**MEMORANDUM OF UNDERSTANDING BETWEEN MULTIPLE SPONSORS**

**ON A CLINICAL TRIAL AGREEMENT WITH UT\_\_\_\_\_\_\_\_\_\_\_**

This Agreement (“Agreement”) is by and between The University of Texas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“UT\_\_\_\_\_\_”), a component institution of The University of Texas System; [ X ] (“Sponsor #1”); and [ Y ] (“Sponsor #2”). Based upon the Recitals below and in consideration of the mutual benefits, terms, and conditions set forth herein, the parties hereby agree as follows:

**RECITALS**

A. UT\_\_\_\_\_\_\_ and [Name of Principal Investigator], who is a faculty member of UT\_\_\_\_\_\_\_\_ (“Principal Investigator”), are performing a study entitled “\_\_\_\_\_\_\_\_\_\_\_\_” (“Study”).

B. Sponsor #1 owns all right, title, and interest in drug \_\_\_\_\_\_\_\_\_\_\_ and Sponsor #2 owns all right, title, and interest in drug \_\_\_\_\_\_\_\_\_\_\_\_.

C. The Study will involve the combined use of Sponsor #1’s study drug, \_\_\_\_\_\_\_\_\_\_, and Sponsor #2’s study drug \_\_\_\_\_\_\_\_\_\_\_.

D. Sponsor #1 and Sponsor #2 are both supporting the Study by providing their respective study drug.

E. Agreement with Sponsor #1 dated \_\_\_\_\_\_\_\_\_\_\_ (“Sponsor #1 Agreement”) governs the transfer of Sponsor #1’s study drug to UT\_\_\_\_\_\_\_\_ for use in the Study.

F. Agreement with Sponsor #2 dated \_\_\_\_\_\_\_\_\_\_\_ (“Sponsor #2 Agreement”) governs the transfer of Sponsor #1’s study drug to UT\_\_\_\_\_\_\_\_ for use in the Study.

G. The parties, by entering into this Agreement, want to outline their respective rights and interests in the Study, the Study results, and any inventions that arise out of the Study.

**OPERATIVE PROVISIONS**

1. Sponsor #1 acknowledges that (a) its patented drug \_\_\_\_\_\_\_\_\_\_\_\_ will be used in the Study and (b) it is providing financial support and the drug for use in the Study. Notwithstanding any provision of the Sponsor #1 Agreement, and subject to UT\_\_\_\_\_\_\_\_\_’s agreement with Sponsor #2 concerning the Study, Sponsor #1 will have the right to (i) inspect and copy all data and work products relating to the Study, (ii) receive reports about the Study, the results of the Study, and other information about the Study, and (iii) publish and use the Study results and information. Subject to the foregoing, Sponsor #1 will not have any right to view or use the confidential information of Sponsor #2 without the written permission of Sponsor #2.

2. Sponsor #2 acknowledges that (a) its patented drug \_\_\_\_\_\_\_\_\_\_\_\_\_ will be used in the Study and (b) it is providing financial support and the drug for use in the Study. Notwithstanding any provision of the Sponsor #2 Agreement [As cited if Recital F], and subject to UT\_\_\_\_\_\_\_\_\_\_\_’s agreement with Sponsor #1 concerning the Study, Sponsor #2 will have the right to (i) inspect and copy all data and work products relating to the Study, (ii) receive reports about the Study, the results of the Study, and other information about the Study, and (iii) publish and use the Study results and information. Subject to the foregoing, Sponsor #2 will not have any right to view or use the confidential information of Sponsor #1 without the written permission of Sponsor #1.

3. Notwithstanding any provisions of the Sponsor #1 Agreement or the Sponsor #2 Agreement, ownership of any inventions arising out of the study will be determined in accordance with United States patent law.

4. Notwithstanding any provisions of the Sponsor #1 Agreement or the Sponsor #2 Agreement, if Sponsor #1 or Sponsor #2 terminates its support of the Study, then UT\_\_\_\_\_\_\_\_ may terminate the Study in its sole discretion.

5. In the event of any conflict between the terms of this Agreement and either of the Sponsor #1 Agreement or the Sponsor #2 Agreement, the terms of this Agreement will control and govern.

6. All terms, conditions and provisions of the Sponsor #1 Agreement and the Sponsor #2 Agreement are continued in full force and effect and will remain unaffected and unchanged except as specifically amended hereby.

7. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supercedes any prior or contemporaneous agreements, whether oral or written.

8. This Agreement will be governed by the laws of the State of Texas without regard to its conflicts of law provisions.

9. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, but all of which together will be one and the same instrument.

ASCCEPTED AND AGREED TO:

**THE UNIVERSITY OF TEXAS**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPONSOR #1**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SPONSOR #2**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_