OFFICE OF SPONSORED PROGRAMS

RESEARCH AGREEMENT NO. **OSP no.**

(Single Project)

THIS RESEARCH AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_ \_\_\_, 2022 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 (“Scope 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 identified above 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, either Party may terminate this Agreement in accordance with Article 12, Termination for Convenience.

1. Period of Performance. The period of performance of this Agreement will be **start date** through **end date** (the “Term”).
2. Reports. The University shall render such periodic progress reports as defined below and further described in the Scope of Work (“Reports”):

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

* 1. Interim Technical Report(s) <>
	2. Final Technical Report <>

Notwithstanding anything to the contrary in this Agreement, the University shall own the Reports. Sponsor’s rights to use the Reports are set forth in Section 9.2.1 of this Agreement.

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)*

* 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, and the University shall not be required to perform any work, in excess of the Project Cost unless this Agreement is modified in writing in accordance with Article 21. Within ninety (90) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred in connection with the Project. 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.* 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)

For the avoidance of doubt, the Project Cost does not include any applicable Intellectual Property prosecution or maintenance costs or license fees or royalties to be paid by Sponsor under this Agreement. Such costs and fees are in addition to the Project costs referenced above.

All payments shall be made in United States dollars. Checks shall be made payable to “Syracuse University” and sent to the address specified in Article 22, Notices.

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

Any payment that is not made when due shall be considered delinquent. The University may, in its sole discretion, charge interest on any delinquent amounts at the rate of 1.5% per month or the maximum rate of interest allowable under applicable law.

1. Equipment. University may be required to purchase equipment or other tangible property for its own use in connection with the Project. Title to any equipment or other tangible property purchased or fabricated or manufactured in the performance of the Project (including with funds provided by Sponsor) shall vest in the University.
2. Use of Name. Neither Party shall issue any press releases concerning this Agreement, or use the name, logo or other trademarks/service marks of the other Party, nor the name, image/likeness or statements/quotes of any member of the other’s Personnel or staff, in any publicity, advertising, or news release without the prior written approval of the other Party.
3. Confidential Information.
	1. **Select one of the options below, as appropriate.**

This performance of this Agreement shall be subject to that certain [Confidentiality Agreement] / [Non-Disclosure Agreement], dated \_\_\_\_\_\_\_\_\_\_, between the Parties, the terms of which are incorporated herein by reference as if set out in full.

OR

“Confidential Information” shall mean all data, documents and other information: (1) disclosed by either Party to this Agreement to the other Party in connection with, and during the Term of, this Agreement (whether verbally, electronically or in writing); and (2) which relates to the disclosing Party’s past, present or future research, development or 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 or should reasonably be assumed to be confidential under the relevant circumstances. Confidential Information shall also include any Intellectual Property disclosure notices given under Section 9.3.1 of this Agreement. The term Confidential Information shall not mean any information which (i) was known to the receiving Party prior to disclosure by the disclosing Party; (ii) is or becomes publicly available through no fault of the receiving Party; (iii) is or was independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; or (iv) is or was received by the receiving Party from a third party that has no duty to maintain its confidentiality.

