MASTER SPONSORED RESEARCH AGREEMENT

THIS MASTER SPONSORED RESEARCH AGREEMENT (the “Agreement”), effective as of _______ __, 20__, is between the University of Massachusetts (“University”), as represented by its Lowell campus, and ______________________________ (“Sponsor”), a _________ corporation.

WHEREAS, Sponsor wishes to engage University to conduct research that will advance the educational, research and public service missions of the University in a manner consistent with its status as a tax-exempt, educational institution;

WHEREAS, Sponsor and University agree that, from time to time, Exhibits may be added under this Agreement, each Exhibit being related to a particular research project;

NOW, THEREFORE, the parties hereto agree as follows:

1. Research Project. University agrees to use reasonable efforts to perform the research projects described on each Exhibit (the “Research”). No later than ninety (90) days following the completion of the Research, the Principal Investigator shall deliver to Sponsor a final report describing all significant results of the Research in reasonable detail. Sponsor may use the Research Results any purpose. “Research Results” means all raw data, analyses, tangible research materials, technical information and any other significant results that are obtained in the performance of the Research, but excludes any intellectual property based on these results.

2. Principal Investigator. This Agreement will be supervised by ___________, the “Principal Investigator.” Individual research projects outlined in each Exhibit will be supervised by a “Project Principal Investigator.” The Project Principal Investigator shall direct the Research and shall control the manner of its performance. If, for any reason, he/she becomes unable to continue to serve as Project Principal Investigator, and a replacement acceptable to both University and the Sponsor is not available, Sponsor may terminate the Research upon sixty (60) days prior written notice to University. During the term of this Agreement, Principal Investigator and/or Project Principal Investigator shall meet with representatives of Sponsor at times and places mutually agreed upon by the parties to discuss the progress of the Research. During the term of this Agreement, and at the convenience of the Project Principal Investigator, a representative of Sponsor shall have reasonable access to the Research records.

3. Term. The term of this Agreement shall be through _______________, unless earlier terminated as provided in Section 6.

4. Grant. Sponsor shall support the Research by as outlined in each Exhibit. University retains title to all supplies and equipment purchased by University with funds provided by Sponsor. University shall monitor expenditures in accordance with its institutional policies to ensure that the funds provided by Sponsor are spent in connection with the performance of the Research.

5. Payments. Sponsor shall make payments to “University of Massachusetts” in accordance with each Exhibit and send to Heather Spyrakis, 600 Suffolk Street, 2nd Floor South, Lowell, MA 01854. Payments shall be made in U.S. Dollars and shall be net of taxes, duties or imposts of
6. Termination. If either party commits a material breach of this Agreement and fails to cure that breach within sixty (60) days after receiving written notice, the other party may terminate this Agreement immediately upon written notice to the breaching party. Upon early termination of this Agreement, University will be reimbursed for all costs incurred through the effective date of termination and for all outstanding non-cancelable commitments (such as salary and fringe benefits for postdoctoral fellows and other appointed employees and stipends for graduate students, and special order, non-returnable equipment). Within ninety (90) days following early termination, University shall furnish Sponsor with a final accounting of all such costs and commitments.

7. Publications. University will be free to publish the results of the Research conducted by University after providing the Sponsor with a thirty (30) day period in which to review each proposed publication to identify patentable subject matter and to identify any inadvertent disclosure of any Sponsor proprietary information. If necessary to permit the preparation and filing of U.S. patent applications, the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. To comply with scientific publication standards, Sponsor may be identified as the source of funding for the Research.

8. Proprietary Information. Should Sponsor deem it necessary to disclose proprietary information to University in connection with the Research, Sponsor ensures that no commodities, software or technology that are subject to control under the International Traffic in Arms Regulations or which are classified by the Commerce Control List as having a classification other than EAR99 will be supplied by Sponsor to University without prior notice to, and approval from, University. Should the status of any such items change after being supplied to University, Sponsor shall notify University immediately and Sponsor shall be responsible for obtaining any necessary license.


9.1 "Confidential Information" means any confidential or proprietary information furnished by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with performance under this Agreement, provided that the information is specifically designated as confidential. Confidential Information may include, without limitation, know-how, inventions, technical data or specifications, testing methods, and research and development activities.

