SYRACUSE UNIVERSITY

OFFICE OF SPONSORED PROGRAMS

AGREEMENT NO. **OSP no.**

THIS AGREEMENT is entered into by and between **Sponsor name** ("Sponsor") and Syracuse University, a non-profit, educational institution having corporate powers under the laws of the State of New York ("University"); Sponsor and University being collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, the effort contemplated by this Agreement is of mutual interest and benefit to the University and to the Sponsor, will further instructional and/or research objectives of the University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both the Sponsor and the University through inventions, improvements, and/or discoveries;

WHEREAS, University, through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department, in the College of \_\_\_\_\_\_\_ has valuable experience, skill and ability in performing research in the area of <description>; and

WHEREAS, Sponsor desires to have University undertake a project in accordance with the scope of work described in Exhibit A (“Statement of Work”).

The Parties agree to the following:

1. Work. The University agrees to use reasonable efforts to perform the Project. "Project" shall mean the work funded under this Agreement as described in Exhibit A.
2. Key Personnel. The following individuals are identified as key personnel for the performance of the Project:

**P.I. name**, Principal Investigator

If for any reason the Principal Investigator or any other key personnel becomes unable to continue the Project the University and Sponsor shall attempt to agree upon a successor. If the Parties are unable to agree upon a successor, this Agreement shall be terminated in accordance with Article 11., Termination for Convenience.

1. Period of Performance. The period of performance of this Agreement will be **start date** through **end date**.
2. Reports The University shall render such reports as required by the Sponsor Principal Investigator as defined in the Scope of Work and delivered according to this schedule:

 **Report type:** **Due Date:**

* 1. Interim Technical Report(s) <>
	2. Final Technical Report <>
1. Costs and Payments. *(adjust to be either cost reimbursable by removing the payment schedule under 5.3 or fixed price by adding different language to 5.1)*

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* 1. It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with the Project up to the amount of $**amount** (the "Project Cost") as established by the Approved Budget in Exhibit B which is incorporated herein. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses.

*Cost reimbursable provision.* Reimbursement shall be made by Sponsor upon receipt of itemized invoices. Each invoice must reference the Sponsor account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

* 1. The Sponsor shall not be liable for any payment in excess of the Project Cost unless this Agreement is modified in writing. Within ninety (90) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred. The report shall be accompanied by a check in the amount, if any, of the excess of funds advanced over costs incurred.

OR The final invoice must be submitted promptly following completion of the work under this agreement but in no event later than thirty (30) days (or such longer period as Sponsor may in its discretion approve in writing) from the date of such completion.

* 1. *Fixed price provision.* All checks shall be made payable to Syracuse University and sent to the address specified in Article 19, Notices. Payment shall be made by the Sponsor according to the following schedule.

Upon execution of this Agreement $ (30% of Project Cost)

**Specified Date** $ (60% of Project Cost)

**Specified Date** (10% of Project Cost)

Check shall be made payable to “Syracuse University” and shall be sent to:

Bursar’s Office

Attn: Manager, Office of Sponsored Accounting

102 Archbold

Syracuse University

Syracuse, NY 13244-1440

For the purposes of identification, each payment shall include the title of the Research and the name of the Principal Investigator.

1. Equipment. University may be required to purchase equipment or the components thereof for its own use in connection with the Research. Title to any equipment purchased or fabricated or manufactured in the performance of the Project shall vest in the University.
2. Use of Name. Neither Party shall make use of this Agreement, or use the name of the other Party, nor that of any member of the other's staff, in any publicity, advertising, or news release without the prior written approval of the other Party. This shall not include internal documents available to the public that identify the existence of this agreement.
3. Confidential Information.
	1. “Confidential Information” shall mean that information: (1) disclosed by either party to this Agreement to the other party in connection with, and during the term of, this Agreement; and, (2) which relates to the disclosing party’s past, present and future research, development and business activities; and, (3) which has been identified in writing to the receiving party at the time of disclosure as the confidential information of the disclosing party. The term Confidential Information shall not mean any information which is previously known to the receiving party without obligation of confidence, or, without breach of this Agreement, is publicly disclosed either prior or subsequent to the receiving party from a third party without an obligation of confidence.

* 1. For a period of three (3) years, the parties agree to hold all Confidential Information in trust and confidence for the disclosing party and not to use such Confidential Information other than for the purpose of this Agreement. Except as may be authorized by Sponsor in writing, for such period of time, the parties agree not to disclose any Confidential Information, by publication or otherwise, to any person other than those persons whose services the receiving party requires and who have a need to know the disclosing party’s Confidential Information for purposes of carrying out the terms of this Agreement, and who agree in writing to be bound by, and comply with the provisions of this Article 8.
	2. Neither party shall not be responsible for disclosure of Confidential Information by employees of the receiving party after termination of their employment if receiving party takes reasonable steps to prevent Confidential Information disclosure violations.

