

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT**

AGREEMENT No.:

This Master Research Agreement (the "Master Agreement") is made as of this ____ day of _____, 2022 (the "Effective Date") by and between THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, having its business address at 777 Glades Road, Boca Raton, Florida 33431-6424 (hereinafter "UNIVERSITY") and _____, a corporation, having its business address at _____, (hereinafter "SPONSOR").

UNIVERSITY and SPONSOR shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

SUBJECT

The purpose of this Master Agreement is to further the research objectives of UNIVERSITY and SPONSOR.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

1.1 UNIVERSITY agrees to undertake certain research specifically described in Task Orders issued by SPONSOR to UNIVERSITY (each a "PROJECT", collectively the "PROJECTS"). TASK ORDERS in the form attached hereto and incorporated herein by reference as Appendix A will be utilized to authorize PROJECTS. Each TASK ORDER will at a minimum include this information about a Project:

- a) A unique and sequential identification number.
- b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
- c) Period of Performance of the identified SOW.
- d) Deliverables and due dates for the deliverables.
- e) Amount of financial support being provided to UNIVERSITY.

1.2 Each PROJECT and all work assignments shall be carried out under the direction of a "PROJECT DIRECTOR" while employed by UNIVERSITY, and by others (e.g., technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as "PERSONNEL"), as assigned by PROJECT DIRECTOR. The PROJECT DIRECTOR will be identified with each TASK ORDER.

1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR, which approval will not be unreasonably withheld, qualified or delayed.

Article 2.0 TERM

2.1 The term of this Master Agreement extends for a period beginning on _____ and continuing through _____ (the "Term").

2.2 It is understood that each TASK ORDER will have its own term, but the period of performance must be within the Term. The Term may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this Master Agreement.

Article 3.0 FACILITIES AND EQUIPMENT

- 3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for each PROJECT, other than that specifically provided by SPONSOR under this Master Agreement.
- 3.2 The parties agree that all equipment and supplies purchased with funds obtained as a result of this Master Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

- 4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. Each PROJECT to be performed, the funding allocable to the PROJECT and the payment schedule therefore will be specified for each TASK ORDER.

ACH is the preferred payment method. ACH information can be obtained by emailing: researchaccounting@fau.edu

If paying by check, make checks payable to:

Florida Atlantic University
P.O. Box 198660 (Lockbox)
Atlanta, GA 30384-8660

Article 5.0 REPORTS

- 5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.
- 5.2 PROJECT results, the data and technical information that are recorded in performance of the Project, are expressly excluded from Article 8.0. UNIVERSITY shall own all right, title and interest in and to any and all such PROJECT results developed from and arising out of this Master Agreement.

Article 6.0 PUBLICATION

- 6.1 UNIVERSITY will be free to present or publish the results of the PROJECTS, including but not limited to, publication in scholarly journals, academic and other conference presentations, and disclosures in grant and funding applications, after providing the SPONSOR with a thirty (30) day period in which to review each presentation or publication to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information (hereinafter defined). If necessary, to permit the preparation and filing of U.S. patent applications, UNIVERSITY may agree to an additional review period not to exceed sixty (60) days. Any extension will require written agreement between the SPONSOR and UNIVERSITY.
- 6.2 Nothing in this section shall entitle UNIVERSITY to disclose to others or publish any information

disclosed to UNIVERSITY by SPONSOR which is Confidential Information without the prior written approval of SPONSOR.

- 6.3 UNIVERSITY will provide appropriate acknowledgement of SPONSOR's support for the applicable PROJECT(S).

Article 7.0 CONFIDENTIALITY

- 7.1 "Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Master Agreement and/or the PROJECTS. The parties may share Confidential Information with each other pursuant to this Master Agreement and/or in connection with the PROJECTS. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain the property of the Disclosing Party for a period of three (3) years from the end of the Master Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Master Agreement or a PROJECT. The foregoing obligations of non-use and non-disclosure shall not apply to:

a) information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;

b) information which was in the possession of the Receiving Party at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality;

c) information which SPONSOR provides written permission to disclose; or

d) information the Receiving Party must disclose by court order or by law, including in the case of UNIVERSITY, the Florida public records law.

- 7.2 The Receiving Party shall endeavor to provide Disclosing Party with notice prior to disclosure pursuant to Section 7.1(d), when possible, so that the Disclosing Party may intervene to protect the confidentiality of the information.

