

Item 22.

**Sponsored Laboratory Study
Agreement or Testing Agreement**



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contract*

**SPONSORED LABORATORY STUDY AGREEMENT
OR
TESTING AGREEMENT
(REVISE ACCORDINGLY)**

THIS Agreement is made this _____ day of _____, 200_ ("Effective Date"), between The University of Texas _____, _____, Texas _____ ("Institution"), a component of The University of Texas System ("System"), and _____ ("Sponsor"), to conduct a laboratory study and evaluation ("Study"). Institution and Sponsor agree as follows:

1. PROTOCOL

1.1 Institution agrees to use its best efforts to conduct the Study, as an independent contractor, in accordance with Institutional policy, applicable laws and regulations and the Project, "[INSERT TITLE OF PROJECT]" as described in Exhibit A attached hereto and incorporated herein. The Study will be supervised by _____, M.D., (Principal Investigator), an employee at Institution, with assistance from associates and colleagues as required.

1.2 Sponsor agrees to engage the services of Institution to conduct the Study and further agrees to provide at no cost to Institution the (samples, drugs, materials) for the conduct of the Study.

2. AWARD

2.1 In consideration for performance of the Study by Institution, Sponsor shall pay Institution \$_____.00 for Study expenses and other related costs. This amount, shown by approximate category of expenses in Exhibit B attached hereto for information only, is payable in _____ installments in the amount of \$_____.00 each. The first payment is payable within 30 days of the Effective Date and the final payment will be due upon completion of the study.

3. TERM AND TERMINATION

3.1 This Agreement shall continue in force until the earlier of (i) completion of the Study as mutually agreed upon by the parties; or (ii) _____ months from the date set forth above; provided, however, that either party may terminate this Agreement by giving 30 days advance notice to the other.

3.2 Upon early termination of this Agreement, Sponsor shall be liable for all reasonable costs incurred or obligated by Institution at the time of such termination, subject to the maximum amount specified in Article 2. Sponsor shall pay Institution for such costs within 30 days of receipt of an invoice for same.

3.3 Upon termination of this Agreement, Institution shall return Sponsor's materials and equipment to Sponsor.

4. INDEMNIFICATION

4.1 Institution shall, to the extent authorized under the Constitution and laws of the State of Texas, indemnify and hold Sponsor harmless from liability resulting from the negligent acts or omissions of Institution, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that Institution shall not hold Sponsor harmless from claims arising out of the negligence or willful malfeasance of Sponsor, its officers, agents, or employees, or any person or entity not subject to Institution's supervision or control.

4.2 Sponsor shall indemnify and hold harmless System, Institution, their Regents, officers, agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligation of this Agreement, including but not limited to the use by Sponsor of the results of the Study; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:

- a. the negligent failure of Institution to comply with any applicable governmental requirements or to adhere to the terms of the Protocol; or
- b. the negligence or willful malfeasance by a Regent, officer, agent, or employee of Institution or System.

5. INVENTIONS

[Please run the Lab Study Checklist

<http://www.utsystem.edu/ogc/intellectualproperty/labcheck3.htm>

to determine which intellectual property clause is appropriate for the study.]

USE THE FOLLOWING SECTION FOR A LAB STUDY AGREEMENT (FORM F)

5.1 Ideas, know-how, data (including study results), and other intellectual property generated under this Agreement shall be the sole and exclusive property of the employer of the author or inventing party and inventorship shall be determined in accordance with U.S. Patent laws.

OR

If after performing the Lab Study Checklist you determine that your agreement is a true Testing Agreement, the following section can be used. Delete and revise accordingly for each specific case. Also, if a study qualifies to be a Testing Agreement, be sure to change the title on your agreement to "Testing Agreement."

5.1 All rights to any invention conceived and reduced to practice as a direct result of the performance of the work conducted under this Agreement **[using the study drug -- delete if not applicable]** in accordance with the protocol provided by Sponsor to Institution shall belong to Sponsor. Institution agrees to assign to Sponsor, at the request of Sponsor, the sole and exclusive ownership thereto, upon payment of costs by Sponsor, if any, incurred by Institution in the filing, prosecution, issuance and/or maintenance of any patent application or patent issuing thereon. Further prosecution and costs, if any, shall thereafter be borne by Sponsor.

NOTE: USE OF THE CLAUSE INTENDED FOR TESTING AGREEMENTS IN A LAB STUDY AGREEMENT WILL NECESSITATE PROCESSING ON FORM G.

6. PUBLICATION AND CONFIDENTIALITY

6.1 The parties reserve the right to publish or otherwise make public the data resulting from the Study. The party so wishing to publish or make public shall submit any manuscript or release to the other party for comment 30 days prior to publication or release.

6.2 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, such approval shall not be unreasonably withheld.

6.3 Each party shall hold in confidence for 3 years after the termination of this Agreement any confidential information identified as confidential and obtained from the other party during the term of this Study. Nothing herein, however, shall prevent Institution or any other component of System from using any information generated hereunder for ordinary research and educational purposes.

7. GENERAL

7.1 This Agreement, including the attached Exhibit A and B, constitutes the entire and only Agreement between the parties relating to the Study, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto, may be made except by a written document signed by the duly authorized representatives of the parties.

7.2 Any conflicts between the Project and this Agreement are controlled by this Agreement.

7.3 This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7.4 This Agreement anticipates educational training and may involve health science postgraduates and other students of the Institution.

7.5 Any notice required by this Agreement must be given by prepaid, first class, certified mail, return receipt requested, addressed to:

INSTITUTION

ATTENTION: _____
FAX: _____
PHONE: _____

or in the case of SPONSOR to:

ATTENTION: _____
FAX: _____
PHONE: _____

or other addresses as may be given from time to time under the terms of this notice provision.

IN WITNESS WHEREOF, Institution and Sponsor hereby enter into this Agreement as of the Effective Date, and execute 2 original counterparts.

Sponsor

By: _____
Title: _____
Date: _____

The University of Texas _____

By: _____
Title: _____
Date: _____

I have read this Agreement and understand my obligation hereunder:

By: _____
Principal Investigator

Date: _____

By: _____
Chairman, Department of _____

Date: _____

By: _____
Head, Division of _____

Date: _____

Make Payment to:

The University of Texas _____

Attn: _____

_____, TX _____

Tax I.D. _____

[License Checklist](#) | [Intellectual Property Section Homepage](#) | [Copyright Crash Course](#)

University of Texas System | Office of General Counsel

Comments to gharper@utsystem.edu

Last updated: December 31, 2003