* 1. During the Term of this Agreement and for a period of three (3) years thereafter, 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. With respect to trade secrets or similar Confidential Information that is identified by a Party as “highly confidential” in writing, such obligations shall continue in perpetuity. Except as may be authorized by Sponsor in writing, for such periods of time, the Parties agree not to disclose any Confidential Information, by publication or otherwise, to any third party other than those third parties 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. The receiving Party shall protect the disclosing Party’s Confidential Information from unauthorized access, use and/or disclosure with at least the same degree of care it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care.
	2. It shall not be a violation of this Article 8 for a Party to disclose the other Party’s Confidential Information in response to a subpoena, court order or other legal process provided that it gives the other Party reasonable advance written notice of the required disclosure (unless prohibited by the terms of the court order, etc.) and discloses only as much Confidential Information as its counsel advises is legally required.
	3. Neither Party shall be responsible for disclosure of Confidential Information by employees of the receiving Party after termination of their employment if the receiving Party takes reasonable steps to prevent Confidential Information disclosure violations.
	4. 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.
	5. At any time upon the disclosing Party’s written request (whether during or after the Term of this Agreement), the receiving Party will promptly return or permanently destroy all copies (including electronic files) of the disclosing Party’s Confidential Information in the receiving Party’s possession, custody or control and shall certify, in writing, to such return or destruction. Notwithstanding the foregoing, neither Party shall be required to destroy or erase electronic copies of Confidential Information that are created pursuant to such Party’s standard electronic backup and archival procedures, provided that only personnel whose functions are primarily information technology in nature have access to such retained copies and such personnel’s access is limited to that reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery). Any such Confidential Information that is not returned or destroyed shall remain subject to the terms of this Article 8.
1. Intellectual Property.
	1. Definitions and Ownership
		1. “Intellectual Property” shall include, without limitation, all ideas, art, methods, processes, techniques, designs, inventions, improvements, discoveries, computer software programs, works of authorship, trade secrets or know-how, whether or not protectable by patent, copyright or otherwise, and any related patents, patent applications, copyrights, copyright registrations and other rights throughout the world. For the purposes of this Agreement, inventorship and authorship shall be determined in accordance with United States patent law and copyright law, respectively.
		2. “Personnel” shall mean any employee, independent contractor or other individual performing the Project on behalf of a Party.
		3. “Sponsor Project Intellectual Property” shall mean all Intellectual Property that is (i) created or developed, or (ii) conceived and first reduced to practice solely by one or more Personnel of the Sponsor during the Term of this Agreement in the performance of the Project. Sponsor Project Intellectual Property shall be owned solely by Sponsor.
		4. “University Project Intellectual Property” shall mean all Intellectual Property that is (i) created or developed, or (ii) conceived or first reduced to practice solely by one or more Personnel of the University during the Term of this Agreement in the performance of the Project. As between the University and Sponsor, University Project Intellectual Property shall be owned solely by University.
		5. “Joint Project Intellectual Property” shall mean all Intellectual Property that is (i) created or developed, or (ii) conceived or first reduced to practice jointly by one or more Personnel of the University and by one or more Personnel of the Sponsor during the Term of this Agreement in the performance of the Project. As between Sponsor and the University, Joint Project Intellectual Property shall be owned jointly by the Parties.
		6. Each Party retains title to any Intellectual Property (i) created or developed, or (ii) conceived or first reduced to practice, by it prior to the Term of this Agreement and/or outside the scope of this Agreement (“Background Intellectual Property”). No rights to any Background Intellectual Property are included in this Agreement unless expressly set forth otherwise in this Agreement.
		7. “Research Data” shall mean all test results, research notes, laboratory books and other similar materials, charts, graphs, comments, recordings, computations, analyses, formulae, and other information collected or generated during the Term of this Agreement in the performance of the Project. Research Data expressly excludes any University Project Intellectual Property, Sponsor Project Intellectual Property, Joint Project Intellectual Property and Background Intellectual Property. Notwithstanding anything to the contrary in this Agreement, the University shall own all Research Data.
	2. Licenses
		1. Non-Commercial / Research License.
			1. Sponsor shall have a non-exclusive, non-transferable (without the right to sublicense), worldwide, royalty-free license to any University Project Intellectual Property specifically listed as a deliverable in the Scope of Work, Joint Project Intellectual Property, or Research Data provided by the University to Sponsor independently of a Report, strictly for Sponsor’s Non-Commercial Purposes. The term of this license shall be the Term of the Agreement.
			2. Sponsor shall also have a non-exclusive, non-transferable (without the right to sublicense), worldwide, royalty-free license to any Reports strictly for Sponsor’s Non-Commercial Purposes. The term of this license shall be perpetual.
			3. Non-Commercial Purposes include: (i) Sponsor’s internal research; (ii) Sponsor’s internal testing; and (iii) Sponsor’s use in the performance of contracts with the U.S. Government. For clarification, these licenses include the right to test and perform research within Sponsor’s commercial production environment, but do not include the right to use any of the foregoing as the basis for and/or for the provision of commercial products or services.

