

**RESEARCH AGREEMENT**

This Agreement is made by and between \_\_\_\_\_("Sponsor") with offices at ADDRESS \_\_\_\_\_, and The Regents of the University of California, a California Corporation having its principal office at 1111 Franklin Street, 5<sup>th</sup> Floor, Oakland, CA 94607-5200, on behalf of the University of California, San Diego campus ("University").

WHEREAS, it is in the mutual interest of Sponsor and University that research be conducted on a project entitled \_\_\_\_\_(Project);

WHEREAS, Sponsor desires to financially support said research at University;

NOW, THEREFORE, the parties agree as follows:

1. **SCHEDULE** - The Project shall be conducted in accordance with the statement of work attached hereto as Exhibit "A" and incorporated into this Agreement by this reference solely for the purpose of describing the scope of work to be performed under this Agreement. The term of this Agreement shall be through \_\_\_\_\_, unless sooner terminated as herein provided.

2. **BUDGET** - Sponsor shall support the Project by a grant of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). The grant amount shall cover all direct and indirect costs of the Project, as set forth in the budget attached hereto as part of Exhibit "A" and incorporated into this Agreement. If at any time University has reason to believe that the cost of the Project will be greater than the amount budgeted, University shall notify Sponsor in writing to that effect, giving a revised budget of the cost of completion of the Project. Sponsor shall not be obligated to reimburse University for the costs incurred in excess of the Budget unless and until Sponsor has notified University in writing that the revised budget is accepted. Upon expenditure of the accepted budget amount, University's obligation to continue performance of the Project shall cease. If the Project period is more than one year, the balance of any funds remaining at the end of any Project year may be carried over to subsequent years during the period of the Agreement to support the Project.

3. **PAYMENT** - Upon execution of this agreement and after receipt of an invoice from University, Sponsor will provide payment in the amount of \$\_\_\_\_\_.

Payment shall be made to "The Regents of the University of California" and sent to the following address:

The Regents of the University of California

- c/o Dan M. Gilbreath, Director
- Office of Post Award Financial Services  
 University of California, San Diego  
 9500 Gilman Drive  
 La Jolla, CA 92093-0954

University shall forward invoices to Sponsor at the following address: \_\_\_\_\_

ATTN: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

At least thirty (30) days prior to the beginning of each quarter thereafter, University will forward an invoice to Sponsor in an amount equal to one-quarter of the annual budget amount. Sponsor will submit payment to the address listed above, upon receipt of such invoice.

Sponsor shall have sixty (60) days from the completion of the Project to request that University provide a report of expenditures shown by major cost categories.

4. **PRINCIPAL INVESTIGATOR** - The research is to be conducted by University under the direction of \_\_\_\_\_ ("Principal

Investigator") who will be responsible for the direction of the Project, including all budgeting and revisions to the Budget, in accordance with applicable University policies.

5. **CONFIDENTIALITY** - Subject to Paragraph 9 of this Agreement, it is the intent of the parties that neither party shall furnish any information considered confidential and/or proprietary by it and/or one or more third parties to the other party in connection with this Agreement.

Should Sponsor deem it necessary to disclose information considered confidential and/or proprietary by it to University, it will be clearly marked by Sponsor, in writing, as "Confidential Information". Except as required by law, University will use reasonable efforts to avoid disclosure of such confidential information for a period of three (3) years from the date of disclosure. This obligation does not apply to information that was known to University prior to its receipt from Sponsor, that is independently developed by the University, or becomes known at any time to third parties through no fault of University.

6. **RIGHTS IN DATA** - Subject to Paragraph 5 of this Agreement, University shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed by University under the Project. Subject to Paragraphs 8 and 9 of this Agreement, Sponsor shall have the right to disclose

and use the technical reports, data and information delivered under the Project to Sponsor by University for any purpose.

7. **USE OF NAME/PUBLICITY** - It is agreed by each party that it will not under any circumstance use the name of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement, without prior written approval of the other party.

8. **PUBLICATION** - University shall have the right to publish the results of the work conducted by University under this Agreement to the extent such results do not contain Confidential Information of Sponsor, provided Sponsor has the opportunity to review and comment on any proposed manuscripts describing said work thirty (30) days prior to their submission for publication. University agrees to consider Sponsor's comments prior to publication. However, if such submission would cause the loss of significant foreign patent rights, University will, at its option, either delete the enabling portion of the proposed publication, or withhold publication for an additional sixty (60) days until U.S. patent filings are completed, but only to the extent that Sponsor agrees to reimburse University for costs associated with such patent applications and subsequent prosecutions.

