

Research Services Agreement

Between

COMPANY X

And

Valparaiso University

THIS AGREEMENT (“Agreement”) is made on the date of the last signature below (“Effective Date”) by and between Valparaiso University, a private educational institution of the state of Indiana, (hereafter referred to as "VU"), whose address is 1700 Chapel Drive, Valparaiso, IN 46383 and COMPANY X. (hereafter referred to as "SPONSOR"), whose address is _____ and each one a “Party” and collectively “Parties.”

WHEREAS, SPONSOR desires to retain the services of VU, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, SPONSOR and VU agree as follows:

1. Scope of Service to be Performed: VU agrees to undertake and conduct the work as outlined in **Exhibit A and Exhibit B (“Services”)**.

2. Period of Service: The services called for by Article 1, may begin on the Effective Date with activities ending 14 months from the Effective Date (“End Date”), unless extended by written amendment or terminated sooner following the termination provisions set forth below. Any work involving vertebrate animals and/or human subjects or tissue may not be conducted until IACUC and/or IRB approvals have been obtained.

3. Funding and Payment:

Fee-for-Service Payment: SPONSOR shall provide a _____ fund for consumables that VU faculty will use for research work. Payment shall be made upon execution of this Agreement. At this point, there is no expectation for investigators' compensation for conducting research and overseeing activities on behalf of VU, but in the future, if this partnership enters the next phase, compensation will be determined for faculty time.

SPONSOR shall ensure that all payments are made in accordance with applicable labor laws, University policies, and relevant funding regulations.

Payment shall be made to "Valparaiso University" and remitted to the following address:

Valparaiso University
1700 Chapel Drive
Valparaiso, IN 46383

_____ email: _____

Sponsor shall pay interest at the lesser of 1.5% above the prime interest rate and the maximum amount allowed by law for failure to make payments when due. The prime interest rate is calculated as published in Wall Street Journal on the first business day of default. Sponsor shall pay University for collection fees and legal fees that it incurs to collect outstanding balances.

4. Points of Contact: The following are designated as investigators and Administrative contacts for the purposes of this Agreement. The investigators will be responsible for the technical matters of the services outlined in Exhibit A and Exhibit B. The VU investigators are essential to the work being performed and no change will be made to the VU investigators without SPONSOR written approval.

Investigators:

For VU:

Faculty Name
Faculty Title
Valparaiso University
Phone _____ | Email _____

For SPONSOR:

Company Representative Name
Title
Company Name
Phone _____ | Email _____

Administrative:

For VU:

Name
Title
Valparaiso University
Phone _____ | Email _____

For SPONSOR:

Company Representative Name
Title
Company Name
Phone _____ | Email _____

5. Reporting Requirements: The parties will have recurring meetings regarding the scope of work. Outside of that, there is no reporting requirement. Faculty and students may still want to complete summary reports for the classroom experience.

6. Confidential Information: Any confidential or proprietary information provided by one Party to the other in connection with this Agreement (“Confidential Information”, as further defined below) is confidential and/or proprietary to the Disclosing Party, and the Receiving Party shall not publish or disclose Confidential Information to a third-party or use Confidential Information for any purpose unrelated to this Agreement, without the prior written consent of the Disclosing Party. The Party receiving Confidential Information from the other party is referred to as the “Receiving Party,” and the Party disclosing Confidential Information to the other party is referred to as the “Disclosing Party”. Confidential Information shall mean: (a) if the Confidential Information is in written form when disclosed, the Disclosing Party must indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification on the writing delivered to the Receiving Party, and (b) if the Confidential Information is disclosed orally or visually, the Disclosing Party must, within 30 days after disclosure to the Receiving Party, deliver to the Receiving Party a writing containing an adequate description of the oral or visual information which shall indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification.

The obligations of non-use and non-disclosure shall not apply to:

- (a) Information that the Receiving Party can show by written record that it possessed prior to its receipt from the Disclosing Party;
- (b) Information that was available to the public prior to its receipt by the Receiving Party or later became so through no fault of the Receiving Party;
- (c) Information that is subsequently disclosed to the Receiving Party by a third party free of any obligations of confidentiality;
- (d) Information that is independently known, developed, or discovered without use of the Disclosing Party’s Confidential Information; or
- (e) Information that is required to be disclosed by law.

In the event of 6(e) above, the Receiving Party is required to give the Disclosing Party prompt notice thereof. The Disclosing Party may seek an appropriate protective order, and the Receiving Party will reasonably cooperate with the Disclosing Party in its efforts to seek such a protective order.

The obligations of this Article pertaining to confidentiality shall apply for three (3) years after disclosure.

