**University of Maryland**

**Sponsored Research Agreement**

**Agreement No. [Insert UMD Institute Proposal Number or Sponsor Provided Agreement Number]**

**Project Title: [Insert Title]**

**Sponsor Name and Address: [Sponsor Name]**

 **[Sponsor Address]**

**Sponsor Administrative Contact: [Name, Title]**

 **Phone:**

 **Email:**

**Sponsor Technical Contact: [Name, Title]**

 **Phone:**

 **Email:**

 **UMD Administrative Contact: [Name, Title]**

**Office of Research Administration**

 **7809 Regents Drive, 3112 Lee Building**

 **College Park, MD 20742-5141**

 **Phone: 301-405-6269**

**Email: oraa@umd.edu**

**UMD Principal Investigator: [Name, Title]**

 **[UMD Department]**

 **[Campus Address]**

 **Phone:**

 **Email**

**This Sponsored Research Agreement (“Agreement”) is hereby entered into by and between the University of Maryland College Park (“UMD”), a public agency and instrumentality of the State of Maryland, located in College Park, Maryland, and [other Party] (“Sponsor”), [enter information about structure and location of Sponsor, including state of incorporation], each a “Party” and collectively the “Parties.”**

**WHEREAS,** Sponsor and the UMD share a mutual interest in the Project Title, and, in light of the UMD’s experience, skill and knowledge, the Sponsor desires to have the UMD perform the corresponding Research Project, described in Attachment 1 to this Agreement. UMD has determined that the Research Project is consistent with its status as a nonprofit, tax-exempt, educational institution, as well as UMD’s research, educational, and public service mission, and desires to perform the Project.

[**OPTIONAL** – **Delete if no flow-down funding**] **WHEREAS**, [NAME OF PRIME FUNDING AGENCY] is providing funding to Sponsor, per [Grant/Cooperative Agreement/Contract] Number [FAIN or Prime Sponsor Award Number] awarded on [Federal/Sponsor award date], in support of the Research Project.

[**OPTIONAL**- **Delete if not applicable**] The Sponsor has identified appropriate or applicable flow-down terms which are included in this Agreement as Attachment 3.

**NOW, THEREFORE,** in consideration of these premises and other good and valuable consideration described in this Agreement, the Sponsor and UMD enter into this Agreement and agree to abide by its terms and conditions.

1. **DEFINITIONS**
2. **“Confidential Information” means** information that one Party discloses (the “Disclosing Party”) in written, oral, graphic, electronic, or physical form to the other Party (the “Recipient”) that:
3. Is not generally known to the public, and concerns scientific knowledge, know-how, processes, inventions, techniques, formulae, products, data, plans, software, and similar information; and
4. If disclosed in tangible form, is clearly marked by the Disclosing Party as Confidential Information at the time of initial disclosure to the Recipient, or, if disclosed orally, is identified as Confidential Information at the time of disclosure, then summarized in a writing marked “Confidential” furnished by the Disclosing Party to the Recipient within ten (10) business days of initial disclosure.

Confidential Information does not include information that:

