

## MASTER SPONSORED PROJECT AGREEMENT

**THIS MASTER SPONSORED PROJECT AGREEMENT** (“Master Agreement”) is entered into by and between:

- a) **<SPONSOR>**, located at **<ADDRESS>** (“Sponsor”); and
- b) The Curators of University of Missouri, located at 601 Turner Ave., Turner Avenue Garage, Room 201, Columbia, MO 65211 (“University”).

Sponsor and University are referred to individually herein as a “Party” and together as the “Parties.”

### AGREEMENT BACKGROUND

1. Sponsor is engaged in the development, manufacture, distribution, and sale of [pharmaceutical products].
2. University is an institution of higher education with personnel and facilities having capabilities and capacity for providing research services.
3. Sponsor and University anticipate that Sponsor may wish to retain University from time to time to perform research services as part of certain detailed projects (“Projects”) agreed to by Sponsor and University.
4. University is willing to provide such Project-specific research services to Sponsor in accordance with the terms and conditions of this Master Agreement and any Project-specific terms and conditions agreed to by the Parties.

**NOW, THEREFORE**, in consideration of the above background statements and the mutual covenants, representations, and promises herein contained, the Parties agree as follows:

1. **Agreement Term.** The term of this Master Agreement shall begin on **<DATE>** (“Effective Date”) and last through **<DATE>** (“Ending Date”).
2. **Project.**
  - 2.1. “Project Agreement” shall mean an agreement entered into by the Parties that contains a detailed description of research goals of a particular Project and the research tasks to be performed by University in furtherance of those research goals. Any Project Agreement shall materially conform to the format shown in Exhibit A and set forth the information requested in Exhibit A. A Project Agreement shall be governed by, and shall incorporate by reference, all of the terms and conditions of this Master Agreement unless expressly provided otherwise in such Project Agreement.
  - 2.2. Each Project will be directed and supervised at University by the Principal Investigator identified in the associated Project Agreement. The Principal Investigator named in the Project Agreement shall have primary responsibility at University for the performance of the Project. Sponsor understands that with respect to any Project, University may be involved in similar projects through its employees on behalf of University and others. Sponsor shall have no rights through this Master Agreement to such other projects.
  - 2.3. University represents that it will perform each Project in accordance with the Project details, terms and conditions set forth in the governing Project Agreement. In the event the Principal Investigator

becomes unable to continue working on a Project and a mutually acceptable substitute is not available, either Party shall have the option to terminate the Project.

**3. Compensation.**

- 3.1. As consideration for University's performance of a Project, Sponsor shall pay University the sum detailed in the governing Project Agreement and in accordance with the payment schedule set forth therein.
- 3.2. University shall invoice Sponsor according to the payment schedule set for in the Project Agreement. Sponsor shall pay any invoiced amount within 30 days of receipt of the applicable invoice.
- 3.3. Sponsor shall make checks payable to "University of Missouri" and send payments to The Curators of the University of Missouri, University of Missouri AR, PO Box 807012, Kansas City, MO 64180-7012 with reference to the invoice number and account number referenced in the invoice.

**4. Materials, Equipment and Supplies.** University shall retain title to all materials, equipment and supplies purchased or fabricated with funds provided by Sponsor pursuant to any particular Project Agreement.

**5. Reports.** University shall prepare and deliver to Sponsor a written final report summarizing University's findings from a particular Project within thirty (30) days of the Ending Date indicated in the Project Agreement governing the Project or the earlier termination of this Master Agreement.

**6. Public Disclosure.**

- 6.1. University may publicly disclose any findings made under a Project, but will send all proposed disclosures to Sponsor at least thirty (30) days prior to public disclosure to provide opportunity for review and comment and to determine if patentable subject matter or Sponsor Confidential Information, as defined in Section 8.1, is contained therein. University agrees to remove Sponsor Confidential Information as requested by Sponsor prior to disclosure, or to delay disclosure up to sixty (60) days to seek appropriate protection for patentable subject matter as provided in Section 7. If Sponsor raises no objection within the 30-day notification period, then University has the right to proceed with public disclosure. University shall have the final authority to determine the scope and content of any public disclosure, except for removal of Sponsor Confidential Information as described above.
- 6.2. Sponsor shall not state or imply in any public disclosure that University endorses, endorsed, approves or approved any service or product manufactured, sold, or distributed by Sponsor or any third party. Except as otherwise set forth herein, this Master Agreement does not assign, transfer or convey to a Party any license, privilege or right to use any trademarks, trade names, service marks or symbols of the other Party.
- 6.3. University shall acknowledge Sponsor in all public disclosures disclosing or discussing results of each Project that are made by University.