7. SPONSOR Materials: “SPONSOR Materials” means the samples of the compounds described in the attached Exhibit A and Exhibit B to be provided by or on behalf of SPONSOR to VU in connection with this Agreement. SPONSOR agrees to permit VU investigators to use SPONSOR Materials solely to perform the Services at VU’s institutional facilities only, and only under the direction of VU investigators, and not for any other purposes whatsoever, without the prior written consent of SPONSOR. VU agrees not to transfer SPONSOR Materials to anyone who is not employed at VU’s facilities without the prior written consent of SPONSOR. VU agrees to the limitations on use of

SPONSOR Materials. No other right or license to SPONSOR Materials is granted or implied as a result of the transfer of SPONSOR Materials to VU. VU will not reverse engineer or conduct any analysis of SPONSOR Materials to determine chemical structure, composition or chemical properties. VU investigators shall destroy any remaining SPONSOR Material(s) within thirty (30) days of termination of this Agreement according to Section 14.

8. Publications: SPONSOR recognizes that VU investigators must have the ability to publish study findings, results, or other information gained in the course of the Services in scholarly journals, student dissertations/presentations, or other professional forums not so mentioned.

In order to give the SPONSOR an opportunity to review and advise regarding loss of intellectual property rights and/or to identify any inadvertent disclosure of SPONSOR Confidential Information, VU will submit to SPONSOR copies of any proposed publication or presentation material involving the results of the Services at least thirty (30) days in advance of the submission date for publication or planned presentation date.

SPONSOR recognizes that timing is of the essence, and the review of such materials shall be completed within 30-days from the receipt of the planned publication or presentation. VU agrees to delete SPONSOR's Confidential Information from any such proposed publication or presentation material unless SPONSOR agrees to allow its release. If SPONSOR does not respond within the thirty (30) days, VU investigators will have the right to publish the results without further notification or obligation to SPONSOR.

At the request of the SPONSOR, VU will delay publication or presentation of materials submitted by up to another 30-days (or longer if mutually agreed upon) to allow for preparation and filing of a patent application which SPONSOR has the right to file or to have VU file at SPONSOR's request.

9. Inventions and Patents:

- a) "Background Intellectual Property" means any intellectual property owned or controlled by a Party as of the Effective Date or conceived outside of the Services.
- b) Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.
- c) No license to the other Party under any patents is granted or implied by conveying proprietary or other Confidential Information to that Party.

10. Use of Name for Publicity: Neither Party shall use the name of the other Party or of any investigators in any advertising or promotional material without the prior written approval of the other. Notwithstanding any other provision of this Agreement, both parties acknowledge that VU shall be free to release the title and short description of the Services, the name of the VU investigators, and the amount and source of funding provided for the Services, without prior approval of SPONSOR.

11. Compliance with Law: The Parties shall comply with all applicable federal, state, local laws and regulations, and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

12. Independent Contractor: VU shall be deemed to be and shall be an independent contractor and, as such, VU shall not be entitled to any benefits applicable to employees of SPONSOR; Neither Party is authorized or empowered to act as 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.

13. Termination: Either Party may terminate this agreement without cause upon thirty (30) days prior written notice to the other. Equity stake will continue to accrue based on the portion of the contract performed up to the effective date of termination, with no further rights to additional accruals or future distributions thereafter.

Termination for Breach: If either Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.

Upon any termination of this Agreement by either Party, VU will cease further obligation of Services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. SPONSOR will pay VU for either (a) percent of completion or (b) deliverable completed to the date of termination and (c) any non-cancellable obligations on or before the date of termination pursuant to Article 3. VU will refund any portion of SPONSOR advance payments not obligated pursuant to (a) or (b) and (c).

14. Dispute Resolution: The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party, who shall negotiate in good faith to seek a cooperative resolution. In the event that any disputes or claims arising from this Agreement cannot be resolved as provided for above, the parties hereby agree to first participate in good faith in non-binding mediation in an attempt to resolve and settle all disputes.

15. Force Majeure: Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

16. Miscellaneous: This Agreement (a) may not be assigned or transferred by either Party without the other Party's prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

17. Export Control: SPONSOR shall notify VU in writing before providing VU any export controlled information or materials. SPONSOR shall include, if known, the Export Control Classification Number, United States Munitions List Category or EAR99 designation as appropriate.

18. Execution: Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

19. Agreement Modification: The Parties may only modify this Agreement by a written instrument signed by both Parties. A purchase order may be used for billing purposes only and may not modify the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed by their duly authorized representatives.

COMPANY X

VALPARAISO UNIVERSITY

Signature by: _____
Name:
Title:
Date:

Signature by: _____
Name:
Title:
Date:

Signature by: _____
Name:
Title:
Date:

I have read and approve this Agreement, and I hereby assign to University all my rights, titles, and interests in any Intellectual Property.

Signature by: _____ Date: _____
Principal investigator: Name, Title

**EXHIBIT A
STATEMENT OF WORK**

1. Glossary

VU = Valparaiso University

X = Company X

2. Goals of the Agreement

The shared goals are to _____

3. Research Activities in the Agreement

Valpo agrees to:

- These details have been removed for privacy.

X agrees to:

- These details have been removed for privacy.

**EXHIBIT B
STATEMENT OF WORK**

1. Glossary

VU = Valparaiso University

X = Company X

2. Problem Statement

Problem statement is _____

3. Goals of the Agreement

The shared goals are to _____

4. Research Activities in the Agreement

Valpo agrees to:

- These details have been removed for privacy.

X agrees to:

- These details have been removed for privacy.