9.2 Designation. Confidential Information that is disclosed in writing shall be marked with a legend indicating its confidential status (such as, "Confidential" or "Proprietary"). Confidential Information that is disclosed orally or visually shall be noted at the time of disclosure and documented in a written notice prepared by the Disclosing Party and delivered to the Receiving Party within thirty (30) days after the date of disclosure. The notice shall summarize the Confidential Information disclosed to the Receiving Party and reference the time and place of disclosure.

9.3 Obligations. During the term of this Agreement and thereafter for a period of three (3) years, the Receiving Party shall (i) maintain all Confidential Information in confidence,
except that the Receiving Party may disclose or permit the disclosure of any Confidential Information to its directors, officers, employees, consultants, and advisors who are obligated to maintain the confidential nature of Confidential Information and who need to know Confidential Information for the performance of an applicable project or other aspects of the Research; (ii) use all Confidential Information solely for the performance of an applicable project or other aspects of the Research; and (iii) allow its directors, officers, employees, consultants, and advisors to reproduce the Confidential Information only to the extent necessary for the performance of an applicable project or other aspects of the Research, with all reproductions being Confidential Information.

9.4 Exceptions. The obligations of the Receiving Party under Section 9.3 above do not apply to the extent that the Receiving Party can demonstrate through competent evidence that certain Confidential Information (i) was in the public domain prior to the time of its disclosure under this Agreement; (ii) entered the public domain after the time of its disclosure under this Agreement through means other than an unauthorized disclosure resulting from an act or omission by the Receiving Party; (iii) was independently developed or discovered by the Receiving Party without use of the Confidential Information; (iv) is or was disclosed to the Receiving Party at any time, whether prior to or after the time of its disclosure under this Agreement, by a third party having no fiduciary relationship with the Disclosing Party and having no obligation of confidentiality with respect to Confidential Information; or (v) is required to be disclosed to comply with applicable laws or regulations, or with a court or administrative order, provided that the Disclosing Party receives reasonable prior written notice of disclosure to allow the Disclosing Party to seek a protective order, and to the extent a protective order is not granted, the Receiving Party limits disclosure to only that portion of the Confidential Information that needs to be disclosed.

9.5 Ownership and Return. The Receiving Party acknowledges that the Disclosing Party (or any third party entrusting its own information to the Disclosing Party) owns its Confidential Information in the possession of the Receiving Party. Upon the expiration or termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in the possession or control of the Receiving Party, except that the Receiving Party may retain (i) one (1) copy of the Confidential Information in the possession of its legal counsel solely for the purpose of monitoring its obligations under this Agreement and (ii) any copies of the Confidential Information that are created in connection with the Receiving Party’s normal computer back-up processes that are not easily discoverable, provided that such back-up copies are not used for any purpose.

10. Sponsor Intellectual Property. Title to any invention made solely by employees of the Sponsor (“Sponsor Invention”) shall remain with the Sponsor. Title to any copyrighted or copyrightable works first developed in the performance of the Research solely by employees of the Sponsor (“Sponsor Copyrighted Works”) shall remain with the Sponsor. Neither Sponsor Inventions nor Sponsor Copyrighted Works shall be subject to the terms and conditions of this Agreement.


11.1 Title to Joint Inventions. Inventions made jointly by employees of University and
employees of the Sponsor in the performance of the Research ("Joint Inventions") shall be jointly owned by both parties. University and Sponsor shall provide prompt written notice to the other of the internal disclosure by its employees of any Joint Invention. Sponsor shall have the first right to file a patent application on a Joint Invention in the names of both parties at its sole expense; provided, that Sponsor has first disclosed such Joint Invention to University and hereby agrees to be bound by the provisions of Sections 11 and 12 of this Agreement, and provided that title remains in the names of both parties. Sponsor shall consult with the University as to the preparation, filing, prosecution, and maintenance of all Joint Inventions reasonably prior to any deadline or action with the United States Patent & Trademark Office or any foreign patent office and shall furnish the University with copies of relevant documents reasonably in advance of consultation. If Sponsor elects at any time not to file, prosecute or maintain such patent application(s) or patent(s) issuing therefrom, Sponsor shall timely notify University thereof and University shall have the right, but not the obligation, to assume sole responsibility for the filing, prosecution and maintenance of such patent application(s) and patents in the names of both parties at its own expense. No request for execution of a declaration of inventorship, assignment of title, or other legal document pertaining to a Joint Invention shall be made by Sponsor or by patent counsel on Sponsor’s behalf to an employee of the University except if addressed and delivered to the Director, Office of Commercial Ventures and Intellectual Property at UMass Lowell.

