

COLLABORATIVE RESEARCH AGREEMENT

This Collaborative Research Agreement (“Agreement”), having an effective date (“Effective Date”) as of the date of the last signature hereto, is entered into by and between Bradley University (“UNIVERSITY”), organized and existing under the laws of the State of Illinois and having offices at 1501 West Bradley Avenue; and XXXXXXXXXXX, organized and existing under the laws of XXXXXXXXXXX and having offices at XXXXXXXXXXX. 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 Research Project

1.1. **Research Project.** UNIVERISTY and XXXX desire to undertake research activities as described in the Scope of Work Statement set forth in Exhibit A (“Research”).

1.2. **Principal Investigators.** Research activities conducted by each Party will be supervised by a Principal Investigator named herein. If, for any reason, such person is unable to continue to serve as Principal Investigator, and a successor acceptable to all Parties is not available, then either Party may terminate this Agreement as provided for in Article 2.3. below.

(a) The Principal Investigator for Bradley UNIVERSITY (“University PI”) is:

(b) The Principal Investigator for XXXXXXXXXXX (“XXXXXXXX PI”) is:

The Principal Investigators may be referred to individually as “PI” and collectively as “PIs.”

1.3. **Performance Period.** Each Party shall conduct activities described in the Research Project during the period _____ through _____ (“Performance Period”). The Parties may extend the Performance Period by written amendment.

2.0 Termination

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

2.2. **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.

2.3. **Immediate Termination.** Either Party may terminate this Agreement effective immediately upon notice to the other if the Parties cannot agree on an acceptable successor Principal Investigator.

2.4. **Effect of Termination.** If the Research Project and this Agreement are terminated, XXXXX Materials received pursuant to this Agreement by the UNIVERSITY shall, at the request of XXXXX, be returned to XXXXX or properly destroyed, and University Materials received pursuant to this Agreement by XXXXX shall, at the request of the UNIVERSITY, be returned to UNIVERSITY or properly destroyed. Termination will not affect the Parties' rights and obligations accrued prior to termination.

3.0. **Transfer of Materials Among Parties.**

3.1. **In General.** It is expected that XXXXXXXX will transfer to the UNIVERSITY materials developed outside the performance of the Research under this Agreement, and the UNIVERSITY will transfer to XXXXXXXXXX materials developed outside the performance of the Research under this Agreement as set forth in a separately executed Material Transfer Agreement.

3.2. **Ownership of Other Materials Developed.** In addition, other materials developed during the course of the Research Project may be transferred between the parties in the performance of the Research under this Agreement as described in Attachment A. Materials developed solely by XXXXXXXXXX, whether developed before or after the Effective Date, together with progeny and unmodified derivatives, will be owned solely by XXXXXXXXXX ("X Materials"). Materials developed solely by UNIVERSITY, whether before or after the Effective Date, together with progeny and unmodified derivatives, will be owned solely by UNIVERSITY ("University Materials"). Materials developed jointly by researchers from UNIVERSITY and XXXXXXXXXX will be owned jointly ("Jointly Developed Materials"). XXXX Materials, University Materials, and Jointly Developed Materials are sometimes hereinafter referred to as "Research Materials," singly or collectively.

[if blood or other human materials may be exchanged, the parties should confirm that informed consent, IRB and HIPPA requirements, as applicable, have been satisfied.]

3.2. **No Warranties.** All Research Materials transferred in connection with the Research Project are experimental in nature and shall be used with prudence and appropriate caution, since not all of their characteristics are known. ALL RESEARCH MATERIALS ARE PROVIDED WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESSED OR IMPLIED. A Party providing its Research Materials makes no representation or warranty to the receiving party that the use of such Research Materials will not infringe any patent or other proprietary right.

