

# OREGON INSTITUTE OF TECHNOLOGY

## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (Agreement) is entered by and between the State of Oregon, acting by and through the State Board of Higher Education, on behalf of the Oregon Institute of Technology (OIT) and [Sponsor Name and Legal Description] (Sponsor). OIT and Sponsor shall be referred to individually as “Party” and jointly as “Parties.”

**WHEREAS**, OIT has experience and resources in a field of mutual interest between OIT and Sponsor; and

**WHEREAS**, Sponsor desires research to be performed in accordance with the Statement of Work and terms outlined in this Agreement; and

**WHEREAS**, the performance of such research is consistent, compatible, and beneficial to the academic role and mission of OIT as an institution of higher education;

**NOW, THEREFORE**, in consideration for the mutual promises and covenants herein, the Parties agree as follows:

### **1. STATEMENT OF WORK**

OIT shall use reasonable efforts to conduct the research program described in Exhibit A (the “Project”), and do so within the Total Project Cost as specified in Section 4.1. Notwithstanding, OIT may exercise its discretion and independent judgment as to the method and means of performing the Project. The schedule for delivery of all reports and deliverables is as set forth in the Statement of Work, attached as Exhibit A.

### **2. PARTY REPRESENTATIVES**

**2.1** OIT’s Principal Investigator for the Project shall be \_\_\_\_\_. OIT shall give Sponsor written notice of any change in its Principal Investigator. The Principal Investigator is responsible for performing the Project on behalf of OIT.

**2.2** OIT’s Contracting Officers are George Marlton, Director of Purchasing and Contracts and Lita Colligan, Associate Vice President, Strategic Partnerships. OIT shall give Sponsor written notice of any change in its Contracting Officers. The Contracting Officers are responsible for interpretation, negotiation, extensions, amendments, or modifications of this Agreement.

**2.3** Sponsor’s Project Director is \_\_\_\_\_. Sponsor shall give OIT written notice of any change in its Project Director. The Project Director shall be responsible for interpretation, negotiation, extensions, amendments, or modifications of this Agreement.

### **3. TERM AND TERMINATION**

**3.1** This Agreement shall commence on \_\_\_\_\_ (Effective Date) and shall terminate on \_\_\_\_\_, unless extended or earlier terminated as provided below (Termination Date).

- 3.2 This Agreement may be terminated by mutual consent of the Parties or by either Party upon not less than thirty (30) days written notice. This Agreement may also be terminated by either Party giving written notice to the other Party, in the event that the other Party commits a material breach this Agreement and fails to remedy such breach within ten (10) days after being given a written notice from the non-breaching Party. Any termination of this Agreement shall not relieve either Party of any obligations hereunder which have accrued on or before the date of termination.
- 3.3 The term of this Agreement may be extended by mutual consent of the Parties through written amendment to this Agreement. Such written amendment will address any new or modified terms and conditions to this Agreement related to the extension.

**4. BUDGET AND PAYMENTS**

- 4.1 Total Project Cost shall be \$ \_\_\_\_\_, as set forth in the Project Budget, attached as Exhibit B. [Additional information about the overall project resource plan are described in the Statement of Work, Project Funding Section, attached as Exhibit A, and in the Equipment Loan Agreement, attached as Exhibit C. ]  
 [Select either Alternative A or Alternative B and delete the unused option]

Alternative A:

- 4.2 **REIMBURSEMENT OF COSTS.** Sponsor shall reimburse OIT for costs as detailed in the Project Budget. OIT will submit invoices at least quarterly and no more frequently than monthly, which will include a detailed listing of expenses by budget categories. Sponsor shall remit payment to OIT within thirty (30) days of receipt of invoice. Failure to pay the amounts due within thirty (30) days shall constitute a material breach of Sponsor’s obligations under this Agreement. Payments received more than sixty (60) days after the due date of invoices will accrue interest at the rate of one and one half percent (1.5%) per month until paid.

Alternative B:

- 4.2 **FIXED-FEE.** Sponsor shall pay OIT the Total Project Cost for OIT’s services hereunder. Sponsor shall remit fifty-percent (50%) of the Total Project Cost upon execution by both parties of this Agreement. The remaining amount of the Total Project Cost shall be payable upon the following schedule:

Payment #	Date [or Project Milestone]	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Invoices are due and payable within thirty (30) days. Failure to pay the amounts due within thirty (30) days shall constitute a material breach of Sponsor’s obligations under this Agreement. Payments received more than sixty (60) days after the due date of invoices will accrue interest at the rate of one and one half percent (1.5%) per month until

paid. Any amendment changing either the Term of this Agreement or the Total Project Cost shall specify a new payment schedule.