1. The Recipient develops independently and without the benefit of Confidential Information of the Disclosing Party;
2. The Recipient lawfully obtains from a third Party under no obligation of confidentiality;
3. Is or becomes publicly available through no wrongful act of the Recipient;
4. Is known to the Recipient prior to receiving the information from the Disclosing Party; and/or
5. Recipient is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena, provided the Recipient notifies the Disclosing Party prior to making such a disclosure so that the Disclosing Party may take appropriate action.
6. **“Export Controlled Information” means confidential technical information that is required for the design, development, production, manufacture, assembly, operation, repair, testing maintenance or modification of commodities controlled under the Commerce Control List of the Export Administration Regulations or the US Munitions List of the International Traffic in Arms Regulations. Export Controlled Information does not include information in the public domain, as that term is defined in the applicable regulations (EAR Part 772 or ITAR 120.11); information concerning general scientific, mathematical or engineering principles commonly taught in universities; basic marketing information on function or purpose or general system descriptions, or information resulting from the performance of fundamental research.**
7. **“Joint Research Results” means** any and all Research Results that are created, conceived of, reduced to practice or authored jointly by UMD and Sponsor employees.
8. **“Research Project” means the research and related activities** described in Attachment 1, attached hereto and incorporated herein as part of this Agreement.
9. **“Research Results” means all data, inventions, discoveries, copyrightable works, software, tangible materials, and information that are conceived of, first reduced to practice, collected, or created in the performance of the Research Project and funded under this Agreement.**
10. **“Sponsor Research Results” means** any and all Research Results that are created, conceived of, reduced to practice, or authored solely by Sponsor employees.
11. **“UMD Research Results” means any and all** Research Results that are created, conceived of, reduced to practice, or authored solely by UMD employees and/or students.
12. The meanings of “Project Title,” “Sponsor,” “UMD,” and “Principal Investigator” shall each mean the respective corresponding identifying information provided in the preamble of this Agreement.
13. **CONDUCT OF RESEARCH PROJECT**
14. **Principal Investigator. The Principal Investigator, identified on page 1 of this Agreement, has primary responsibility to perform and supervise the Research Project on behalf of UMD. The Principal Investigator shall have sole control over the manner in which the Research Project is conducted. Subject to the prior approval of the Sponsor, UMD will appoint a successor to the Principal Investigator if the Principal Investigator is not able, for any reason, to complete the Research Project. The Sponsor shall not unreasonably withhold such approval.**
15. **Efforts and Results. UMD agrees to use reasonable efforts to perform the Research Project. UMD agrees to submit a Final Project Report within ninety (90) days of the conclusion of the Term.**
16. Related Research. Sponsor understands and agrees that nothing in this Agreement interferes with UMD’s right to conduct research similar or related to the subject of the Research Project (“Related Research”), provided that such Related Research is conducted separately from the Research Project and does not involve the unauthorized use of Sponsor Confidential Information. Sponsor further understands and agrees that nothing in this Agreement grants Sponsor any rights to intellectual property that is conceived of or reduced to practice in the performance of any Related Research.

# **COMPENSATION**

1. Payment and Payment Schedule. Sponsor hereby awards to UMD a cost reimbursement award in an amount not to exceed $XXXX. UMD will invoice the Sponsor monthly for costs incurred in accordance with the Research Project Budget as shown in Attachment 2.

***OR***

Sponsor will pay UMD the total firm fixed price amount of $XXXX (“Award Amount”) below in accordance with the following installment schedule:

Payment 1: Fifty Percent (50%) of the Award Amount due upon execution of this Agreement and receipt of invoice from the UMD.

Payment 2: Thirty-five percent (35%) of the Award Amount due upon receipt of invoice from the UMD on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Payment 3: Fifteen percent (15%) of the Award Amount due within thirty (30) days of the date the UMD submits the Final Project Report and Final Invoice.

1. **Invoices. All invoices should be sent to the following email or mailing address:**