* + 1. Option for Commercial License. Sponsor shall have an option, exercisable by notice in writing within six (6) months after receiving notice of University Project Intellectual Property or Joint Project Intellectual Property in accordance with Section 9.3.1 below, to commence negotiations for a non-exclusive commercial license to University Project Intellectual Property or the University’s interest in any Joint Project Intellectual Property, as set forth in section 9.2.2.1 below, or an exclusive commercial license to University Project Intellectual Property or the University’s interest in any Joint Project Intellectual Property, as set forth in section 9.2.2.2 below. If Sponsor exercises its option in accordance with the procedure set forth above, the Parties shall have an additional three (3) months, from the date Sponsor exercises its option, to complete their negotiations and execute the license agreement. If Sponsor does not exercise its option, or the University and Sponsor fail to execute a license, under this Section within the designated time periods above, University shall be free to license any University Project Intellectual Property or its interest in any Joint Project Intellectual Property to third parties.
			1. Non-Exclusive License. If Sponsor desires to receive a non-exclusive commercial license, University shall execute a license agreement giving Sponsor a royalty-free, limited-term, non-exclusive, non-transferable (without the right to sublicense), worldwide license in a mutually agreed upon field-of-use, in exchange for a mutually agreed upon upfront fee and Sponsor’s agreement to diligently commercialize the licensed Intellectual Property. Such license shall be subject to other customary and commercially reasonable terms and conditions that are negotiated in good faith and mutually agreed upon by the Parties.
			2. Exclusive License. If Sponsor desires to receive an exclusive commercial license, the Parties will negotiate in good faith the commercially reasonable terms and conditions of such license, including without limitation fees and/or royalties, term, field-of-use, territory, and right to sublicense, in exchange for Sponsor’s agreement to diligently commercialize the licensed Intellectual Property. Such license shall be subject to other customary and commercially reasonable terms and conditions that are negotiated in good faith and mutually agreed upon by the Parties.
		2. Reserved Rights of University. All rights of Sponsor under this Article 9 are subject to a non-exclusive, perpetual, royalty-free, worldwide license in favor of the University to Sponsor Project Intellectual Property, University Project Intellectual Property and Joint Project Intellectual Property for the University’s teaching, research and educational purposes. With the exception of Sponsor Project Intellectual Property, the University may also sublicense its rights under this Section 9.2.3 to one or more non-profit academic or research institutions.
		3. Special Terms for Software. If any software is expressly referenced as a deliverable in the Scope of Work, it will be provided in executable form only and Sponsor may not decompile or reverse engineer such software (or permit others to do so). If any software is a derivative of University Background Intellectual Property, then Sponsor will need to request a license to the Background Intellectual Property, which may be granted or withheld in the University’s sole discretion. If Sponsor desires rights to any code, it must request such rights from the University, which may be granted or withheld in the University’s sole discretion. Any such additional license or rights are subject to the negotiation of commercially reasonable terms and conditions, including the payment of additional fees and/or royalties. To the extent any University Project Intellectual Property or Joint Project Intellectual Property includes any open source software or is subject to the terms of any open source software license, the licenses set forth above will be subject to any relevant open source licensing terms.
	1. Patent Protection.
		1. Notice. The University office responsible for Intellectual Property governed by this Agreement is the Syracuse University Office of Technology Transfer (OTT). University, via OTT, will disclose to Sponsor, within a reasonable time period after Principal Investigator has disclosed an invention to OTT, any University Project Intellectual Property and Joint Project Intellectual Property developed under this Agreement. Unless to do so would jeopardize patent rights, University and Sponsor shall discuss whether to seek patent protection for the University Project Intellectual Property and any Joint Project Intellectual Property prior to filing any patent applications.
