

## SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (“Agreement”) is between BRADLEY UNIVERSITY, organized and existing under the laws of the State of Illinois and having offices at 1501 West Bradley Avenue, Peoria, Illinois 61625 (“UNIVERSITY”), and \_\_\_\_\_, organized and existing under the laws of \_\_\_\_\_ and located at \_\_\_\_\_ (“SPONSOR”). The parties may be referred to individually as “Party” and collectively as the “Parties.”

NOW THEREFORE, in consideration of the mutual interest and benefit of the research to be performed under this Agreement, the Parties agree:

### 1.0. The Research

1.1. **Statement of Work.** UNIVERSITY will use reasonable efforts to perform the research project titled \_\_\_\_\_ and more fully described in the statement of work attached to this Agreement as Exhibit A (“Research”).

1.2. **Principal Investigator.** The Principal Investigator who will direct the Research for UNIVESRITY is \_\_\_\_\_. If the Principal Investigator becomes unable to perform this Agreement for any reason, UNIVERSITY may appoint a successor Principal Investigator with SPONSOR’s written approval. Either Party may terminate this Agreement in accordance with Section 3.5 if the Parties cannot agree on an acceptable successor within a reasonable time frame.

1.3. **Performance Period.** UNIVERSITY will perform the Research during the period \_\_\_\_\_ through \_\_\_\_\_ (“Performance Period”). The Parties may extend the Performance Period by written amendment.

1.4. **Equipment/Supplies.** Title to all equipment and property purchased by UNIVERSITY under this Agreement will be in and remain with UNIVERSITY even after completion or termination of the AGREEMENT except for those items which may be designated as deliverables in Exhibit A.

### 2.0. Research Costs

2.1. **Budget.** SPONSOR will pay to UNIVERSITY the direct and the facilities and administration (“F&A”) costs (collectively “Research Costs”) described in Exhibit B (“Budget”) that UNIVERSITY incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. SPONSOR is not liable for costs other than the Research Costs described in the Budget, and UNIVERSITY is obligated to perform only the Research funded by SPONSOR.

2.2. **Payment Schedule.** SPONSOR will pay to UNIVERSITY the Research Costs in U.S. dollars as follows: [SELECT ONE]

This is a cost-reimbursement agreement. No more frequently than monthly, UNIVERSITY will submit invoices to SPONSOR evidencing the actual Research Costs incurred by UNIVERSITY in performing the RESEARCH. SPONSOR will pay the full amount due within thirty (30) days from its receipt of an invoice.

This is a fixed-price agreement. Within thirty (30) days of the Effective Date, SPONSOR will pay UNIVERSITY or \$ \_\_\_\_\_ upon the Effective Date (Section 3.1), and \$ \_\_\_\_\_ thereafter as follows: \_\_\_\_\_ for total compensation of \$ \_\_\_\_\_.

2.3. **Remittance.** SPONSOR will pay UNIVERSITY by check made payable to “Bradley University” and mailed to:

Bradley University  
Office of the Controller  
Attn: Dennis Koch  
1501 West Bradley Avenue  
Peoria, IL 61625  
U.S.A.

### 3.0. **Effective Date and Termination**

3.1. **Effective Date.** This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: (“Effective Date”).

3.2. **Expiration.** This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section.

3.3. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing 30 days advance written notice to the other Party.

3.4. **Termination for Breach.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.5. **Immediate Termination.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; (c) SPONSOR’s failure to pay promptly; or (d) either Party is debarred or excluded from participating in any government program.

3.6. **Effect of Termination.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations,

even though obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Research Costs incurred through the termination date. Termination will not affect the Parties' rights and obligations accrued prior to termination.

#### 4.0. Consultation and Reports

4.1. **Designated Representative.** SPONSOR's Designative Representative ("Designated Representative") for consultation and communications with the Principal Investigator shall be XXXXXXXX or such other person as SPONSOR may designate in writing to UNIVERSITY and the Principal Investigator.

4.2. **Consultation.** [SAMPLE CLAUSE – may be revised according to a specific arrangement between SPONSOR and UNIVERSITY] During the term of the Agreement, the Designated Representative may consult informally with UNIVERSITY'S representatives (Section 10.14) regarding the Research and terms covered under this Agreement both personally and by telephone. Access to work carried out on-site at the UNIVERSITY in the course of these consultations shall be entirely under the control of UNIVERSITY personnel but shall be made available on a reasonable basis.