11.2 Confidentiality of Invention Disclosures. Each party shall retain all invention disclosures submitted to it by the other party in confidence and use its best efforts to prevent their disclosure to third parties. The receiving party shall be relieved of this obligation only when this information becomes publicly available through no fault of the receiving party.

11.3 Licensing Options. Each party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other party, except that the Sponsor shall be entitled to elect an exclusive license to University’s interest in a Joint Invention as provided under Section 12.2.2 below.

11.4 Jointly Developed Copyrightable Works. Copyrighted or copyrightable works, including software, which the parties agree have been developed jointly in the performance of the Research by employees of University and employees of the Sponsor shall be jointly owned by both parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials as they deem appropriate, without any obligation of accounting to the other party.


12.1 Title to Inventions. Title to any invention conceived or first reduced to practice solely by employees of University in the performance of the Research shall remain with University ("University Invention"). The Sponsor shall be notified of any University Invention promptly after an invention disclosure is received by University. University (i) may file a patent application at its own discretion or (ii) shall do so at the request of the Sponsor and at the Sponsor’s expense.

12.2 Licensing Options. In the event that a patent application on a University Invention described in an invention disclosure is filed by University, for each University
Invention, University hereby grants Sponsor a non-exclusive, non-transferable, royalty-free license for internal research purposes. The Sponsor shall further be entitled to elect one of the following license options by providing notice in writing to University within three (3) months after University’s notification to the Sponsor of the relevant invention disclosure:

12.2.1 a non-exclusive, non-transferable, world-wide, royalty-free license without the right to sublicense (in a specified field in which Sponsor has shown its ability to commercialize products) to the Sponsor to make, have made, use, lease, sell and import products embodying or produced through the use of such invention, provided that the Sponsor agrees to (a) demonstrate reasonable efforts to commercialize the technology in the public interest and (b) pay all patent prosecution and maintenance costs in all countries, including the United States, in which the Sponsor is granted a non-exclusive license right under this paragraph; or

12.2.2 a royalty-bearing, world-wide, exclusive license to Sponsor, with the right to sublicense, under University’s commercial rights and subject to any third party rights (in a specified field in which Sponsor has shown its ability to commercialize products) to make, have made, use, lease, sell and import products embodying or produced through the use of such invention, provided that the Sponsor agrees to reimburse University for the costs of patent prosecution and maintenance in the United States and any elected foreign country. This license option is subject to University concurrence and the negotiation of commercially reasonable terms and conditions within three (3) months after selection of this option.

12.3 Foreign Filing Election. If the Sponsor elects the license option under Section 12.2.2 above, the Sponsor shall notify University of those foreign countries in which it desires a license in sufficient time for University to satisfy the patent law requirements of those countries. The Sponsor will reimburse University for the costs of patent prosecution and maintenance in those foreign countries.

12.4 Non-Permitted Use of Research Results. Notwithstanding anything stated to the contrary elsewhere in this Agreement, Sponsor shall not use Research Results in the prosecution of any Joint Intellectual Property or Sponsored Intellectual Property without the express prior written consent of University.

12.5 Confidentiality of Invention Disclosures. The Sponsor shall retain all invention disclosures submitted to the Sponsor by University in confidence and use its best efforts to prevent their disclosure to third parties. The Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of the Sponsor.

12.6 Inventorship. Determinations of inventorship under this Agreement shall be made in accordance with United States patent laws.

12.7 Cooperation. Each party shall reasonably cooperate with the other party, and shall execute all documents necessary, to perfect the other party’s ownership interest in any intellectual property rights arising under this Agreement. No request for execution of any patent
assignment or other legal document shall be made by one party to an employee of the other party except if addressed and delivered in accordance with the notice provision of this Agreement.

12.8 Copyright Ownership and Licenses. Title to any copyrighted or copyrightable works first developed in the performance of the Research shall remain with University. For any copyrighted or copyrightable works other than software and its documentation and/or informational databases specified to be delivered to Sponsor in accordance with each Exhibit, University hereby grants Sponsor a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such works for internal research purposes.

