or litigation between the parties will be conducted in Pima County, Arizona, and Sponsor hereby submits to venue and jurisdiction in Pima County, Arizona. This Agreement may be subject to mandatory non-binding arbitration in accordance with applicable law.

9.2 Non-Discrimination. The parties agree to be bound by state and federal laws and regulations governing equal opportunity and non-discrimination and immigration.

9.3 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. 38-511. Within three years from the Effective Date, the University may cancel this Agreement if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the University becomes an employee in any capacity of Sponsor or a consultant to Sponsor with reference to the subject matter of this Agreement while the Agreement or any extension thereof is in effect.

9.4 Notices. Notices will be in writing and deemed effective when sent, postage prepaid to:

 If to Sponsor:

 [insert Sponsor contact and address]

If to University (Notices and Correspondence):

 Director

 Sponsored Projects Services

P.O The University of Arizona

 P.O. Box 210158

 Tucson, Arizona 85721-0158

9.5 Entire Agreement; Modifications. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter hereof. There are no additional or supplemental agreements related to the subject matter hereof. No waiver, amendment or modification of this Agreement will be valid or binding unless written and signed by the parties. Waiver by either party of any breach or default of any clause of this Agreement by the other party will not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement.

9.6 Export Laws. The parties acknowledge that this Agreement is subject to compliance with applicable United States laws, regulations, or orders including those that may relate to the export of technical data and equipment, such as International Traffic in Arms Regulations (“ITAR“) and/or Export Administration Act/Regulations (“EAR”), as may be amended, and agree to comply with all such laws, regulations or orders. It is the intent of the parties not to disclose any export-controlled information. However, if a party determines that export-controlled information must be disclosed, such party will provide the other party with written notice containing the nature of the export-controlled information prior to any exchange of export-controlled information. Sponsor is solely responsible for any violation of such laws and regulations involving Sponsor or its affiliates, and will defend, indemnify and hold harmless the University if any legal action of any nature results from any such violation.

9.7 Assignment. This Agreement may not be assigned or transferred (either directly or indirectly, by operation of law or otherwise, including by way of a merger, acquisition or other sale event) without the prior written consent of the other party, which consent will not be unreasonably withheld. This Agreement is binding upon and will inure to each party's respective permitted successors in interest.

9.8 Severability. If any provision of this Agreement is held void or unenforceable, the remaining provisions will nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

9.9 Independent Contractors. The parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other party.

9.10 Electronic Signatures. The parties agree that any xerographically or electronically reproduced copy of this fully-executed agreement will have the same legal force and effect as any copy bearing original signatures of the parties.

**IN WITNESS THEREOF, the parties execute this Agreement as of the day and year written below.**

**SPONSOR The Arizona Board of Regents**

 **on behalf of The University of Arizona**

By: By:

Name: Name:

Title: Title:

Date: Date:

**EXHIBIT A**

**Research Project -- Statement of Work**

[insert project description]

**EXHIBIT B**

**Payment Schedule and Cost**

This Research Project is conducted on a [cost reimbursement or fixed price (select one)] basis. Checks should be made payable only to “The University of Arizona,” and should identify this Agreement or a University invoice.  Checks should not be made payable to or identify individuals.

Payments should be sent to:

|  |  |
| --- | --- |
| Surface MailThe University of ArizonaSponsored Projects Services1303 E. University Blvd. Box 3Tucson, Arizona 85719-0521 | Overnight Delivery ServiceUniversity of Arizona Bursar’s Office888 N Euclid, Room 104Tucson AZ, 85719(520) 621-1998 |

Total cost or budget: [insert total cost or budget]

Payment schedule:

[insert payment schedule]