 **Attention: [Invoice Contact Name]**

 **Address:**

 **Email:**

 **Phone:**

1. Issuance. All payments will refer to the UMD invoice number and should be remitted electronically as follows:

**For ACH (Automated Clearing House) payments please remit your payment as follows:**

Bank Name: **Wells Fargo Bank, N.A.**

Branch: **420 Montgomery Street, San Francisco, CA 94104**

Account#: **4108055161**

Bank routing #: **121000248**

Reference: **Include the reference “R32 and Invoice # being paid”**

**For Wire Transfer payments please remit as follows:**

Bank Name: **Wells Fargo Bank, N.A.**

Branch: **420 Montgomery Street, San Francisco, CA 94104**

Routing Transit Number: **121000248**

Swift Code INTL WIRE:  **WFBIUS6S** (**US currency and non US currency)**

Reference: **Include the invoice # being paid**

1. **[Only include the following if proposing a Cost Reimbursement Agreement]** Line Transfers. The Principal Investigator may transfer funds between Research Project budget lines without the prior approval of the Sponsor as long as such transfers do not impact the scope of the Research Project or interfere with its completion. If approval is required due to impact on scope or completion date, such approval shall not be unreasonably withheld.
2. **EQUIPMENT**
3. **Equipment. UMD shall hold t**itle in any equipment and materials that the UMD purchases, acquires, or fabricates with funds provided by Sponsor as authorized under this Agreement.
4. **Shipment Abroad. UMD is unable to ship any equipment abroad without the express prior approval of the UMD’s Research Security Office. Sponsor shall provide UMD reasonable advance written notice if Sponsor requires UMD to ship any such equipment abroad during the term of this Agreement.**
5. **RESEARCH RESULTS**
6. **Ownership.** UMD will own all rights and title to, and interests in, any and all UMD Research Results. UMD and Sponsor will jointly own all rights, title to and interests in Joint Research Results. The Sponsor will own all rights, title to and interests in Sponsor Research Results.
7. **Disclosure. Each Party** will disclose its Research Results to the other Party as soon as possible after receiving a written disclosure or similar notice of Research Results from its inventors. Inventors of Joint Research Results shall jointly prepare a disclosure of results and submit it to their employer.
8. **Inventor or Author Status. A** person’s status as inventor or author will be determined in accordance with U.S. laws.
9. PATENTING AND LICENSES TO RESEARCH RESULTS
10. **Research License. Each Party agrees to grant and hereby grants to the other Party a nonexclusive, nontransferable, non-assignable, royalty-free right and license in Research Results of which it is the exclusive owner pursuant to Section V for its use solely in support of internal, non-commercial research or educational purposes (“Research License”).**
11. Sponsor’s Election to Support Patent Protection and/or to Negotiate a License to Commercialize UMD Research Results. UMD will notify the Sponsor within sixty (60) days of receiving a disclosure of any UMD Research Results. Within sixty (60) days of receipt of such notification, Sponsor will provide to the UMD with written notification stating that it either:

1. Elects to support the filing of patent applications *and* to negotiate an exclusive or nonexclusive commercial use license in the UMD Research Results; or
2. Elects not to support the filing of patent applications *and* not to negotiate an exclusive or nonexclusive commercial use license in the UMD Research Results; or
3. Elects not to support the filing of patent applications *but* *does* elect to negotiate an exclusive or nonexclusive commercial use license in the UMD Research Results.
4. Determination of Responsibilities for Joint Research Results. Each Party shall notify the other Party within sixty (60) days of receiving a written disclosure of any Joint Research Results. Upon such notification, the Parties shall proceed in accordance with Section VI.E herein with respect to protection of any such Joint Research Results

1. Failure to Provide Timely Notice. Sponsor’s failure to provide timely notice under Section VI.B above shall be deemed to be its election not to support the filing of patent applications and not to negotiate an exclusive or nonexclusive license to commercialize the UMD Research Results, in which case Sponsor’s right to use and practice the UMD Research Results shall be limited to the rights granted under Section VI.A above.
2. Patent Protection. The Section applies in the case of any Joint Research Results, as well as when Sponsor elects to both support the filing of patent applications and to negotiate an exclusive or nonexclusive commercial use license in disclosed UMD Research Results, as per Section VI.B.1 above.
3. Within sixty (60) days of either receipt of Sponsor’s election under VI.B above, or receipt by one Party of written notice from the other of the existence of Joint Research Results, the Parties shall agree on the scope of patent applications arising thereunder, where to file such applications, and which Party will serve as the lead for all matters related to the preparation, filing, defense, and maintenance of the corresponding patent application and resulting patents (“Patent Process”).
4. The lead Party will be responsible for selecting patent counsel, subject to the other Party’s consent; preparing and submitting all filings, subject to a duty of meaningful prior consultation with the other Party; providing written notice to the other Party of Patent Process actions; and providing copies of all documents submitted and/or received in connection with the Patent Process within thirty (30) days of the date of such actions and/or receipt or submission of documents.
5. The lead Party will not modify the scope of any patent application or change patent counsel without the prior written approval of the other Party.
6. The other Party agrees to cooperate with and assist the lead Party throughout the Patent Process. In the event that the lead Party is the UMD and the Sponsor fails to execute required papers at the UMD’s request, Sponsor hereby irrevocably appoints any duly authorized official of UMD as Sponsor’s attorney-in-fact to sign any and all such papers.
7. Sponsor shall be responsible for all costs related to the Patent Process unless otherwise agreed to by the Parties in writing.
8. Negotiation of License for UMD Research Results. The Parties shall have six (6) months from UMD’s receipt of Sponsor’s written notice under section VI.B.1 within which to negotiate, in good faith, the terms of a license agreement for any UMD Research Results, consistent with the following:
9. The terms of the license will fairly and reasonably reflect the nature of the Research Results, as well as the costs of subsequent research and development needed to bring the Research Results to the marketplace. The license will provide for reasonable compensation to the UMD. The field of use of the license will be commensurate with the scope of the Research Project.
10. Every license shall be subject to the UMD’s retention of the right to use and practice UMD Research Results in support of its educational and research activities; any rights the United States Government may have under 35 U.S.C. §§ 200, et seq.; and any obligation of confidentiality under a nondisclosure agreement the Parties may have executed.
11. If a proposal of license terms and conditions is pending at the expiration of the six-month negotiation period, the period will be extended for one (1) month for the Parties to complete negotiations on the pending proposal.
12. If the Parties have not executed a license prior to the expiration of the extension and do not agree to another extension of the negotiation period, the UMD will be free to license UMD Research Results to third Parties provided that, for a period of two (2) months after expiration of the negotiation period, the UMD does not offer license terms to a third Party that are more favorable terms than the terms offered to Sponsor without first offering those more favorable terms to Sponsor. If Sponsor and UMD do not then execute a license, Sponsor’s right to use UMD Research Results will be limited to those granted under the Research License.
13. Negotiation of License for Joint Research Results. The Parties shall have six (6) months from a Party’s receipt of the written notice by the other Party regarding the existence of any Joint Research Results within which to negotiate, in good faith, the terms of a commercial agreement for any Joint Research Results, consistent with the following:
14. The terms of the commercial agreement will fairly and reasonably reflect the nature of the Joint Research Results, the costs of subsequent research and development needed to bring the Research Results to the marketplace, and the relative contributions of each Party to their creation. The commercial agreement will provide for reasonable compensation to the UMD.
15. Every commercial agreement shall be subject to the UMD’s retention of the right to use and practice Joint Research Results in support of its educational and research activities; any rights the United States Government may have under 35 U.S.C. §§ 200, et seq.; and any obligation of confidentiality under a nondisclosure agreement the Parties may have executed.
16. If a proposal of commercial agreement terms and conditions is pending at the expiration of the six-month negotiation period, the period will be extended for one (1) month for the Parties to complete negotiations on the pending proposal.
17. If the Parties have not executed a commercial agreement prior to the expiration of the extension and do not agree to another extension of the negotiation period, both Parties will be free to exercise or license to third Parties their rights in Joint Research Results subject to a duty to account to each other and the rights granted under the Research License.
18. Negotiation of License When Patent Protection Is Not Sought. The Parties shall have a period of six (6) months from UMD’s receipt of Sponsor’s written election not to support the filing of patent applications of any UMD Research Results within which to negotiate in good faith the terms of a license agreement. The license terms will be consistent with the provisions of Section VI.F above.
19. Contact Information for Disclosures of Research Results, Licensing Issues:

1. For UMD: UM Ventures

University of Maryland
7809 Regents Drive, 0134 Lee Building
College Park, MD 20742-5141

Telephone: 301-405-3947

Facsimile: 301-314-9502

Email: umdtechtransfer@umd.edu

1. For Sponsor: [Insert Office Name]

[Insert Name of PoC, if applicable]

 Address:

Phone:

Email:

1. **CONFIDENTIAL, EXPORT CONTROLLED AND/OR AGREEMENT INFORMATION**
2. **Confidentiality. The Receiving Party agrees to retain in confidence any Confidential Information provided by the Disclosing Party during the Research Project. Acceptance by the Receiving Party of the Disclosing Party’s Confidential Information (as evidenced by receipt thereof without objection within 30 days) means that the Receiving Party agrees to exercise reasonable efforts:**
3. **Not to publish or otherwise reveal said Confidential Information to third Parties without the permission of the Disclosing Party;**
4. **Not to discuss the Confidential Information to persons not having a “need to know”; and**
5. **To use the Confidential Information only in fulfillment of its obligations hereunder.**
6. **Right to Refuse Confidential Information. Each Party retains the right to refuse to accept any such Confidential Information that it does not consider to be essential to performance of the Research Project, or that it believes to be improperly designated.**
7. **No Classified Information. The Parties agree that no classified information will be exchanged under this Agreement. The UMD shall not be responsible for disclosure of Confidential Information by employees of UMD after termination of their employment if the UMD takes reasonable steps to prevent such Confidential Information disclosure violations.**
8. Fundamental Research. UMD research hereunder is conducted with the intent to publish, and meets the definition of *Fundamental Research* as defined in National Security Directive 189 as: “*[B]asic and applied research in science and engineering, the results of which ordinarily are published and shared broadly within the scientific community, as distinguished from proprietary research and from industrial development, design, production, and product utilization, the results of which ordinarily are restricted for proprietary or national security reasons*.” Results of UMD research are excluded from export control due to exclusions in the laws available for fundamental research.
9. Export Control and Controlled Unclassified Information (“CUI”). The UMD has many students and faculty who are non-U.S. persons. Unless otherwise certified in writing by an authorized UMD representative or UMD Export Compliance Officer, UMD researchers are not certified to be “US persons” as defined in US export laws. Furthermore, UMD information systems are not certified for handling Export Controlled Information or other forms of Government-furnished CUI. The transfer of Export Controlled Information or CUI is prohibited under this Agreement unless the Receiving Party’s Export Compliance Officer identified below has provided written permission. Should one Party believe it is necessary to disclose Export Controlled Information or CUI, the Disclosing Party shall notify the Recipient’s Export Compliance Officer and provide a description of the information to be disclosed, including the applicable export jurisdiction and classification for the associated commodity. The Disclosing Party will abide by any instructions provided by the Receiving Party for the transmittal of Export Controlled Information or CUI. Unless specified in the Statement of Work, neither Party is obligated to accept Export Controlled Information or CUI.
10. Export Control Contact Information
	1. For UMD: Adam Grant, Director