**7. Intellectual Property.**

- 7.1 The rights of the Parties as to any IP (defined below) arising out of any Project are subject to any applicable rights of and obligations to the United States Government pursuant to the provisions of 35 U.S.C. sections 200-212 and applicable regulations of Chapter 37 of the Code of Federal Regulations.

- 7.2 For purposes of this Master Agreement, “IP” means and includes all technical information, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other proprietary ideas, whether patentable or copyrightable or tangible materials, first created, conceived, or reduced to practice during and as a result of the performance of the Project. IP does not include the background or other intellectual property of either Party or any University faculty scholarly publications. “University IP” means any IP wherein the inventorship consists solely of one or more University Researchers. “University Researchers” means the Principal Investigator and other University personnel working or performing research in furtherance of the Project. “Joint IP” means any IP wherein the inventorship comprises at least one University Researcher and one Sponsor employee or agent. If any Joint IP is developed, the Joint IP will be owned jointly by University and Sponsor. Inventorship of any patentable invention arising out of any particular Project will be determined according to the patent law of the United States and authorship of any copyrightable work shall be determined according to the copyright law of the United States.
- 7.3 Intellectual property developed outside the performance of a Project by a Party shall be owned or controlled by that Party and no license to such intellectual property to the other Party is implied or granted in this Master Agreement.
- 7.4 University shall control, at its sole discretion, the filing, prosecution and maintenance of all patent and copyright applications and issued patents and copyright registrations covering University IP. University shall also control the filing, prosecution and maintenance of all patent and copyright applications and issued patents and copyright registrations covering Joint IP. Subject to Section 7.5, Sponsor may request that a patent application for University IP or Joint IP be filed at Sponsor’s expense by contacting University’s Technology Advancement Office as provided in accordance with the notice procedures set forth herein, in which case Sponsor may review and comment on documents filed with and received from the applicable patent office when time permits.
- 7.5 In consideration of Sponsor’s support of a Project and provided Sponsor is not in material breach of this Master Agreement, Sponsor shall have the option to negotiate a royalty-bearing license, either exclusive with the right to sublicense, or non-exclusive without the right to sublicense, to University IP or University’s interest in Joint IP. If Sponsor desires an option, the following rules and procedures apply.
- 7.5.1 Sponsor must exercise the option in writing to University within sixty (60) days after the date of University’s Technology Advancement Office’s notification to Sponsor of the existence of any University IP or Joint IP.
- 7.5.2 If Sponsor exercises the option as indicated above, the Parties shall have four (4) months from the date of Sponsor’s written notification to University that it wishes to exercise the option in which to fully execute a written license agreement. Any such written license agreement must, without limitation, contain terms requiring diligent performance by Sponsor for the timely commercial development and marketing of the subject intellectual property, and shall include Sponsor’s obligation to reimburse University for its filing, prosecution and maintenance costs for all patents and copyright registrations subject to the license and provide certain indemnification for University and its curators, officers, employees and agents for commercial activity related to any inventions or works.
- 7.5.3 In the event Sponsor requests a patent be filed on University IP or Joint IP under Section 7.4, or Sponsor exercises an option under Section 7.5.2, Sponsor shall reimburse University all out-of-pocket patent and copyright registration filing, prosecution, and maintenance costs within thirty (30) days after receiving an invoice for such costs.

- 7.5.4 Notwithstanding anything herein to the contrary, Sponsor shall retain all invention disclosures and reports submitted to it by University in confidence and shall not disclose them to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor.
- 7.5.5 Notwithstanding anything herein to the contrary, in all circumstances, including whether any option or license covering University IP or Joint IP is exercised or agreed-to, University shall have the right to use and practice any University IP and Joint IP for research and educational purposes.