3.3. **Legal Title; Use.** Legal title to any Research Materials transferred hereunder shall be unaffected by this Agreement or the transfer made hereunder. The UNIVERSITY will use XXXXXXXX Materials only in work done in the performance of the Research under this Agreement as described in Attachment A, and only in the University PI's laboratory in research by laboratory personnel under [his/her] immediate and direct control. XXXXXXXX will use University Materials only in work done in the performance of the Research under this Agreement as described in Attachment A and only in the XXXXXXXX PI's laboratory in

research by laboratory personnel under [his/her] immediate and direct control. In addition, during the Performance Period, any Jointly Developed Materials will not be used by the Parties other than in the performance of the Research under this Agreement as described in Attachment A, and only in the PI's laboratories in research by laboratory personnel under the PIs immediate and direct control.

3.4. **Limitations.** Research materials transferred under this Agreement are provided only for use in animals or in vitro. Research materials transferred under this Agreement will not be used in humans, including for purposes of diagnostic testing. Any use of XXXXXX Materials by the University, or of University Materials by XXXXXX, or of Jointly Developed Materials by a party, other than in accordance with this Article 3, is a material breach of this Agreement for purposes of the termination provisions of Article 2 above.

4.0. Confidentiality

4.1. **Definition of Confidential Information.** The term "Confidential Information" means all proprietary, privileged or confidential information in any form furnished by the disclosing party to the receiving party received on or after the Effective Date and during Performance Period (Article 1.3.). For the purposes of this Agreement, Confidential Information includes but is not limited to business agreements, technology concepts, trade secrets, operations, all financial data and information, manuals and financial reports, sales and marketing principals, privileged information, information that could benefit competitors of the disclosing party if disclosed, and all other information regarding the other party or third parties for whom either party or the Parties jointly are performing services and which is not generally known to the public, including Results of Research as described in Article 5.0.

4.2. **Nondisclosure Obligation.** During the Performance Period and for five (5) years from the expiration or earlier termination of this Agreement, the receiving party agrees not disclose or otherwise make available to any third parties the Confidential Information, except as expressly permitted under this Agreement. The receiving party may provide Confidential Information to its employees and agents (collectively "Representatives") who have a need to know the Confidential Information for the performance of the Research, provided such Representatives first sign an acknowledgement of this agreement reflecting their agreement to be bound by it. A copy of such acknowledgement shall be provided promptly to the disclosing party. The receiving party will be responsible for any unauthorized use, reproduction, or disclosure of Confidential Information by its Representatives. The receiving party will use the disclosing party's Confidential Information solely for the performance of the Research, and for no other purpose. The receiving party will exercise the same degree of care to safeguard the Confidential Information as it uses to safeguard its own confidential, proprietary and privileged information, but in no event less than a reasonable degree of care.

4.3. **Exclusions.** Confidential Information does not include information that: (a) is or later becomes available to the public through no breach of this Agreement; (b) is obtained from a third party who had the legal right to disclose the information; (c) as of the date of disclosure, is already in the possession of the party to whom disclosure is made; (d) is required to be disclosed by law, government regulation, or court order; or (e) is explicitly approved in writing for release by disclosing party.

4.4. **Disclosure Required by Law.** Receiving party will promptly notify disclosing party of any demand to disclose Confidential Information made under authority of law, including but not limited to an order of a court of competent jurisdiction or administrative body, a subpoena, or a valid public records request. To the extent legally permissible and as soon as practicable, receiving party will notify the disclosing party of the demand and will disclose only such Confidential Information as the demand requires. In no event will receiving party be in breach of this Agreement for its good faith compliance with applicable law.

5.0 Results of the Research Project

5.1. **In General.** Each party will keep the other parties informed of research results obtained from its work in connection with the performance of the Research. Information shared in accordance with this paragraph shall be treated as confidential by the party to which it is disclosed (even if not identified as confidential by the disclosing party), and shall be handled by that party in accordance with the terms of Article 3 above. Each party shall have an unrestricted right to use for its own internal research purposes all research results, including without limitation any Sole Invention (Article 5.3.) of its own and any Joint Invention (Article 5.4.) obtained from the Research Project.

[if the research results will be tangible, for example a genetically modified mouse, the agreement should provide that the party generating the research results will make a reasonable number of samples of the results available to the other parties as soon as the results have been generated.]