 Research Security Office

 University of Maryland

7809 Regents Drive, 2133 Lee Building

College Park, MD 20742-5141

Phone: 301-405-2656

Email: export@umd.edu

* 1. For Sponsor: [Insert Export Control Contact Name]

[Insert Office Name, if applicable]

 Address:

 Phone:

 Email:

##### Sponsored Research Agreement Information. Either Party may disclose the fact and general nature of this Agreement and the Research Project without prior approval from the other Party. UMD may make this Agreement available for public inspection in accordance with the Maryland Public Information Act.

##### PUBLICATION RIGHTS

1. Nothing in this Agreement affects the right of either Party to publish papers and make public presentations relating to the Research Project and Research Results so long as they are made consistent with the terms of this Section.
2. Prior to submission for publication or public presentation of a manuscript or abstract describing the results of the Research Project, the Publishing Party will send a copy of the proposed manuscript or abstract to the Non-Publishing Party. Within ten (10) days of the Non-Publishing Party’s receipt of the manuscript, the Non-Publishing Party shall identify for the Publishing Party, in writing, specific information in the manuscript that the Non-Publishing Party identifies as patentable, or as its Confidential Information that was inadvertently included and that it wishes to have deleted. If the Non-Publishing Party identifies patentable information, it will also notify the Publishing Party in what countries the Non-Publishing Party intends to seek patent protection.
3. Upon receipt of the Non-Publishing Party’s written notice under Section VIII.B above, the Publishing Party will delete any Confidential Information of the Non-Publishing Party as identified, and/or delay submission of the manuscript for sixty (60) days, or a longer period to which the Parties agree that conforms to the University System of Maryland’s Policy on Classified and Proprietary Work, as approved by the Board of Regents and amended from time to time, to permit the Non-Publishing Party to prepare and file a patent application(s) on the identified patentable information. The Non-Publishing Party will notify the Publishing Party promptly of such filing. After expiration of the delay period or upon the filing of a patent application, whichever is the first to occur, the Publishing Party shall be free to submit the manuscript for publication.
4. If the 10-day review period expires without written notice from the Non-Publishing Party to the Publishing Party, the Publishing Party shall be free to submit such manuscript for publication and to publish the disclosed research results in any manner consistent with professional standards.
5. Limitations on publications and presentations identified above shall not limit the discussion of pertinent portions of the Research Project with co-workers on the UMD’s campus in performing the Research Project, nor shall they prohibit student(s) from presenting theses in fulfillment of requirements for advanced degrees.
6. The author(s) of any publication arising under this Agreement shall have the final right to determine the scope and content of any paper or presentation, subject to the limited right of review granted to the other Party as described herein.
7. The obligations under this Section will expire one (1) year from the date this Agreement expires.