Article 8.0 INTELLECTUAL PROPERTY

8.1 Definitions.

a. "Inventions" means any inventions or discoveries conceived under this Agreement; the term conceived shall be construed in accordance with its meaning under U.S. patent law.

b. "Project Materials" means tangible materials, any associated know-how, and any progeny and substances thereof that constitute an unmodified functional subunit or product expressed by the original material that are generated by UNIVERSITY under this Agreement.

- 8.2 Background Intellectual Property. Neither Party transfers to the other Party by operation of this Agreement any patent right, copyright, or other tangible or intangible proprietary right existing as of the Effective Date or developed outside the scope of this Agreement and nothing in this

Agreement shall be construed by implication, estoppel or otherwise anything to the contrary, including as a license thereunder.

- 8.3 Ownership. Inventions conceived by UNIVERSITY shall be owned by UNIVERSITY. Inventions conceived by SPONSOR shall be owned by SPONSOR. Inventions conceived jointly by UNIVERSITY and SPONSOR shall be jointly owned by UNIVERSITY and SPONSOR. Project Materials shall be owned by UNIVERSITY.
- 8.4 Disclosure. UNIVERSITY shall provide SPONSOR with written disclosure of any Invention or Project Materials promptly after it is disclosed to UNIVERSITY's Office of Technology Development. SPONSOR shall provide UNIVERSITY with a written disclosure of any Inventions disclosed to SPONSOR. Each Party shall retain all disclosures submitted by the other Party as Confidential Information of the Disclosing Party, subject to any rights as owner of the Receiving Party.
- 8.5 Option Rights. UNIVERSITY grants SPONSOR a first right to negotiate a worldwide, royalty-bearing, exclusive license to UNIVERSITY's rights in Inventions and a nonexclusive license to UNIVERSITY's rights in Project Materials (the "Option Right"). SPONSOR's Option Right commences when UNIVERSITY submits a disclosure pursuant to Section 8.4 and expires ninety (90) days after such disclosure (the "Option Period"). SPONSOR may exercise the Option Right by written notice to UNIVERSITY during the Option Period. If SPONSOR exercises the Option Right, UNIVERSITY and SPONSOR shall negotiate a license agreement in good faith for a period not to exceed six (6) months after SPONSOR's exercise of the Option Right. The terms of the license agreement will be based on fair market value, and among other customary terms, will obligate SPONSOR to diligently develop the Invention for practical application. Unless an extension has been mutually agreed to, at the end of the Option Period or, if the Option Right is exercised, the six-month negotiation period, UNIVERSITY shall have no further obligation to SPONSOR with regard to that Invention or Project Materials and is free to license its rights therein to any third party.
- 8.6 Patent Rights. At the request of SPONSOR during the Option Period, UNIVERSITY will prepare and file a patent application for an Invention using patent counsel selected by UNIVERSITY and reasonably acceptable to SPONSOR. SPONSOR shall reimburse UNIVERSITY within thirty (30) days of invoice for all reasonable patent-related expenses incurred during the Option Period and, if the Option Right is exercised, the negotiation period. UNIVERSITY shall provide SPONSOR with reasonable opportunity to review and comment on the draft patent application, which shall be Confidential Information of UNIVERSITY. If SPONSOR declines to support a patent application, fails to respond within the Option Period or decides to discontinue the financial support of the patent application, UNIVERSITY may file or continue prosecution at UNIVERSITY's sole expense with no further obligation to SPONSOR.
- 8.7 Copyrightable Works. UNIVERSITY or its employees own any copyrighted or copyrightable works that are created by UNIVERSITY employees in the performance of the Research.
- 8.8 Government and Third Party Rights. If any Invention has also been funded by the federal government, a non-profit organization or state or local agency, this Agreement and the grant of any rights in that Invention are subject to the terms that attach to such funding, including, in the case of the federal government, as set forth in 35 U.S.C. §§ 201, 37 C.F.R. Part 401. If any term of this Agreement fails to conform to applicable law, regulations, or agreements, the relevant term of this Agreement is invalid and the Parties shall modify the term in accordance with Section 15.5 of this Agreement to comply therewith.