* 1. The parties retain the right to refuse to accept any such Confidential Information which it does not consider to be essential to performance of research pursuant to this agreement, or which it believes to be improperly designated.
1. Intellectual Property
	1. Intellectual Property Ownership and Rights. The Parties agree that ownership of and other rights in any intellectual property created by University researchers in the course of the conduct of research under this Agreement will be determined in accordance with the laws of the United States and the State of New York and University’s “3.23 Ownership and Management of Intellectual Property” policy (http://provost.syr.edu/faculty-support/faculty-manual/3-23-ownership-and-management-of-intellectual-property/). Except as otherwise expressly provided herein, neither party shall by reason of this Agreement or its performance obtain any right, title, license or other interest, either express or implied, to the other party's intellectual property.
	2. Limited License to Sponsor Providing that Sponsor has otherwise performed its material obligations under this Agreement, University hereby grants to Sponsor a fully-paid, non-exclusive, royalty-free, license for Sponsor’s internal use only, without right to sublicense or redistribute either commercially or non-commercially, to: (i) the written reports delivered to Sponsor as described in Section 4 (Reports) of this Agreement; and (ii) the data produced by University researchers during the course of performing the Project to the extent such data is reasonably and legally available, providing that Sponsor requests such data within thirty (30) days of receiving the final report and reimburses University for any additional reasonable costs incurred by the University in reproducing the data. Sponsor understands and agrees that excepting only the foregoing license, University retains ownership of such reports and data.
2. Federally-Funded Sponsored Research. Notwithstanding the foregoing, each Party recognizes and acknowledges that federally-funded sponsored research is predisposed to, and conditioned upon, compliance with certain intellectual property rights as will be addressed in the federally-funded sponsored program instrument (e.g. grant, cooperative agreement, contract). And, each Party, therefore, agrees to comply with the legal and regulatory requirements dictated by any such federally-funded sponsored research which forms a basis for the Research Project conceived and/or is used hereunder
3. Publications.
	1. The Sponsor recognizes that under University policy, the University shall have the right, at its discretion, to release information or to publish any material resulting from the Project. The University shall furnish the Sponsor with a copy of any proposed publication thirty (30) days in advance of the proposed publication date.

The Sponsor may request the University to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect Sponsor or Joint Intellectual Property as defined in Article 9, or Confidential or Proprietary Data described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.

* 1. The Sponsor will be given full credit and acknowledgment for the support provided to the University in any publication resulting from the Project.
1. Termination for Convenience. This Agreement may be terminated at any time by either Party giving the other Party at least thirty (30) days written notice of termination. In the event of termination, the University will be reimbursed for all expenses incurred and non-cancelable commitments entered in accordance with the terms of this Agreement prior to the date of termination. In no event shall the liability of the Sponsor exceed the Project Cost.
2. Independent Contractor. In the performance of the Project the University shall be deemed to be and shall be an independent contractor and, as such, the University shall not be entitled to any benefits applicable to employees of the Sponsor. Neither Party is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
3. Insurance.
	1. The University warrants and represents that the University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by the University, and that the University has no liability protection for any other person.
	2. Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts of that Party and the officers, employees, and agents thereof
4. Export Controls. It is understood that University is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the Sponsor that the Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While University agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, University cannot guarantee that such licenses will be granted.
5. Force Majeure. Neither Party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is reasonably beyond the University's control, or by reason of any of the following: labor disturbances or labor disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York and the applicable U.S. Federal law.
7. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
8. Agreement Modification. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the Parties hereto.
9. Notices. Any notices required or permitted under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be sent by recognized national overnight courier, or registered or certified mail, postage prepaid, return receipt requested, to the following addresses, e-mail addresses or facsimile numbers of the parties, which may be updated from time to time by written notice pursuant to this Section:

If to the Sponsor:

 Contractual:

 Technical:

If to the University:

 Contractual: Office of Sponsored Programs

 211 Lyman Hall

 Syracuse University

 Syracuse, NY 13244-1200

Courier:

Office of Technology Transfer and Industrial Development

224 College Place

Syracuse University

Syracuse, NY 13244-4100

Tel: 315-443-5196

 Technical:

 Payments: Syracuse University

 Attn: Executive Director, Sponsored Accounting

 211 Lyman Hall

 Syracuse, NY 13244-1140

 contacct@syr.edu

 Phone: 315.443.2089

 Fax: 315.443.2059

1. Special Provisions - RESERVED
2. Survivability. The obligations set forth in Articles 8 and 9 shall survive the expiration or termination of this Agreement unless expressly stated otherwise.

This Agreement is the complete agreement of the Sponsor and University and supersedes all prior understandings regarding the Project.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate on the dates indicated below.

Sponsor Name uNIVERSITY

Date Date