5.2. **Inventions.** For purposes of this Agreement, an “Invention” is any invention or discovery, whether patentable or nonpatentable, or copyrightable or non-copyrightable, that is conceived reduced to practice in the performance of the Research under this Agreement as described in Attachment A. Inventorship (“Inventorship”) of Inventions will be determined in accordance with principals of U.S. patent law. In the case of a non-patentable Invention, inventorship will be determined under such principles by treating such Invention as if it were patentable. If an Invention is made by more than one inventor, and at least one inventor is required to assign rights in the Invention to the Party of the other inventor, the Invention shall be jointly owned by the parties who are assigned/licensed rights in the Invention (each, a “Joint Invention”).

[if this is a software-related collaboration, consider amending this paragraph as needed to change focus from patent to copyright (or expand to cover both).]

5.3. **Licensing of Sole Inventions.** Each of the XXXXXXXXXXXX and the UNIVERSITY separately reserve the right to license its interest in any Sole Invention, subject to the other party’s right to use the Sole Invention for its own internal research purposes, and the UNIVERSITY or XXXXXX, as the case may be, shall have no right to compensation in connection with any such license granted by the other party to any third party.

5.4. **Licensing of Joint Inventions.** Subject to: (a) the extent that the University has a legal right to do so, and (b) the right of the UNIVERSITY to use each Joint Invention for its own internal research purposes, UNIVERSITY hereby grants to XXXXX the first right to negotiate for a nonexclusive sole commercial license on reasonable commercial terms to use the UNIVERSITY’s interest in any Joint Invention. The option to negotiate with respect to any such Joint Invention shall be valid and exercisable for a period of 60

days after the UNIVERSITY notifies XXXXXX of the Joint Invention and, if XXXXXXXXXXXX exercises the option within that period, then XXXXXXXXXXXX shall have 120 days after exercise of the option within which to execute a license. The 120-day period may be extended by mutual agreement of the UNIVERSITY and XXXXXXXXXXXX. If, with respect to any Joint Invention, either XXXXXXXXXXXX does not exercise its option within the option period for that Invention or the UNIVERSITY and XXXXXXXXXXXX are unable to agree on the terms of a license within the negotiation period, then UNIVERSITY shall be free to license its interest in such Inventions to others without further obligation to XXXXXXXXXXXX.

[if the research results will include a genetically modified strain, the agreement should provide that the UNIVERSITY may send samples of any genetically modified mouse arising from the Research Project to a repository such as the Jackson Laboratory or a Mutant Mouse Regional Resource Center, after publication of the mouse strain, so that the mouse strain will be generally available to other research scientists.]

5.5. Indemnification for Commercial Use. In the event that XXXXXXXXXXXX, any affiliate, licensee or sublicensee thereof, or any third party on behalf of or for the account of XXXXXXXXXXXX, uses a Joint Invention for any commercial purpose (“Commercial Use”), including without limitation the development or derivation of a product or service from such Joint Invention (collectively, a “Product”) and there is no license agreement in place between UNIVERSITY and XXXXXXX with respect to such Invention, the UNIVERSITY and its respective trustees, directors, officers, employees and agents (collectively, “Indemnitees”), will be indemnified, defended by counsel acceptable to the UNIVERSITY, and held harmless by XXXXXXX from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature (including, without limitation, reasonable attorneys’ fees and other costs and expenses of defense) (collectively, “Commercial Use Claims”), based upon, arising out of, or otherwise relating to any Commercial Use of any Product by any person or entity (including any Indemnitee), including without limitations any cause of action relating to product liability. The previous sentence will not apply to any Commercial Use Claim that is determined with finality by a court of competent jurisdiction to result solely from the gross negligence or willful misconduct of an Indemnitee.

In the event that the UNIVERSITY grants a third party a license for the commercialization of an Invention that is jointly owned by the UNIVERSITY and XXXXXXXXXXXX, and XXXXXXXXXXXX is not a party to said license, then UNIVERSITY shall include language in any such license so that XXXXXXX is indemnified by the third party licensee thereunder.

Without limiting the foregoing, no party hereto shall have any obligation or liability under any agreement by which another party (the “Licensing Party”) licenses or sublicenses a Sole Invention of the Licensing Party or the Licensing Party’s interest in a Joint Invention.