		2. Prosecution. University shall have primary responsibility for the preparation, filing, prosecution, and maintenance of any patent rights for University Project Intellectual Property, using patent counsel appointed by University. Sponsor shall have primary responsibility for the preparation, filing, prosecution, and maintenance of any patent rights for Joint Project Intellectual Property, using patent counsel appointed by Sponsor. The Parties shall reasonably consult with each other in all such matters.
		3. Costs. University shall bear all expenses associated with the preparation, filing, prosecution, and maintenance of any domestic patent rights for University Project Intellectual Property. However, if Sponsor elects an exclusive commercial license under section 9.2.2.2, such license is subject to Sponsor reimbursing University for all prior and future expenses associated with the preparation, filing, prosecution and maintenance of patent rights within thirty (30) days from receipt of each University invoice for such expenses. Sponsor shall bear all expenses associated with the preparation, filing, prosecution, and maintenance of any domestic and international patent rights for Joint Project Intellectual Property as follows: (i) fifty percent (50%) if Sponsor does not elect an exclusive license (unless a patent application was filed at the request of Sponsor, in which case Sponsor will pay one hundred percent (100%) of all such expenses); and (ii) one hundred percent (100%) if Sponsor elects an exclusive license.
1. Federally-Funded Sponsored Research. Notwithstanding anything to the contrary in this Agreement, each Party recognizes and acknowledges that to the extent any Intellectual Property has been partially funded by the U.S. government (including any of its agencies), this Agreement and the grant of any rights in such Intellectual Property is subject to and governed by federal law, including without limitation 35 USC §§ 200-212 (Bayh-Dole Act of 1980) and all associated implementing regulations, as well as the terms and conditions of any applicable federal grant, contract or cooperative agreement.
2. Publications.
	1. The Sponsor recognizes that under University policy, University Personnel shall have the right, at their discretion, to release information or to publish any material resulting from the Project, including without limitation presenting or publishing the methods and results of the Project at any symposia, conference, or other professional meetings and in any journals, theses, dissertations or other publications of their own choosing. The University shall furnish the Sponsor with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. Within this thirty (30) day period, 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 Project Intellectual Property or Joint Project Intellectual Property as defined in Article 9, or any Sponsor Confidential Information described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.
	2. The Sponsor will be given full credit and acknowledgment for the support provided to the University in any publication resulting from the Project.
3. 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, which shall include, without limitation, all non-cancelable contracts, graduate assistantships, fellowships and postdoctoral appointments entered into prior to the date of termination. In no event shall the liability of the Sponsor exceed the Project Cost.
4. Independent Contractor. In the performance of the Project the Parties shall be deemed to be and shall act as independent contractors and, as such, neither Party’s Personnel shall be entitled to any benefits applicable to employees of the other Party. 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.
5. No Warranties; Indemnification; 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 acts or omissions of that Party and the officers, employees, and agents thereof.
	3. No Warranties. SPONSOR ACKNOWLEDGES AND AGREES THAT (I) THE UNIVERSITY IS AN ACADEMIC RESEARCH INSTITUTION WHOSE primary mission is education and the advancement of knowledge, AND (II) THE PROJECT IS OF AN EXPERIMENTAL NATURE. ANY AND ALL INFORMATION, DELIVERABLES, RESEARCH DATA, REPORTS AND OTHER MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER RIGHTS GRANTED AND/OR PROVIDED BY UNIVERSITY PURSUANT TO THIS AGREEMENT ARE GRANTED AND/OR PROVIDED ON AN “AS IS” BASIS.  THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATED TO THE PROJECT, INCLUDING WITHOUT LIMITATION, ANY ACTUAL OR INTENDED RESULTS OF THE PROJECT; ANY DELIVERABLES, RESEARCH DATA, REPORTS OR OTHER MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION; OWNERSHIP OR NONINFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS; OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
