**THE UNIVERSITY OF TEXAS [COMPONENT]**

**EDUCATIONAL RESEARCH AGREEMENT**

THIS AGREEMENT, made and entered into on this [date] day of [month], 20[yr], by and between [Sponsor Name] with its principal administrative offices at [Sponsor Address] (hereinafter called SPONSOR) and The University of Texas [Component], a state agency governed by the Board of Regents of The University of Texas System (hereinafter called UNIVERSITY).

**RECITALS**

A. SPONSOR desires that UNIVERSITY perform certain research described in Attachment A and entitled “[Title of Research]” (the RESEARCH).

B. UNIVERSITY has agreed to do so under the terms and conditions hereinafter set forth.

**NOW THEREFORE**, the parties hereto mutually covenant and agree as follows:

**1. PERIOD OF PERFORMANCE**

The period of performance under this AGREEMENT is specified as [Start Date] through [End Date] unless sooner terminated (TERM). Either party to this AGREEMENT may terminate the AGREEMENT by giving not less than thirty (30) days advance written notice in accordance with the terms herein.

**2. KEY PERSONNEL**

The RESEARCH will be under the direction of [Principal Investigator] or his/her successor as mutually agreed to by the parties hereto (hereinafter referred to as the PRINCIPAL INVESTIGATOR) and will be conducted by the Center for Applied Research in Education at the UNIVERSITY.

**3. RESEARCH**

3.1 UNIVERSITY will use its best efforts to conduct the RESEARCH (herein so called) described in Attachment A, attached hereto and incorporated herein, and will utilize its own facilities as well as those provided by SPONSOR to carry out said RESEARCH.

3.2 SPONSOR understands that UNIVERSITY’s primary mission is education and advancement of knowledge, and, consequently, the RESEARCH will be designed to carry out that mission. The manner of performance of the RESEARCH shall be determined solely by the PRINCIPAL INVESTIGATOR. UNIVERSITY does not guarantee specific results, and the RESEARCH will be conducted only on a best efforts basis.

3.3 UNIVERSITY will keep accurate financial and scientific records relating to the RESEARCH and will make such records available to SPONSOR or its authorized representative throughout the TERM of the AGREEMENT during normal business hours upon reasonable notice.

3.4 SPONSOR understands that UNIVERSITY may be involved in similar research through the same or other researchers on behalf of itself and others. UNIVERSITY shall be free to continue such research, and SPONSOR shall not gain any rights via this AGREEMENT to such other research.

**4. COMPENSATION**

4.1 As consideration for the performance by UNIVERSITY of its obligations under this AGREEMENT, SPONSOR will pay UNIVERSITY an amount equal to its expenditures and reasonable overhead in conducting the RESEARCH subject to a maximum expenditure limitation of $[Amount]. An initial payment of $[Amount] shall be made at the time of execution of this AGREEMENT, and subsequent payments shall be made as described in Attachment B.

4.2 UNIVERSITY shall retain title to all equipment purchased and/or fabricated by it with funds provided by SPONSOR under this AGREEMENT.

**5. LIABILITY**

5.1 UNIVERSITY shall, to the extent authorized under the constitution and laws of the State of Texas, hold SPONSOR harmless from liability resulting from UNIVERSITY’s negligent acts or omissions pertaining to its activities carried out by reason of its obligations under this AGREEMENT; provided, however, UNIVERSITY shall not hold SPONSOR harmless from any claims, demands or causes of action arising in favor of any person or entity, and growing out of, incident to, or resulting from the negligence or willful malfeasance of SPONSOR, its officers, agents, representatives, or employees, or any person or entity not subject to UNIVERSITY’s supervision or control.

5.2 SPONSOR shall, to the extent authorized under the Constitution and laws of the State of Texas, hold UNIVERSITY harmless from liability resulting from SPONSOR’s negligent acts or omissions pertaining to its activities carried out by reason of its obligations under this AGREEMENT; provided, however, SPONSOR shall not hold UNIVERSITY harmless from any claims, demands or causes of action arising in favor of any person or entity, and growing out of incident to, or resulting from the negligence or willful malfeasance of UNIVERSITY, its officers, agents, representatives, or employees, or any person or entity not subject to SPONSOR’s supervision or control.