4.3. **Reports.** [SAMPLE CLAUSE – may be revised according to a specific arrangement between SPONSOR and UNIVERSITY] The Principal Investigator will make up two (2) oral report(s) during the term of this Agreement as requested by the Designated Representative. The Principal Investigator will also submit a final written report within ninety (90) days of expiration (Section 3.2) of the Agreement which shall consist of a report of all activities undertaken and accomplishments achieved during the Performance Period.

#### 5.0. Publicity, Publication/Public Presentations

5.1. **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 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 and other scientific or academic communications without SPONSOR's prior approval. In any statements, the scope and nature of participation shall be described accurately and appropriately.

5.2. **Review Period.** UNIVERSITY researchers may publish or publicly disclose non-confidential Research results without SPONSOR interference after providing SPONSOR a 20-day period for review and comment (such materials will be submitted to SPONSOR for review and comment 30 days in advance of its planned submission for publication or presentation). Upon written notice by SPONSOR that the proposed publication contains SPONSOR Confidential Information or enabling disclosures of Inventions (as defined below), UNIVERSITY will either revise the publication to eliminate such disclosures, or will delay publication for a limited period in its discretion to allow for preparation and filing of U.S. patent applications. The Parties will cooperate so that student theses and faculty scholarly publications are not adversely affected by any delay.

## 6.0 Intellectual Property

6.1 **Inventions.** “Inventions” means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. UNIVERSITY shall own all Inventions first conceived and actually reduced to practice solely by UNIVERSITY employees or solely by SPONSOR employees through significant use of UNIVERSITY resources (“UNIVERSITY Inventions”). SPONSOR shall own all Inventions otherwise first conceived and actually reduced to practice solely by SPONSOR employees (“SPONSOR Inventions”). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both UNIVERSITY and SPONSOR employees (“Joint Inventions”).

6.2. **Licensing.** For any UNIVERSITY Invention or Joint Invention, UNIVERSITY grants to SPONSOR (a) a non-exclusive, non-transferrable, royalty-free license to practice the Invention for non-commercial purposes; and (b) the option to negotiate a non-exclusive royalty commercial license. The negotiation period for the sole license will be 60 days from the Effective Date of this Agreement.

6.3. **Background Intellectual Property.** Nothing in this Agreement grants to either Party any rights or interest in the other Party’s Background Intellectual Property (“Background Intellectual Property”). “Background Intellectual Property” means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

6.4. **Confidentiality of Invention Disclosures.** UNIVERSITY will promptly notify SPONSOR of any Invention disclosure received by its Office of Sponsored Programs (OSP) or the Associate Provost for Research pertaining to the performance of the Research. SPONSOR shall treat all UNIVERSITY Invention Disclosures as Confidential Information. SPONSOR’s obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of SPONSOR. Each Party will promptly notify the other of any Joint Inventions.

### 6.5. Patents

6.5.1. **Patent Filing.** UNIVERSITY may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any UNIVERSITY or Joint Invention. UNIVERSITY also will, at SPONSOR’s request and expense, file patent applications in the United States for UNIVERSITY or Joint Inventions. SPONSOR will make any such request to UNIVERSITY in writing and within 60 days of UNIVERSITY’s notice of Invention disclosure or such period of time as the parties shall mutually agree. UNIVERSITY will keep SPONSOR promptly informed regarding the status of any patent application filed at SPONSOR’s expense and will give SPONSOR reasonable opportunity to comment.

6.5.2. **Foreign Filing Election.** SPONSOR will notify UNIVERSITY of any foreign countries in which SPONSOR desires a license at least 60 days prior to the respective foreign filing due date.

6.5.3. **Costs.** If SPONSOR requests UNIVERSITY to file a patent application or if SPONSOR elects to license UNIVERSITY inventions for commercial use (Section 6.2), SPONSOR will pay UNIVERSITY, within 30 days of invoice date, all documented costs to secure and maintain the patents.

6.5.4. **No Guarantee.** UNIVERSITY does not guarantee that any patent rights will result from the Research, that the scope of any patent rights obtained will cover SPONSOR's commercial interests, or that any such patent rights will be free of dominance by other patents, including those based upon inventions made by other inventors in the UNIVERSITY independent of the Research.