For software and its documentation and/or informational databases specified to be delivered in each Exhibit, Sponsor shall be entitled to elect one of the following license options by providing written notice to University within three (3) months after its delivery to Sponsor:

12.8.1 a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display and perform the software and its documentation and/or informational databases for the Sponsor's internal research purposes; or

12.8.2 a royalty-bearing license to use, reproduce, display, distribute and perform such software and its documentation and/or informational databases for commercial purposes. Software for which a patent application is filed shall be subject to Section 12.2 above.

12.9 Execution of Licenses. All licenses elected by the Sponsor pursuant to Sections 12.2 and 12.8 above become effective as of the date the parties sign the respective license agreement.

13. Use of Names. Neither party shall use the name, logo or trademarks of the other party, or the names of any of University’s trustees, officers, faculty, students, employees, or agents, in any promotional materials, press release or publicity, without the written consent of the other party, except that University may disclose Sponsor’s support of the Research to comply with applicable financial and other reporting requirements.


14.1 Warranty Disclaimer. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE RESEARCH OR ANY INTELLECTUAL PROPERTY RIGHTS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

14.2 Indemnification. Sponsor shall indemnify, defend, and hold harmless University and its trustees, officers, faculty, students, employees, and agents (the "Indemnitees"), against any liability, damage, loss, or expense (including reasonable attorneys fees) incurred by or imposed on any of the Indemnitees in connection with any claims, suits, actions, demands, or judgments arising out of any theory of liability relating to this Agreement or concerning any
product, process, or service that is made, used, or sold pursuant to any right or license granted under this Agreement. However, indemnification does not apply to any liability, damage, loss, or expense to the extent directly attributable to (i) the negligence or intentional misconduct of the Indemnitees or (ii) the settlement of a claim, suit, action, or demand by Indemnitees without the prior written approval of Sponsor.

15. Notices. Any notices required to be given or which shall be given under this Agreement shall be in writing and be addressed to the parties as shown below. Notices 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.

UNIVERSITY: SPONSOR:

Susan C. Puryear
Director, Office of Research Administration
University of Massachusetts Lowell
600 Suffolk Street, 2nd Floor – Suite 212
Lowell, MA 01854

16. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempted assignment is void.

17. Governing Law. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Massachusetts irrespective of any conflicts of law principles. The parties will bring any legal action that arises out of or in connection with this Agreement only in the Massachusetts Superior Court in Suffolk County.

18. Excusable Delays. Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement when such failure results from fire, flood, explosion, war, strike, riot, failure or destruction of equipment, failure of supply of materials, discontinuity in the supply of power, governmental interference, labor shortage or any cause beyond its reasonable control.

19. Export Controls. University is subject to United States laws and regulations controlling the export of commodities, software, technology and services, including the Export Administration Regulations and the International Traffic in Arms Regulations. University’s obligations hereunder are contingent on compliance with these laws and regulations. The transfer of certain items may require a license from the respective agency of the United States Government and/or written assurances by the Sponsor that it will not re-export controlled items. While University will endeavor to secure any necessary license, University cannot guarantee that such licenses will be granted.

20. Entire Agreement. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the Research, and no amendments shall be effective unless made in writing and signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any exhibit or
attachment, the terms of this Agreement control.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives.

UNIVERSITY OF MASSACHUSETTS [NAME OF SPONSOR]

By: ___________________________  By: ___________________________
Name: Susan C. Puryear________________ Name: ___________________________
Title: Director, Office of Research Admin. Title: ___________________________
Date: ___________________________  Date: ___________________________

Master Sponsored Research Agreement  Rev. October 2014
Exhibit A

Statement of Work A-1

Project Principal Investigator: ______________________

Total Costs: $_________ for the period _________________ through _____________________

Payment schedule: Quarterly advance payments in the amount of $_________ each to University

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective duly authorized representatives.

UNIVERSITY OF MASSACHUSETTS          [NAME OF SPONSOR]

By: _______________________________           By: _________________________
Name: Susan C. Puryear               Name: ________________________
Title: Director, Office of Research Admin.  Title: ________________________
Date: _______________________________           Date: ________________________