BOILERPLATE RESEARCH SERVICES AGREEMENT

PLEASE CONTACT LINDA CONCINO,
UMASS LOWELL OFFICE OF RESEARCH ADMINISTRATION

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UNIVERSITY OF MASSACHUSETTS LOWELL
RESEARCH SERVICES AGREEMENT

THIS AGREEMENT, effective as of __________, 20__, is between ______________, a ______________ [corporation, LLC] ("Sponsor") and the University of Massachusetts, as represented by its Lowell campus ("University").

WHEREAS, University has developed highly specialized research expertise and has access to exceptional equipment and facilities that are not generally available in the ordinary course and uses these resources in furtherance of the educational, research and public service missions of the University in a manner consistent with its status as a tax-exempt, educational institution, by offering access to this expertise and these resources on a limited basis in the form of research services for the purpose of supporting economic development, advancing the sciences and knowledge, and making the results available to the public through publications ("Research Services"); therefore, the Sponsor agrees with University as follows:

1. University will use reasonable efforts to perform the Research Services and deliver the reports and other items specified in the Statement of Work, marked and attached as Exhibit “A”, which is made a part of this Agreement (“Project”).

2. ______________ will be the Principal Investigator on behalf of the University for the Project. In the event the Principal Investigator is for any reason unable to continue the work under the Project, the parties may select a mutually acceptable substitute or terminate this Agreement.

3. The term of this Agreement is specified as beginning _________ (specify date) and ending _______ (specify date) unless sooner terminated, as provided herein. The parties may extend the term upon written agreement.

4. For the Research Services, reports or other items to be delivered hereunder, Sponsor shall pay University an amount not to exceed $__________ payable as follows: $__________ on the Effective Date, $__________ within thirty (30) days of the effective date of this Agreement, and $__________ within thirty (30) days of Sponsor’s receipt of the report; provided, however, that any balance remaining at the end of the Project may be used by the University to support general research to advance the Principal Investigator’s program. Sponsor shall make payments to “University of Massachusetts,” and send payments to Attn: Heather Spyarakis, UML Office of Research Administration, 600 Suffolk Street, 2nd Floor South, Lowell, MA 01854.

5. “Confidential Information” is defined as business information, technical data, formulas, specifications or other proprietary information of the Sponsor relating to the product or process that is a part of the Project that is not disclosed to the public in the ordinary course of business and is marked as “Confidential Information.” University will not use said Confidential Information, except for the purpose of performing its obligation under this Agreement, and will not disclose to third parties said Confidential Information except upon written permission of the Sponsor or where otherwise required by law. Sponsor is and shall remain the owner of said Confidential Information and upon completion of the Project, University will return Confidential Information to Sponsor, except that University may retain one copy thereof for archival purposes. The provisions relating to confidentiality will remain in effect for three (3) years from the date of termination of this Agreement. The University’s obligations relating to “Confidential Information” shall not extend to information: which is in or comes into the public domain from a source other than the University; was independently known or developed by the University or already possessed by the University at the time of disclosure; and/or came from a third party not under obligation to the Sponsor to maintain the confidentiality thereof.

6. Pursuant to its mission and policy, University may publish and/or present results of the Project or new scientific information regarding the Research Services performed. University will provide Sponsor with copies of the proposed publication or presentation and Sponsor will have thirty (30) days after receipt to object because the same contains Confidential Information or patentable subject matter. University will remove any Confidential Information and will refrain from publication/presentation for a period not to exceed ninety (90) days to enable Sponsor to obtain protection directed to patentable subject matter contained in the proposed publication or presentation.

7. Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party, which approvals will not be unreasonably withheld.

8. Sponsor agrees to indemnify and hold University, its trustees, officers, agents and employees, harmless from any and all liability, loss, damage, or injuries as the result of claims, demands, costs, or judgments against them, including attorney fees, arising out of or in connection with the activities to be carried out pursuant to this Agreement, or the use, design, manufacture, or distribution of any system, process, or product that is the subject of the Project.
9. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by University at the time of said termination shall be reimbursed by Sponsor, not to exceed the total amount specified above. At the request of Sponsor, all unused Sponsor-supplied tangible materials at the time of termination shall either be destroyed by University or returned to Sponsor.

10. Notices shall be deemed made if given by hand delivery, by recognized national overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to the address designated for that party at the end of this Agreement, or such other address as may hereafter be designated by notice in this same manner.

11. THE REPORTS, MATERIALS OR OTHER RESULTS PROVIDED BY UNIVERSITY IN CONNECTION WITH THE PROJECT ARE EXPERIMENTAL IN NATURE AND MAY HAVE HAZARDOUS PROPERTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THESE RESULTS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

12. Company shall comply with all applicable United States export control laws governing the export and reexport of controlled items, including without limitation the Export Administration Regulations (EAR), 15 C.F.R. § 730 et seq. and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. § 120 et seq. Company shall not export or re-export any controlled items without adherence with all such export control laws.

13. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties will bring any legal action that arises out this Agreement in the Massachusetts Superior Court in Suffolk County.

14. This Agreement, together with its exhibits and attachments, constitutes the entire agreement between the parties with respect to the Project, 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

By: ______________________________
   Linda Concino
   Office of Research Administration
   600 Suffolk Street, 2nd Floor South
   Lowell, MA 01854

[NAME OF SPONSOR]

By: ______________________________
   [name]
   [title]
   [address for legal notices]
Exhibit A

Statement of Work