

APPENDIX F

TUSKEGEE UNIVERSITY
OFFICE OF SPONSORED PROGRAMS
AGREEMENT NO. OSP no.

THIS AGREEMENT is entered into by and between Sponsor (the "Sponsor") and Tuskegee University, a nonprofit, educational institution having corporate powers under the laws of the State of Alabama ("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 nonprofit, tax-exempt, educational institution, and may derive benefits for both the Sponsor and the University through inventions, improvements, 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

3. Period of Performance The period of performance of this Agreement will be start date through end date.
4. 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:

<u>Report type:</u>	<u>Due Date:</u>
A. Interim Technical Report(s)	<>
B. Final Technical Report	<>

5. 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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- 5.1. 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 \$~~an amount~~ ("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.

- 5.2. 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.

- 5.3. Fixed price provision. All checks shall be made payable to Syracuse University and sent to the address specified in Article ~~20~~, 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 ."

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

6. 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 manufactured in the performance of the Project shall vest in the University.
7. 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

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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.

- 8.2. 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

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- 9.2.2. Commercial License. Within six (6) months after receiving notice of University Intellectual Property, Sponsor may negotiate a ~~non~~ exclusive license, as set forth in section 9.2.2.1 below, or an exclusive license, as set forth in section 9.2.2.2 below. If University and Sponsor fail to execute -

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contact@Xxxxx
Phone: Xxx-Xxx-Xxxx

21. Special ProvisionsRESERVED
22. Survivability. The obligations set forth in Articles 6 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.