##### LIABILITY and DISCLAIMER OF WARRANTIES

1. UMD Liability. The liability under this Agreement of UMD, the State of Maryland, and their respective officers, employees and agents acting within the scope of their employment will be governed by Title 12 of the State Government Article of the Annotated Code of Maryland.
2. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, MACHINE DOWN TIME, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE RESEARCH PROJECT, RESEARCH RESULTS, OR USE OF RESEARCH RESULTS BY ANYONE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
3. LIABILITY CAP. EACH PARTY’S TOTAL AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES WHATSOEVER RELATING TO OR ARISING OUT OF THE RESEARCH PROJECT AND/OR USE OF RESEARCH RESULTS, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE TOTAL OF ALL AMOUNTS ACTUALLY PAID TO UMD BY SPONSOR UNDER THIS AGREEMENT UNLESS FURTHER LIMITED BY APPLICABLE LAW.
4. DISCLAIMER OF WARRANTIES. RESEARCH RESULTS ARE PROVIDED AS IS. THE STATE OF MARYLAND, UMD AND THEIR RESPECTVE OFFICERS, AGENTS AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESEARCH RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED, OR DEVELOPED BY EITHER OR BOTH PARTIES; AND FURTHER JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESEARCH RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.
5. No Waiver. Nothing in this Agreement shall be construed or interpreted as (a) a denial to any Party of any remedy or defense available to said Party under the laws of the State of Maryland; (b) the consent of the State of Maryland or its agents and agencies to be sued; or (c) a waiver of any immunities afforded the State of Maryland or its agents and agencies.

##### NOTICES AND CONTACTS

* 1. Required Notices. Any notices or requests one Party is *required* to make to the other under this Agreement shall be in writing delivered by e-mail or first-class mail (air mail if not domestic), and addressed to the Parties identified in this Agreement (or to such other address as the Party to receive the notice or request so designates by written notice to the other).

* 1. Other Notices. The Parties may use any method to communicate on matters that are not subject to a requirement of written notice.
	2. Effective Date of Notices. Notices and requests shall be deemed given as of the date received.
1. **TERM AND TERMINATION**
2. Term. This Agreement shall commence on \_\_\_\_\_\_\_\_ (the “Effective Date”) and expire on \_\_\_\_\_\_\_, unless sooner terminated in accordance with the provisions herein, and may only be extended through mutual written agreement of the Parties.
3. Termination for Breach. Either Party may terminate this Agreement in whole or in part by written notice to the other Party of its intent to terminate based on the other Party’s breach of any material warranty, term, condition, or covenant of this Agreement. The written notice will specify the nature of the breach, and the termination shall become effective on the thirty-first (31st) day following receipt of notice by the breaching Party unless that Party gives written notice to the non-breaching Party that it has cured the breach prior to the expiration of the 30-day cure period.
4. Termination for Convenience. Either Party may terminate this Agreement at any time upon a minimum of ninety (90) days prior written notice to the other Party when it determines termination is in its best interest.
5. Effects of Termination. Within sixty (60) days following the expiration or earlier termination of this Agreement, each Party shall return to the other Party any information or materials it received from the other Party and is not entitled to retain under this Agreement. The UMD will submit a final report to Sponsor of all funds received and expended for the Research Project and will refund the unused and uncommitted funding it received from Sponsor, but will be entitled to retain funds to cover previously made financial commitments that may not be cancelled without liability to UMD. The termination or expiration of this Agreement, for any reason, shall not affect either Party’s rights, responsibilities, or obligations that accrued prior to the effective date of termination of this Agreement.
6. Survival. Articles VI. Patenting and Licenses to Research Results, VII. Confidential, Export Controlled and/or Agreement Information, VIII. Publication Rights, IX. Liability and Disclaimer of Warranties, XII. Disputes, and XIII. General shall survive the termination or expiration of this Agreement.
7. **DISPUTES**

**The Parties agree to use their best efforts to resolve any disagreement that arises out of this Agreement, and to forward disagreements to others in their organization for resolution when necessary.**

1. **WORK INVOLVING HUMAN OR VERTEBRATE ANIMALS**

**(IF APPLICABLE INCLUDE THIS LANGUAGE) The UMD agrees that any non-exempt human and/or vertebrate animal research protocol conducted under this Agreement shall be reviewed and approved by its Institutional Review Board (IRB) and/or its Institutional Animal Care and Use Committee (IACUC), as applicable, and that it will maintain current and duly approved research protocols for all periods of this Agreement involving human and/or vertebrate animal research. The UMD certifies that its IRB and/or IACUC are in full compliance with applicable state and federal laws and regulations. The UMD certifies that any submitted IRB/IACUC approval represents a valid, approved protocol that is entirely consistent with the Research Project associated with this Agreement. In no event shall UMD invoice or be reimbursed for any human or vertebrate animals related expenses or care incurred in a period where any applicable IRB/IACUC approval is not properly in place. Sponsor will provide data and safety monitoring plans and reports to UMD. Sponsor agrees to provide routine and urgent data and safety monitoring reports to UMD as required by the IRB approved data and safety monitoring plan.**