6.0 Publication

It is contemplated that results of the Research Project will be jointly published; however, the UNIVERSITY and XXXXXXXXXXXX each separately reserve the right to publish information and data generated in the course of the Research Project. The parties agree to abide by the policies of journals in which publications will appear as to such matters as the public release or availability of data or biological materials relating to the publication. Authorship of results of the Research Project will be determined in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party

to the research results being published. If a proposed publication is not a joint publication, the party wishing to make the publication shall provide a copy of the manuscript or abstract to the other party at least 30 days prior to publication in order to allow the other party an opportunity to identify proprietary information or intellectual property that might be disclosed by the manuscript or abstract. In addition, a party will not publish Confidential Information received from the other party (not to include results, information, data or materials generated in the performance of the Research under this Agreement) without such other party's consent. Once results, information, data and materials generated in the performance of the Research under this Agreement have been published, the confidentiality restrictions of this Agreement shall no longer apply to them.

7.0 General Provisions

7.1. **Roles and Responsibilities.** 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. Each party is responsible and liable to the other parties only for its own acts and omissions, and the acts and omissions of its trustees, directors, officers, employees, and agents, ("Indemnitees") relating to the performance of the Research under this Agreement or to any Research materials that have been transferred to it in connection with the performance of the Research under this Agreement. Each Party agrees to indemnify, defend with counsel acceptable to the other Party, and hold the other Party its trustees, directors, officers, employees, and agents harmless from any claim, liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "Claims") resulting from the indemintor's acts or omissions, or those of its trustees, directors, officers, employees, or agents, under, arising out of, or otherwise related to this Agreement, the Research Project or Research Materials transferred in connection with the Research Project, except to the extent such Claims arise out of the gross negligence or intentional wrongdoing of the party seeking indemnification or that of its trustees, directors, officers, employees, or agents. Notwithstanding the foregoing, the terms of Article 5.5. above shall apply to all matters covered thereby.

7.2. **Use of Name.** XXXX shall not use the name or names of UNIVERSITY, or UNIVERSITY PIs, or any abbreviation or variant thereof, in any press release, or in any commercial advertisement or similar material that is used to promote or sell products or services, unless UNIVERSITY obtains in advance the written consent of the named party to such use, and in the case of the use of the name or names of UNIVERSITY PIs, the UNIVERSITY's consent as well.

7.3. **Compliance with Laws and Regulations.** All research done in connection with the Research Project, including all use of Research Materials transferred hereunder, will be done in compliance with all applicable federal, state, or local laws, governmental regulations and guidelines of the United States, including without limitation any regulations or guidelines pertaining to research with recombinant DNA that may be applicable.

7.4. **Export Compliance.** Each party shall comply with all relevant laws, whether United States or foreign, governing the exports and re-exports of technical data or commodities made under this Agreement.

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

7.6. **Assignment.** This Agreement is not assignable by any party, whether by operation of law or otherwise, either in whole or in part, without the prior written consent of the other parties, and any attempted assignment is void.

7.7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which counterparts shall together constitute one and the same instrument. Facsimile signatures shall constitute original signatures for all purposes.

7.8. **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.

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

7.10. **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.

7.11. **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.

7.12. **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.

7.13. **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.

7.14. **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:

7.15. **Entire Agreement.** This agreement shall be governed by and construed in accordance with the law of the State of Illinois without reference to its choice-of-law doctrines. This Agreement and any other documents executed in connection herewith by authorized representatives of the parties, contain the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior or contemporaneous agreements, written or oral, with respect hereto.

Agreed by:

Bradley University

XXXXXXXX

_____	_____	_____	_____
[Signing Authority name] for Business Affairs	Date	[name]	Date

Understood and Agreed *Principal Investigator(s)*:

_____	_____
[name]	Date

ACKNOWLEDGEMENT

The undersigned, being an employee or agent of _____, has received and reviewed a copy of the COLLABORATIVE RESEARCH AGREEMENT between Bradley University and _____. I hereby agree to be bound by the terms of such Agreement.

Signed: _____

Date: _____

Printed Name: _____

Address: _____

Email: _____