	4. Indemnification. Sponsor agrees to indemnify, defend and hold the University and its trustees, officers, agents and Personnel harmless from and against any and all claims, demands, actions, investigations and proceedings, and associated losses, damages, fines and other liabilities, costs and expenses (including without limitation court costs, reasonable attorneys’ fees and amounts paid in settlement) arising out of or relating to Sponsor’s use of any University Project Intellectual Property, Joint Project Intellectual Property, Research Data or Reports.
6. 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. In implementation of this Agreement, Sponsor agrees to comply with all applicable U.S. export control and U.S. Customs import laws and regulations, including associated embargo and sanction regulations, and unless specifically authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any export controlled information or technical data, or any commodity to be used during the course of a collaborative effort which is export controlled, to any prohibited country (including release to nationals, wherever they may be located, of any prohibited country), or to any U.S. Government restricted party or end user, as specified in such applicable export control, embargo, and sanctions regulations. In addition, in the event that Sponsor wishes to provide export controlled data or information and/or items to the University during the course of this Agreement, Sponsor must first notify the University of its intention to provide this data, information and/or items at least thirty (30) days in advance and indicate who at the University will be the intended recipient.
7. Force Majeure. Neither Party will be liable for losses, defaults, damages or other liability under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, inclement weather, strikes, civil strife, fire, pandemics (including COVID-19), epidemics or other public health or safety concerns, power outages or other utility failures, or any other cause beyond the reasonable control of the Party that was so delayed in performing or so unable to perform, provided that such party was not negli­gent and shall have used reasonable efforts to avoid and overcome such cause. Such Party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
8. Limitation of Liability.  WITH THE EXCEPTION OF SPONSOR’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, neither Party will be liable to the other for any indirect, incidental, consequential or punitive damages or lost profits or cost of procurement of substitute goods, technology or services arising out of or related to this agreement, [HOWEVER CAUSED](https://www.lawinsider.com/clause/limitation-of-liability) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OR BECOMES AWARE OF THE POSSIBILITY THEREOF. IN ADDITION, the university’s MAXIMUM aggregate liability for aNY LOSS OR damages of any kind arising out of or relating to this Agreement shall not exceed the amounts paid by sponsor to the university under this Agreement.
9. Non-Exclusivity. Nothing in this Agreement shall be deemed to prevent either Sponsor or University or any of the members of their respective Project teams from entering into research projects with third parties which are similar to the Project, or from independently creating, developing or acquiring from third parties Intellectual Property which is similar to or competitive with any Intellectual Property arising out of the Project.
10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York and any applicable U.S. Federal law. Sponsor hereby submits to the sole and exclusive jurisdiction of any state or federal court situated in Onondaga County, New York to resolve any claims or disputes arising out of or related to this Agreement.
11. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party.
12. 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.
13. 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

 Email: ospoff@syr.edu

 Tel: 315-443-2807

With a copy to:

Office of Technology Transfer

Syracuse University

950 Irving Avenue

301 Dineen Hall

Syracuse, NY 13244

Tel: 315-443-2534

 Technical:

 Payments: Syracuse University

 Bursar’s Office

 Attn: Director, Sponsored Accounting

 119 Bowne Hall

 Syracuse, NY 13244

 Email: contacct@syr.edu

 Tel: 315-443-2059

1. Survivability. The Parties’ respective rights and obligations set forth in Articles 7 – 12, 14, 17, 18 and 19 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 and agreements (whether written, verbal or otherwise) regarding the Project. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and together which shall constitute one and the same agreement. Electronic signatures, and copies of physical signatures delivered by email or other means, shall be deemed to be the original signatures of the Parties.

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

Sponsor Name SYRACUSE uNIVERSITY

[Authorized Signer’s Name & Title] [Authorized Signor’s Name & Title]

Date Date