**(\*\*\*Include only if UMD is conducting or reviewing FDA-regulated clinical trials funded by industry sponsors\*\*\*) Sponsor is required to promptly (no longer than within thirty (30) days) notify UMD of any findings that could affect the safety of study participants, influence the conduct of the clinical trial, and/or alter the IRB’s approval to continue the clinical trial.**

 **OR, if no animals/humans will be used delete the above language and insert “RESERVED.”**

1. **GENERAL**
2. **Assignment.** Neither Party shall assign or transfer its rights or obligations hereunder without modification to this Agreement, which shall be signed by an authorized representative of both Parties.
3. Relationship of Parties. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that shall be binding, on the other Party, except as may be expressly provided for herein or authorized in writing.
4. Waiver. No provision of this Agreement shall be waived unless done so in a writing signed by all Parties to this Agreement. The waiver of any provision of this Agreement shall not be deemed to be a continuing waiver or the waiver of any other provision of this Agreement.
5. Severability. If any one or more of the provisions contained in this Agreement, or any application thereof, is held to be invalid, illegal, or unenforceable in any respect for any reason, such invalidity, illegality, or unenforceability shall not affect any other provision hereof or any other application of the affected provision. It is the intention of the Parties that if any provision or application thereof is held to be invalid, illegal, or unenforceable, there shall be substituted in lieu thereof a valid and enforceable provision or application as similar in terms to such provision or application as is possible.
6. Governing Law. This Agreement shall be construed and governed by the laws of the state of Maryland without reference to its conflicts of laws principles.
7. Captions. The captions, section numbers, and any table of contents appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, explain, or modify the scope or intent of such sections, nor do they in any way affect this Agreement.
8. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties and their respective successors and assigns; provided, however, that Sponsor may assign this Agreement, in whole or in part, only with the prior written consent of the UMD, which consent shall not be unreasonably withheld.
9. Modifications. This Agreement may be modified only by written agreement signed by authorized representatives of each Party.
10. Force Majeure. Neither Party will be liable for any cancellation, delay, or change in location, programming, or performance caused by or related to events beyond the Party’s reasonable control, including but not limited to weather emergencies, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), or other acts of God; acts of the State in its sovereign or contractual capacity; civil unrest; labor disputes or stoppages; utility outages; threats to regional or national security; or any other occurrence that, in the opinion of the Party, is potentially dangerous to its personnel, students, visitors, or the general public (“Force Majeure Event”). The effects of such cancellations, delays, or changes may include, without limitation, (i) campus or facility closures, (ii) the cancellation or rescheduling of programs and/or events, (iii) the cancellation or termination of certain contractual engagements, and/or (iv) implementation of isolation and/or quarantine procedures or other government directives. The Party affected by any Force Majeure Event shall not be responsible for any direct or indirect costs or expenses incurred by the other Party resulting from any such cancellation, delay, or change in location, programming, or performance. The Party so affected by any Force Majeure Event will notify the other Party, in writing, as soon as reasonably possible and will promptly recommence performance, if possible, after the Force Majeure Event ceases to affect the Party.
11. Entire Agreement. This Agreement, including Attachments 1, 2 and 3 (**if included, if not delete and modify**) constitutes the entire understandings of the Parties with respect to the subject matter of this Agreement. All prior agreements, whether oral or written, are superseded by this Agreement. In the event of inconsistency between the terms and conditions of this Agreement and those of the aforementioned Attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) this Agreement (2) Attachment 3, the Applicable Flow-down Terms (**if included, if not delete and modify this section**), and (3) Attachments 1 and 2.
12. Counterparts. This Agreement may be executed in counterparts, each of which taken together will be deemed one original. **The authorized representative of each Party agrees to enter into this Agreement and abide by its terms and conditions.**

**AGREED TO:**

**SPONSOR UMD**

**BY: BY:**

**[Signature] [Signature]**

**Name, Title Name, Title**

**Date DateAttachment 1: Research Project**

**Attachment 2: Research Project Budget**

**Attachment 3: Applicable Flow-down Terms [delete Attachment 3 if not applicable]**