## 8. Confidential Information.

- 8.1. The Parties acknowledge that it may be necessary for a Party (the "Discloser") to disclose information related to a Project to the other Party (the "Recipient") that is proprietary or confidential ("Confidential Information"). If the Discloser considers any disclosed information as Confidential Information, Discloser shall identify such information as "Confidential Information" at the time of disclosure.
- 8.2. The Recipient agrees to use Confidential Information only for the purpose of a Project and to keep Confidential Information in confidence and not to disclose Confidential Information to any persons outside the Recipient's organization or to any unauthorized persons within Recipient's organization, without the prior written approval of the Discloser. Recipient will treat Discloser's Confidential Information in a manner consistent with Recipient's treatment of its own similar Confidential Information. However, the foregoing obligations of use and nondisclosure shall not apply to any portion of Confidential Information that:
  - a. was in the possession of or known by Recipient before receipt from Discloser;
  - b. is or becomes a matter of public knowledge through no breach of the Agreement by Recipient;
  - c. is received by Recipient from a third party without a duty of confidentiality;
  - d. is disclosed by Discloser to a third party without a duty of confidentiality;
  - e. is independently developed by Recipient, which development is provable by documentation;
  - or
  - f. is disclosed publicly under operation of law.
- 8.3. Recipient shall not disclose Confidential Information disclosed under a Project for a period of three (3) years from the date of expiration or termination of the Project.
- 8.4. If the Recipient of Confidential Information becomes legally compelled or is required by law to disclose such Confidential Information, the Recipient shall notify the Discloser promptly so that the Discloser may seek a protective order or other appropriate measures.
- 8.5. Recipient shall use Confidential Information strictly for purposes of a Project and for no other purpose. Upon Discloser's written request, Recipient shall discontinue use of Confidential Information and return or destroy all such information to Discloser, subject to retention of one (1) copy for archival purposes.
- 8.6. Sponsor acknowledges that University is subject to the Missouri Sunshine Act, 610 RSMo, and that all information shall be treated by University as confidential only to the extent permitted by law. Notwithstanding any other provision of this Master Agreement, provided such disclosures are made under obligations of statutory, professionally imposed or contractually agreed-to confidentiality, Recipient may disclose Confidential Information to its attorneys, accountants, experts or consultants

for purposes of evaluating, understanding and obtaining advice as to the rights and obligations of the Parties under this Master Agreement and for purposes of enforcing or defending this Master Agreement, any of its provisions or claims made under it.

9. **No Warranty. ANY PROJECT RESULTS PROVIDED BY UNIVERSITY ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, UNIVERSITY MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, AS TO ANY MATTER RELATING TO A PROJECT, PROJECT AGREEMENT OR THIS MASTER AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: A PROJECT; ANY RESULTS OF A PROJECT; ANY DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED; AND ANY INVENTION, WORK, PRODUCT OR TANGIBLE MATERIALS, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED OR DEVELOPED UNDER A PROJECT OR IN CONNECTION WITH CONDUCTING A PROJECT..**

10. **Liability.**

10.1. Neither Party shall be responsible or liable for any injuries or losses that may result from the implementation or use by the other of the results from a Project.

10.2. At all times during the term of this Master Agreement, any Project and thereafter, Sponsor shall indemnify, defend and hold harmless University, its current and former employees, officers, curators, and agents from any and all claims, proceedings, suits, demands, expenses (including attorneys' fees and costs), losses penalties, judgments, or liabilities resulting from: (a) the performance of activities carried out under or permitted by a Project Agreement or this Master Agreement or a Project or the breach of any term, representation or warranty set forth in a Project Agreement of this Master Agreement; (b) the use, manufacture, sale, distribution or commercialization of any Project deliverables, Project results, University IP or Joint IP, including but not limited to: (i) any infringement or misappropriation of a patent, copyright, trade secret or other intellectual property or proprietary right of any third party; or (ii) any product liability claims, such as those involving the death of or injury to any person or persons or damage to property; or (c) a violation of law by Sponsor. If any such claims or causes of action are made, University shall be defended by counsel selected by Sponsor, subject to University's approval, which shall not be unreasonably withheld. University reserves the right to be represented by its own counsel at its own expense. At request of University, Sponsor shall provide proof of it having in place insurance sufficient to cover the aforementioned potential liabilities.

10.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ANY PROJECT OR THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST MARKET OPPORTUNITIES), WHETHER KNOWN, FORESEEABLE OR ADVISED OF SUCH POSSIBILITY, OR ARISING UNDER CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER THEORIES.

11. **Termination.**

11.1. Either Party may terminate this Master Agreement or any individual Project with sixty (60) days written notice. Upon termination, Sponsor shall compensate University for all actual and allowable expenses and all non-cancellable obligations properly incurred or encumbered prior to the date of termination.

11.2. The expiration or termination of this Master Agreement or an individual Project shall not supersede the Parties' obligations with respect to any provision that by its express terms survives expiration or termination of this Master Agreement. Without limitation, the following Sections shall survive: Compensation (Section 3); Reports (Section 5); Public Disclosure (Section 6); Intellectual Property (Section 7); No Warranty (Section 9); Indemnification and Liability (Section 10); and Governing Law (Section 17).

11.3. If this Master Agreement terminates prior to the termination of a Project, that Project shall terminate in accordance with the Project Period listed in the Project Agreement.

