

RESEARCH AGREEMENT

BETWEEN

THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK

AND

SPONSOR

This Agreement dated _____ (the "Effective Date") is made by and between The Research Foundation for The State University of New York, a private, nonprofit, educational corporation, existing under the laws of the State of New York, with an office located at Office of Sponsored Programs, W-5510 Melville Library, Stony Brook, New York (hereinafter, the "Foundation") acting on behalf of the State University of New York at Stony Brook (hereinafter, the "University"), the Center for Biotechnology, State University of New York at Stony Brook (hereinafter, the "Center") and _____ a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter, the "Sponsor")(hereinafter, the "Agreement").

WITNESSETH:

WHEREAS, SPONSOR and FOUNDATION have a mutual interest in promoting research related to _____, hereinafter referred to as the "FIELD;" and

WHEREAS, Dr. _____ of the State University of New York at Stony Brook has developed expertise relating to the FIELD; and

WHEREAS, SPONSOR has approved funding to support a research project entitled " _____," hereinafter referred to as the "PROJECT" which will be carried out by Dr. _____;

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. **Scope of Research**

The FOUNDATION agrees to use its best efforts to conduct and carry out the PROJECT described in the SCOPE OF WORK, **Exhibit A**, which is attached to and made an integral part of this Agreement. Sponsor and Foundation may at any time amend the Project. However, any amendment shall not be binding upon the Parties unless by mutual written agreement signed by authorized representatives of the Parties.

2. **Reports, Record and Informal Consultation**

a) Every six (6) months the Foundation Project Director shall provide Sponsor and the Center for Biotechnology with a written progress report describing the work performed during the prior six months ("Six Month Progress Report"). Progress Reports may include, but are not be limited to: copies of data; the work completed; the work in progress; the work projected to be completed during the next reporting period; and

any planned publication or presentation activity. Within thirty (30) days after the expiration of this Agreement, the Foundation Project Director shall provide Sponsor with a comprehensive written progress report describing all work performed under this Agreement copies of data; and any planned publication or presentation activity. Companies involved in collaborative relationships with the Center for Biotechnology qualify for significant benefits including reduced indirect cost rates and/or direct financial support. In an effort to assess the effectiveness of these programs, SPONSOR is required to provide ongoing progress reports and written documentation regarding the actual and/or projected economic impact of these investments on an annual basis.

b) At reasonable times during the Term, and as mutually agreed, Sponsor's representatives may consult informally with the Foundation Project Director regarding the Research personally, by telephone, email or other means of communication. Such communications shall be considered Proprietary Information, and as such shall be subject to the provisions of Section 7.

3. **Compensation**

a) In consideration of research services to be performed pursuant to this Research Agreement, SPONSOR shall make fixed payments in the total amount of _____ (\$). This amount shall be paid to FOUNDATION according to the following schedule: _____

b). An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

c) The Center agrees to co-sponsor the project described herein by providing \$_____ to be used according to **Exhibit B**, which is hereby incorporated by reference into and made a part of this Agreement.

4. **Term**

This Research Agreement shall commence on _____ and shall continue through _____, unless terminated sooner or extended by mutual consent of the parties hereto in accordance with provisions set forth elsewhere in this Research Agreement.

5. **Termination**

Either SPONSOR or FOUNDATION may terminate this Research Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party. In the event of termination, SPONSOR shall reimburse FOUNDATION for contractual commitments and financial obligations incurred by FOUNDATION in performance of this Research Agreement prior to such termination, if such financial obligations or contractual commitments cannot be canceled by the FOUNDATION.

6. **Change in Project Director**

If for any reason the FOUNDATION PROJECT DIRECTOR is unable to fulfill the responsibilities required to carry out this Research Agreement, the parties shall negotiate in good faith the continuance of this research PROJECT. However, if another principal investigator satisfactory to SPONSOR cannot be agreed upon, SPONSOR may terminate this Research Agreement. In the event of termination by SPONSOR,

FOUNDATION shall be reimbursed for all costs it incurs in connection with this Research Agreement which arise from commitments made by FOUNDATION prior to receipt of notice of termination, provided the commitments cannot be terminated by the FOUNDATION.