Article 9.0 TERMINATION

- 9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also terminate all TASK ORDERS that are still active unless the parties agree that any such active TASK ORDERS will be completed in which event those active projects will be completed under the terms of this Master Agreement and no further work will be accepted.
- 9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Master Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 INDEMNIFICATION AND NEGATION OF WARRANTIES

- 10.1 SPONSOR agrees to indemnify, hold harmless and defend UNIVERSITY its officers, employees, and agents against any and all claims, suits, losses, damages, costs, fees, and expenses (including attorneys' fees and costs) resulting from or arising out of the SPONSOR's use of the PROJECT results to this Master Agreement and all TASK ORDERS. This provision shall survive the expiration or earlier termination of this Master Agreement.
- 10.2 UNIVERSITY makes no representations other than those expressly stated in this Master Agreement or a TASK ORDER. UNIVERSITY makes no express or implied warranties of any kind, including merchantability of fitness for any particular purpose, PROJECT results, or non-infringement.

Article 11.0 INSURANCE PROVISIONS

- 11.1 UNIVERSITY certifies that it holds general liability, automobile liability and worker's compensation insurance through the State Risk Management Trust Fund, established pursuant to section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance. The limits of general liability and automobile liability are \$200,000 per person and \$300,000 per occurrence. UNIVERSITY also certifies that it holds worker's compensation insurance as required by Florida law. Copies of insurance certificates will be provided upon request.

Article 12.0 ASSIGNMENT

- 12.1 Neither party can assign this Master Agreement or any interest herein, whether by operation of law or otherwise, without the other party's express prior written consent. Any assignment made without consent by a party shall be voidable at the option of the other party.

Article 13.0 PUBLICITY

- 13.1 SPONSOR will not use the name of UNIVERSITY, nor of any member of UNIVERSITY'S PERSONNEL, in any publicity, advertising, or news release without the prior written approval from an authorized official in the Office of Sponsored Programs of UNIVERSITY.

Article 14.0 NOTICES

14.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by facsimile transmission or email, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR

Contractual Official:

Name:
Title:
Address:
City / State
Phone:
Email:

FLORIDA ATLANTIC UNIVERSITY

Contractual Official:

Miriam Campo
Assistant Vice President for Research
777 Glades Road, Building 104
Boca Raton, FL 33431-
Phone: 772-242-2233
Email: ospcontracts@fau.edu

Financial Official:

Name:
Title:
Address:
City, State:
Phone:
E-mail:

Financial Official:

Name: Heather Saunders
Director, Research Accounting
777 Glades Road, Building 104, Rm 334
Boca Raton, FL 33431
Phone: 561-297-0127
E-mail: researchaccounting@fau.edu

Technical Contact:

The Principal Investigator will be identified on each Task Order.

Article 15.0 MISCELLANEOUS

- 15.1 UNIVERSITY and SPONSOR agree that the PROJECT DIRECTOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.
- 15.2 Subject to Section 12.1, this Master Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.
- 15.3 This Master Agreement shall be governed by and construed according to the laws of the State of Florida. In the event of litigation arising out of this Master Agreement, venue shall be in Palm Beach County, Florida.
- 15.4 This Master Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.
- 15.5 No amendment or modification of this Master Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.
- 15.6 Upon termination of this Master Agreement, neither party shall have any liability to the other, except for any provisions of this Master Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.
- 15.7 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.
- 15.8 Counterparts: This Master Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy for all purposes.

The parties hereto have caused this Master Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

SPONSOR

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

Name:

Title: Date:

APPENDIX A

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT No.:**

TASK ORDER NO.:

This TASK ORDER (TO) is issued under Master Research Agreement No. _____, between FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES (“UNIVERISTY”) and _____ (“SPONSOR”).

TO Issue Date:

Principle Investigator: Name:
Address:
City, State, Zip:
Phone:
E-mail:

Project Title:

Period of Performance:

Funding Amount for this Task Order: \$

Payment Schedule: 50% upon execution of Task Order - or a fixed amount
25% in three (3) months from beginning date of PROJECT
25% in six (6) months from beginning date of PROJECT

Deliverables:

The Statement of Work, line item budget and a budget justification are attached.

All the terms and conditions of the Master Research Agreement between UNIVERSITY AND SPONSOR shall apply in full to this TASK ORDER.

IN WITNESS WHEREOF, the parties have agreed and do hereby enter into this TASK ORDER.

SPONSOR

**FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES**

Name:

Name:

Title:

Title:

Date:

Date:

The Project Director, although not a party to this Agreement, confirms that Project Director has read, understands, and will adhere to the terms and conditions in this Task Order and the corresponding Master Agreement.

PROJECT DIRECTOR

Name:

Title:

Date:

TASK ORDER NO.:
STATEMENT OF WORK

TASK ORDER NO.:

BUDGET AND BUDGET JUSTIFICATION