12. **Notices.** Notices required or provided under this Master Agreement shall be in writing and delivered in person, or sent by first class mail or certified mail, postage prepaid, or overnight delivery, to a Party at the address set forth below. Notice shall be deemed received immediately upon personal delivery, five days after being deposited in the mail, or the next day if sent by overnight delivery. Email addresses and phone numbers are provided for convenience only. However, if at the time a Party seeks to provide notice under this Master Agreement, the other Party's mailing address indicated below is no longer current and an alternate mailing address was not previously provided, the notifying Party may send notice electronically addressed to any email address indicated below and should that email address not then be operable or valid, to any email address used by the Party or its personnel to communicate in furtherance of a Project or this Master Agreement and such notice shall be considered validly received.

	<b>Sponsor</b>	<b>University</b>
Name		OSPA
Address		
Phone		
Email	For general business matters:  For invoicing:	For Business Matters: <a href="mailto:grantsdc@missouri.edu">grantsdc@missouri.edu</a>  For Intellectual Property Matters: <a href="mailto:tao@missouri.edu">tao@missouri.edu</a>

13. **Export Control.** University and Sponsor are subject to applicable U.S. export and sanctions laws and regulations. Sponsor shall identify any export-controlled information or materials as such prior to providing such information or materials to University. Notification shall be sent in accordance with the procedures set forth in this Master Agreement. University shall have the right to refuse acceptance of such export-controlled information or materials from Sponsor. Furthermore, University and Sponsor agree to not export anything in violation of applicable U.S. export control and sanctions laws and regulations.

14. **Assignment.** Sponsor may assign this Master Agreement upon written notice to University.

15. **Independent Contractors.** The Parties are independent contractors and neither Party shall be an agent or an employee of the other Party at any time or for any purpose. No joint venture, partnership or like relationship is created between the Parties by this Master Agreement.

16. **Counterparts.** This Master Agreement may be executed in any number of counterparts, including scanned PDF documents and use of electronic signatures. Each such counterpart shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.
17. **Governing Law.** This Master Agreement shall be deemed to be a contract under and shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, without giving effect to its choice of law provisions.
18. **Certification.** If this Master Agreement and any Project Agreements have a cumulative total potential value of \$100,000 or more, and if Sponsor is a company with ten (10) or more employees, then Sponsor certifies that it, and any company affiliated with it, does not boycott Israel and will not boycott Israel during the term of this Master Agreement and any Projects. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Section 34.600 of the Missouri Revised Statutes.
19. **Entire Agreement.** This Master Agreement and the applicable Project Agreement constitutes the entire and only agreement between the Parties relating to a Project, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the Parties. Terms and conditions that may be set forth (front, reverse, attached or incorporated) in any purchase order issued by Sponsor in connection with this Master Agreement shall not apply, except for informational billing purposes (e.g., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature).
20. **Force Majeure.** Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Master Agreement or Project Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the Party.
21. **Conflicts.** Sponsor represents and warrants that Principal Investigator has no current or prospective financial, ownership, arrangement, or outside interest in or with the Sponsor.

**IN WITNESS WHEREOF**, Sponsor and University have caused this Master Agreement to be executed by their duly authorized representatives as of Effective Date written above.

**Sponsor:** <Name>

\_\_\_\_\_/\_\_\_\_\_  
Name: Date  
Title:

**The Curators of the University of Missouri**

Agreed and accepted:

\_\_\_\_\_/\_\_\_\_\_  
Name: Date  
Title:



**EXHIBIT A: PROJECT**

This Project is issued pursuant to the Master Sponsored Project Agreement ("Agreement") between <SPONSOR>, ("Sponsor") and The Curators of the University of Missouri ("University") dated <DATE>. The Agreement is hereby incorporated herein by reference and expressly made a part hereof. Accordingly, the terms and conditions of such Agreement shall be applicable to the work conducted under this Project. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Agreement.

- 1. Title:
- 2. University Project Number
- 3. Principal Investigator and contact information:
- 4. Sponsor Representative and contact information:
- 5. Project Statement of Work and Budget: See Attachment 1
- 6. Project Period:
- 7. Project Fixed Fee:
- 8. Project Payment Schedule:
- 9. Invoice Sponsor?  Yes  No  
    Invoice Address:
  
- 10. Additional Terms and Conditions:

IN WITNESS WHEREOF, the parties have entered into this Project as of the last date set forth below.

The Curators of the University of Missouri  
Approved and Accepted

**Sponsor**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1: Statement of Work and Budget**