**6. TERMINATION**

Either party hereto may terminate this AGREEMENT at any time by giving not less than thirty (30) days advance written notice to the other party. In case of termination, SPONSOR shall be liable for all reasonable costs incurred or committed by UNIVERSITY pursuant to the RESEARCH prior to said termination and shall pay UNIVERSITY for same on receipt of a final invoice.

**7. CONFIDENTIAL INFORMATION**

The parties may wish, from time to time, in connection with work contemplated under this AGREEMENT, to disclose confidential information to each other. Each party will use reasonable efforts to prevent the disclosure of any of the other party’s confidential information to third parties for a period of three (3) years from receipt thereof, provided that the recipient party’s obligation hereunder shall not apply to information that:

* 1. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure;
  2. is already in the recipient party’s possession at the time of disclosure thereof;
  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.

**8. PUBLICATION**

Subject to the provisions of Section 7, UNIVERSITY shall have the right at its discretion to release information or to publish any material resulting from the RESEARCH. UNIVERSITY will furnish SPONSOR with a draft copy of any proposed publication thirty (30) days in advance of proposed publication date. SPONSOR agrees to limit circulation and use of such materials to internal distributions within SPONSOR and agrees that such distribution will be solely for the purposes of review and comment unless otherwise agreed in writing by UNIVERSITY. SPONSOR may request UNIVERSITY to delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any Inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis or dissertation. UNIVERSITY shall give SPONSOR the option of being acknowledged in such publication for its sponsorship of the RESEARCH.

**9. INVENTIONS AND PATENTS**

Any Invention made during the RESEARCH by UNIVERSITY shall belong to UNIVERSITY, subject to the option specified herein. “Invention” shall mean any discovery, concept, or idea, whether or not patentable or copyrightable, including but not limited to processes, methods, computer software, formulas and techniques, improvements thereof, and know-how relating thereto. An Invention is “made during the RESEARCH” if it arises from work performed pursuant to the RESEARCH conducted under this AGREEMENT and is conceived and reduced to practice, actively or constructively, during the term of the AGREEMENT, or is conceived during the term of the AGREEMENT and reduced to practice within six (6) months after termination of the work performed hereunder.

**10. GRANT OF RIGHTS**

To the extent that UNIVERSITY has the legal right to do so, UNIVERSITY hereby grants to SPONSOR an option to negotiate a royalty-bearing license agreement to license any Invention made during the RESEARCH by UNIVERSITY. SPONSOR shall indicate in writing its desire to negotiate a license agreement for any Invention made during the RESEARCH within forty-five (45) days of disclosure of the Invention to SPONSOR by UNIVERSITY. SPONSOR and UNIVERSITY shall be obligated to negotiate in good faith for a period that shall not exceed ninety (90) days from SPONSOR’s indication of interest to negotiate the license agreement, or such period of time as to which the parties may mutually agree. In the event that SPONSOR and UNIVERSITY fail to enter into an agreement during that period of time, the rights to such Invention shall be disposed of in accordance with UNIVERSITY policies, with no further obligation to SPONSOR.

**11. NOTICES**

Any notices given under this AGREEMENT shall be in writing and delivered by first- class mail postage prepaid, addressed to the parties as follows:

TO UNIVERSITY:

The University of Texas [Component]

TO SPONSOR:

**12. MISCELLANEOUS**

This AGREEMENT (a) shall be governed and interpreted by the laws of the State of Texas; (b) together with Schedules A and B sets forth the entire agreement with respect to the subject matter hereof; © may not be modified except by a written instrument signed by UNIVERSITY and SPONSOR.

**IN WITNESS WHEREOF**, these duly authorized representatives of the parties hereby execute this AGREEMENT.

**SPONSOR**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UNIVERSITY OF TEXAS [COMPONENT]**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**READ AND UNDERSTOOD**

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

Principal Investigator