## **5. PUBLICATIONS**

- 5.1** OIT, as a state institution of higher education, engages only in research that is compatible, consistent, and beneficial to its academic role and mission. Therefore, significant results of research activities must be reasonably available for publication. The Parties acknowledge that OIT shall have the right to publish results of the Project. OIT agrees, however, that during the term of this Agreement and for 6 months thereafter, Sponsor shall have 30 days to review and comment on any proposed publication. OIT agrees that any proprietary information supplied to it by the Sponsor during the course of research performed by OIT will not be included in any published material without prior approval by the Sponsor.
- 5.2** Sponsor shall not include the name of OIT in any advertising, sales promotion, or other publicity matter without the prior written approval of the OIT's Associate Vice President, Strategic Partnerships.

## **6. CONFIDENTIALITY & INTELLECTUAL PROPERTY**

- 6.1** OIT faculty and staff who are engaged on industry-sponsored applied research projects may be able to enter into confidentiality and non-disclosure agreements, based on the specific requirements of the industry-sponsored projects and as appropriate under public records laws. The Confidentiality Agreement for the Project's Principal Investigator is attached as Exhibit D.
- 6.2** The Parties shall take appropriate steps to cause all personnel assigned to the Project to disclose any and all inventions and improvements conceived or reduced to practice by any such personnel in the performance of the Project and relating to the subject matter thereof in the form of patent memoranda descriptive of such inventions and discoveries and containing adequate information necessary for the filing of patent applications.
- 6.3** Intellectual property solely conceived or created by OIT shall be solely owned by OIT. Intellectual property jointly conceived or created by OIT and Sponsor shall be jointly owned by both parties. Intellectual property solely conceived or created by Sponsor shall be solely owned by Sponsor.
- 6.4** In consideration for Sponsor's payments pursuant to Article 4 of this Agreement, OIT grants to Sponsor a right of first negotiation (ROFN) to obtain from OIT a worldwide, royalty bearing, exclusive or nonexclusive license to the interests of OIT in intellectual property owned by OIT, or intellectual property owned jointly by OIT and Sponsor, or both, conceived or created in the course of the Project.
- 6.5** The ROFN may be exercised by Sponsor in the following manner: Whenever OIT learns of a patentable invention or discovery conceived or created in the course of the Project, OIT will promptly notify Sponsor of such invention or discovery. During the three (3) month period following the date of OIT's notification to Sponsor, Sponsor may exercise the ROFN by notifying OIT of Sponsor's intent to seek a license with respect to such invention or discovery.

- 6.6 If Sponsor timely notifies OIT of its intent to seek such a license, then during the six (6) month period following the date on which Sponsor so notified UO and Sponsor shall in good faith negotiate the terms and conditions of such a license.
- 6.7 If Sponsor does not timely exercise its ROFN, or if the parties do not execute a license agreement prior to the end of the six (6) month negotiation period, then the ROFN shall expire. Thereafter, OIT shall be free to apply and dispose of its ownership interest in intellectual property conceived or created in the course of the Project as it sees fit.

**7. DISCLAIMER OF WARRANTIES**

**OIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, OWNERSHIP, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

**8. INDEMNIFICATION**

- 8.1 Subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), OIT shall indemnify, within the limits of and subject to the restrictions in the Tort Claims Act, Sponsor against any liability for personal injury or damage to life or property arising from OIT's negligent or intentional actions under this Agreement provided, however, OIT shall not be required to indemnify Sponsor for any such liability arising out of the wrongful acts of employees or agents of Sponsor.
- 8.2 Sponsor shall indemnify OIT and its officers, employees and agents against any liability for personal injury or damage to life or property arising from Sponsor's negligent or intentional actions or those of its officers, agents or employees under this Agreement, provided, however, Sponsor shall not be required to indemnify OIT for any such liability arising out of the wrongful acts of employees or agents of OIT.

**9. ASSIGNMENT.** Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof may be assigned by either Party to any third party, without the prior written consent of the other Party, which consent shall not be unreasonable withheld.

**10. WAIVER.** The waiver by either Party of a breach of any provision of this Agreement shall not operate as or be considered a waiver by that Party of any subsequent breaches.

**11. SEVERABILITY.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of this Agreement.

**12. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Oregon, without giving effect to its conflict of laws provisions.

**13. ENTIRE AGREEMENT:** This Agreement with its incorporated exhibits, if any, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior

negotiations, representations, commitments, offers, contracts and writings. No amendment, modification or supplement of any provision of this Agreement shall be valid or effective unless made in writing and signed by a duly authorized officer of each Party.

**IN WITNESS WHEREOF**, the Parties hereto, through their respective duly authorized representatives, execute this Agreement as follows:

**The State of Oregon acting by and through the [Sponsor]  
State Board of Higher Education, on behalf of  
the Oregon Institute of Technology**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Signature** **Date**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**