## 6.6. Copyrights

6.6.1. **Ownership.** Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

6.6.2. **Internal Use License.** UNIVERSITY grants to SPONSOR a non-exclusive, royalty-free license for SPONSOR's internal research purposes to use, reproduce, prepare derivative works, display, distribute, and perform all UNIVERSITY-owned Copyrightable Works other than computer software and its documentation and informational databases provided that SPONSOR shall not have the right to distribute copies or derivative works to third parties. For UNIVERSITY-owned Copyrightable Works that are identified as deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, UNIVERSITY grants to SPONSOR for SPONSOR's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

## 7.0. Tangible Research Property.

"Tangible Research Property ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. UNIVERSITY shall hold title to all TRP produced by UNIVERSITY with UNIVERSITY resources; provided, however, that title to TRP identified as deliverable under the Statement of Work will vest in SPONSOR upon delivery by UNIVERSITY.

## 8.0. Disclaimer of Warranties.

UNIVERSITY makes no representations or warranties, express or implied, regarding its performance under this Agreement. UNIVERSITY disclaims any warranty of merchantability, use or fitness for a particular purpose and non-infringement of any intellectual property rights with regard to data, inventions, copyrightable works, TRP, or other Research results provided by University.

## 9.0. Limitation of/Release from Liability

9.1. **Limitation of Liability.** UNIVERSITY shall not be liable to SPONSOR for indirect, special, consequential, punitive, incidental or other damages (including lost revenue, profits, use, data, or other economic loss or damage) however caused and regardless of theory of liability (whether for breach or in tort, including negligence) arising from, related to, or connected with sponsor's use of data, Inventions, Copyrightable works, TRP, or any other Research results provided by UNIVERSITY, even if UNIVERSITY was advised of the possibility of such damage.

9.2. **Release from Liability.** SPONSOR releases UNIVERSITY and its Trustees, officers, employees, and agents from all liability, and shall be responsible, for any and all costs, damages, and expenses, including attorney fees, arising from any claims, damages, and liabilities asserted by third parties in connection with or arising from SPONSOR's use of data, Inventions, Copyrightable Works, TRP, or any other Research results provided by UNIVERSITY.

## 10.0. General Provisions

10.1. **Use of Names.** Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party except as required by law or regulation. UNIVERSITY, however, shall have the right to acknowledge SPONSOR's support of the Research under this Agreement in scientific or academic publications and other scientific or academic communications. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Director of the Office of Sponsored Programs as listed in Section 10.14.

10.2. **Relationship of the Parties.** Neither Party is agent, employee, legal representative, partner, or joint venture of the other. Neither party has the power or right 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 for herein or authorized in writing.

10.3. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

10.4. **Third Party Beneficiaries.** This Agreement does not create any rights, or rights of enforcement, in third parties.

10.5. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

10.6. **Merger.** This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued

by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

10.7. **Amendments.** No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

10.8. **Counterparts.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

10.9. **Assignments.** This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

10.10. **Force Majeure.** Each Party will be excused from the performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

10.11. **Resolution of Disputes.** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Section 3.0.

10.12. **Survival.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

10.13. **Waiver.** No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

10.14. **Notices.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (1) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to the Research:*

Bradley University  
Attn:  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone:  
Email:

UNIVERSITY: *For matters related to the Sponsored Research Agreement, intellectual property and licensing, publicity, and/or use of name:*

Bradley University  
Office of Sponsored Programs  
Attn: Sandra Shumaker, Executive Director  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone: 309-677-3777  
E-mail: sshumaker@fsmail.bradley.edu

UNIVERSITY: *For matters related to fiscal management and accounting:*

Bradley University  
Office of the Controller  
Attn: Dennis Koch, Assistant Controller  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone: 309-677-3119  
E-mail: sshumaker@fsmail.bradley.edu

SPONSOR:

10.15. **Authorized Signatories.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract:

Bradley University

Sponsor

\_\_\_\_\_  
Gary Anna, Vice President  
for Business Affairs

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name Title]

\_\_\_\_\_  
Date

Understood and Agreed *Principal Investigator(s)*:

\_\_\_\_\_  
[Name Title]

\_\_\_\_\_  
Date