9. **PATENT RIGHTS** - Title to inventions, developments or discoveries arising from research conducted under the Research

Agreement shall be determined in accordance with United States Patent Law, Title 35 United States Code.

a. Sponsor Inventions - All rights to inventions or discoveries made solely by Sponsor shall belong to Sponsor and shall be disposed of in accordance with Sponsor policy.

b. University Inventions - All rights to inventions or discoveries made solely by University shall belong to the University and shall be disposed of in accordance with University policy.

c. Joint Inventions - All rights to inventions or discoveries made jointly by University and Sponsor shall be jointly-owned.

To the extent that the University has the legal right to do so, the University shall offer to the Sponsor, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate a commercial, royalty-bearing license, to make, use, and sell any University or Joint Invention conceived and first actually reduced to practice in the performance of research under this Research Agreement, for the term of any patent thereon.

The University shall promptly disclose to the Sponsor any inventions arising under this Research Agreement. The Sponsor shall hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of the

University. The Sponsor shall advise the University in writing within sixty (60) days of disclosure to the Sponsor whether or not it wishes to secure a commercial license. If the Sponsor elects to secure a license, the Sponsor shall reimburse University all costs associated with patent filing for such inventions, whether or not a patent issues. The Sponsor shall have ninety (90) days from the date of election to conclude a license or option agreement with the University. Such period may be extended by mutual agreement. Said license shall contain reasonable terms and shall require diligent performance by the Sponsor for the timely commercial development and early marketing of such inventions, and include the Sponsor's continuing obligation to pay patent costs. If Sponsor elects not to secure such license(s), or such license has not been concluded within the ninety (90) day period described above, rights to the Invention(s) disclosed hereunder shall be disposed of in accordance with University policies, with no further obligation to Sponsor.

10. **INDEMNIFICATION** - Sponsor agrees to defend, indemnify and hold University harmless from and against any and all liability, loss, expense, reasonable 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, its officers, agents or employees.

University agrees to defend, indemnify and hold Sponsor harmless from any claim, liability, loss, expense, reasonable 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, its officers, agents, or employees.

11. **SUPPLIES AND EQUIPMENT** - In the event that University purchases supplies and equipment hereunder, title to such supplies and equipment shall vest in University.

12. **EXCUSABLE DELAYS** - In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, act of God, act of governmental officials or agencies, or any other cause beyond the control of University, University shall be excused from performance hereunder for the period 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 Budget, performance period and other provisions, as appropriate, by mutual agreement of the parties.

13. **NOTICE** - Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

University: Carlos D. Molina J.D.  
Contract & Grant Officer  
Office of Contract and Grant Administration  
University of California, San Diego  
La Jolla, CA 92093-0934

(for express mail:  
UCSD Contracts and Grants  
10300 N. Torrey Pines Road, 2nd Floor  
La Jolla, CA 92037)

Sponsor:

14. **TERMINATION** - This Agreement may be terminated by either party at any time upon the giving of sixty (60) days prior written notice to the other party. Written notice shall be directed to the appropriate individual named in Article 13 ("NOTICE") of this Agreement. Upon the giving of notice of termination by Sponsor, as of the effective termination date the University shall exert its reasonable efforts to limit or terminate any outstanding commitments. Sponsor shall reimburse University for all costs incurred by it for all work performed through the effective termination date, and for all outstanding obligations which cannot be canceled. Such obligations may include salary and fringe benefits (including vacation accrual) of personnel engaged on the project during their severance period; purchase orders and other agreements with outside vendors which cannot be canceled; inventory storage and disposition costs for items produced under this Agreement; and indirect costs associated with these obligations. In

addition, University shall also be reimbursed for additional costs which may be incurred as a result of termination, including reasonable clerical and accounting costs. Support for any graduate students employed by the project are noncancellable. University shall furnish, within ninety (90) days of the effective date of termination, a final invoice for settlement of all costs to be reimbursed. Upon the giving of notice of termination by University, as of the effective termination date Sponsor shall have no additional liability for any costs or obligations. In addition, University shall furnish, within sixty (60) days of the effective date of termination, a final summary of all funds expended and shall reimburse Sponsor for any funds paid by Sponsor to University in excess of total funds expended by University.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Name: Carlos D. Molina J.D.

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

Title: Contract & Grant Officer

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

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

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