**SPONSORED RESEARCH AGREEMENT**

**(No Intellectual Property)**

This Sponsored Research Agreement (the “Agreement”) is made between The University of Texas \_\_\_\_\_\_\_\_, (“University”), a component institution of The University of Texas System (“System”) and \_\_\_\_\_\_\_\_, a corporation with its principal place of business at \_\_\_\_\_\_\_\_\_\_ (“Sponsor”).

**RECITALS**

A. Sponsor desires that University perform certain research work hereinafter described and is willing to sponsor such research.

B. University is willing to perform the research.

C. Neither party anticipates that any new intellectual property will result from the research.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, the University and Sponsor agree as follows:

**1. EFFECTIVE DATE**

This Agreement shall be effective as of \_\_\_\_\_\_\_\_\_\_ (the “Effective Date”).

**2. RESEARCH PROGRAM**

2.1 University will use its own facilities and its reasonable best efforts to conduct the research program described in Attachment A ("Research Program") under the direction of \_\_\_\_\_\_\_\_\_\_ or [his or her] successor as mutually agreed to by the parties (the "Principal Investigator").

2.2 The Research Program shall be carried out from the Effective Date through and including \_\_\_\_\_\_\_\_\_\_ (the "Term"). The parties may extend the Research Program under mutually agreeable terms.

2.3 Sponsor understands that University’s primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined solely by the Principal Investigator. University does not guarantee specific results.

2.4 Sponsor understands that University may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights via this Agreement to other research.

**3. COMPENSATION**

3.1 As consideration for University's performance, Sponsor will pay the University an amount equal to its expenditures and reasonable overhead in conducting the Research Program subject to a maximum expenditure limitation of $\_\_\_ . An initial payment of $\_\_\_ shall be made upon execution of this Agreement, and subsequent payments shall be made as follows:

3.2 Sponsor will make payments to The University of Texas [at \_\_\_\_\_\_\_\_\_], referencing the Principal Investigator and Research Program title, to the following address: [address].

3.3 The Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Program remains unchanged. After termination in compliance with the provisions of Section 10, University will return to Sponsor all uncommitted and unexpended funds.

3.4 University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.

**4. COMMUNICATION AND REPORTS**

4.1 Sponsor's designated representative for communications with the Principal Investigator shall be \_\_\_\_\_\_ or any other person Sponsor may designate in writing to University and the Principal Investigator ("Designated Representative").

4.2 The Principal Investigator will make up to \_\_\_\_\_ oral reports and one written report summarizing the work completed each year of the Research Program. The Principal Investigator shall also submit a comprehensive final report within one hundred twenty (120) days after termination of the Agreement. The [Office of Accounting] will submit a financial report of related Research Program expenses within [\_\_\_\_\_\_\_ (\_\_\_\_)] days after termination.

**5. PUBLICITY**

Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by The Texas Public Information Act or other law or regulation. University, however, shall have the right to acknowledge Sponsor’s support of the investigations under this Agreement in scientific or academic publications or communications, without Sponsor’s prior approval. In any permitted statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

**6. PUBLICATION**

The University and the Principal Investigator have the right to publish or otherwise publicly disclose information gained in the course of the Research Program. In order to avoid disclosure of confidential information provided to University by the Sponsor in accordance with Section 7 of this Agreement, University will submit any prepublication materials to Sponsor for review and comment at least sixty (60) days prior to planned submission for publication. Sponsor shall notify University within thirty (30) days of receipt of such materials whether they contain Sponsor's confidential information as described in Section 7. Subject to its obligation not to disclose Sponsor's confidential information, University shall have the final authority to determine the scope and content of any publications.

**7. CONFIDENTIAL INFORMATION**

The parties may wish to disclose confidential information to each other in connection with work contemplated under this Agreement (“Confidential Information”). Each party will use reasonable efforts to prevent the disclosure of the other party’s Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party’s obligation shall not apply to information that:

1. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
2. is already in the recipient party’s possession at the time of disclosure;
3. is or later becomes part of the public domain through no fault of the recipient party;
4. is received from a third party having no obligations of confidentiality to the disclosing party;
5. is independently developed by the recipient party; or
6. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (f), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

**8. LIABILITY**

8.1 Sponsor agrees to indemnify and hold harmless System, University, their Regents, officers, agents and employees from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities performed by University under this Agreement; provided, however, that the following is excluded from Sponsor’s obligation to indemnify and hold harmless:

a. the negligent failure of University to substantially comply with any applicable governmental requirements; or

b. the negligence or willful malfeasance of any Regent, officer, agent or employee of University or System.

8.2 Both parties agree that upon receipt of a notice of claim or action arising out of the Research Program, the party receiving such notice will notify the other party promptly. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against University, System, their Regents, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General, University agrees to cooperate with Sponsor in the defense of such claim or action.

**9. INDEPENDENT CONTRACTOR**

For the purposes of this Agreement and all services to be provided hereunder, the parties are independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided herein or authorized in writing.

**10. TERM AND TERMINATION**

10.1 This Agreement may be terminated by the written agreement of both parties.

10.2 In the event that either party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement may be terminated upon written notice at the option of the party not in default upon expiration of the sixty (60) day period.

10.3 Termination or cancellation of this Agreement shall not affect the rights and obligations of the parties accrued prior to termination. Upon termination, Sponsor shall pay University for all reasonable expenses incurred or committed to be expended as of the effective termination date, including salaries for appointees for the remainder of their appointment.

10.4 Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

**11. ATTACHMENTS**

Attachment A is incorporated and made a part of this Agreement for all purposes.

**12. GENERAL**

12.1 This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that subject to the approval of University, which may not be unreasonably withheld, Sponsor may assign this Agreement to any purchaser or transferee of all or substantially all of Sponsor’s assets or stock upon prior written notice to University, and University may assign its right to receive payments hereunder.

12.2 This Agreement constitutes the entire and only agreement between the parties relating to the Research Program, and all prior negotiations, representations, agreements and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

12.3 Any notice required by this Agreement by Articles 8, or 10 shall be given by prepaid, first class, certified mail, return receipt requested, addressed in the case of University to:

UNIVERSITY
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or in the case of Sponsor to:

SPONSOR
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

Notices and other communications regarding the day-to-day administration and operation of this Agreement shall be mailed (or otherwise delivered), and addressed in the case of University to:

UNIVERSITY
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

or in the case of Sponsor to:

SPONSOR
ADDRESS
CITY, STATE ZIP
ATTN: (CONTACT PERSON)
FAX:
PHONE:

12.4 This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Texas.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**SPONSOR**

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

**UNIVERSITY OF TEXAS**

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