7. Proprietary Information

It is understood that in the course of carrying out this Research Agreement, SPONSOR and FOUNDATION may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Research Agreement.

8. Publications

The FOUNDATION PROJECT DIRECTOR and/or FOUNDATION'S project staff shall have the right to publish the results of any research conducted under this Research Agreement.

9. Inventions and Licenses

a). SPONSOR shall hold title to all inventions (including know-how) developed solely by SPONSOR personnel at SPONSOR facilities who are legally obligated to assign rights in inventions to SPONSOR and who are not otherwise legally obligated to assign rights in inventions to FOUNDATION. Said inventions are hereinafter referred to as "SPONSOR inventions."

b). FOUNDATION shall hold title to all inventions (including know-how) developed solely by personnel who are legally obligated to assign rights in inventions to the FOUNDATION. Said inventions are hereinafter referred to as "FOUNDATION inventions."

c). No license or other rights in FOUNDATION inventions are given to or received by SPONSOR except as specifically provided for herein.

d). FOUNDATION hereby grants to SPONSOR a 90 day option to acquire an exclusive license to FOUNDATION inventions. The 90-day period of the option shall commence on the date of disclosure of FOUNDATION inventions to SPONSOR by FOUNDATION. Should SPONSOR exercise its option under this paragraph, the parties shall negotiate a mutually acceptable license agreement.

e). SPONSOR agrees to reimburse FOUNDATION for all direct costs of patenting new technology developed under this Research Agreement if SPONSOR acquires rights in said technology.

f). If both SPONSOR and FOUNDATION personnel with the legal obligation to assign rights in inventions to their individual employers develop a joint invention under this research Agreement, the SPONSOR and FOUNDATION shall hold joint title to said invention. SPONSOR shall be entitled to exercise the option and licensing rights set forth above with respect to FOUNDATION's interest in said joint invention. SPONSOR and FOUNDATION shall share equally all reasonable direct costs of patenting new technology developed under this Research Agreement pursuant to this paragraph.

10. **Assignment**

a) Neither party may assign or otherwise transfer this Research Agreement and the rights acquired hereunder without the written consent of the other party; this consent shall not be unreasonably withheld. However, SPONSOR may assign or transfer its interest in this Research Agreement as long as such assignment or transfer is accompanied by a sale or other transfer of SPONSOR'S entire business or other business to which this Research Agreement relates. A party desiring to assign or transfer this Research Agreement shall give the other party thirty (30) days prior notice of such assignment or transfer. If no reasonable objections are raised, then the assignment or transfer shall be deemed to have been approved. However, an assignment or transfer shall not be deemed to be approved unless the party to which this Agreement is assigned agrees in writing to be bound by the terms and conditions of this Research Agreement.

11. **Notice**

All notices, demands, and other communications hereunder, except exchanges of technical information, shall be delivered personally to the party to which it is addressed, or mailed to such party by registered or certified mail, return receipt requested, with postage thereon fully prepaid. Said notices shall be delivered to the following addresses, unless notice of change of address is provided in writing to the other party:

If to SPONSOR:

If to FOUNDATION:

Office of Sponsored Programs
The Research Foundation of State University of New York
SUNY @ Stony Brook
Stony Brook, New York 11794-3362

Any notices, demands, and other communications so mailed shall be deemed to have been received by the addressee seven (7) days after the time and date of its being so mailed.

12. **Governing Law**

This Research Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New York, U.S.A., except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

13. **Modifications**

The parties hereto acknowledge that this instrument sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto. Neither this Research Agreement nor any of the terms hereof may be changed, waived, or discharged except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, or discharge is sought.

14. **Severability**

The provisions of this Research Agreement are separable, and in the event any provisions of this Research Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

15. **Indemnification**

SPONSOR hereby agrees to indemnify FOUNDATION for any claims or actions that are brought against FOUNDATION by third parties because of SPONSOR'S use or misuse of the reports or technology which are provided to SPONSOR in connection with this Research Agreement.

16. **Order of Precedence**

In the event of any inconsistency between clauses 1-16 of this Research Agreement, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-16

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

**THE RESEARCH FOUNDATION OF
STATE UNIVERSITY OF NEW YORK**

SPONSOR.

By: _____

By: _____

Date: _____

Date: _____