

SPONSORED PROJECT AGREEMENT

THIS SPONSORED PROJECT AGREEMENT (“Agreement”) is entered into by and between **<SPONSOR>**, located at **<ADDRESS>** (“Sponsor”), and The Curators of University of Missouri, located at 601 Turner Avenue, Turner Avenue Parking Garage Room 201, Columbia, MO 65211 (“MU”). Sponsor and MU are referred to individually herein as a “Party” and together as the “Parties.”

AGREEMENT BACKGROUND

- A. The Parties are mutually interested in the project described in the attached, accompanying, and incorporated Exhibit A to this Agreement (the "Project") as the Parties participation in the Project would be of mutual interest and benefit to Sponsor and MU and will further the mission of MU in a manner consistent with MU’s status as a non-profit, tax-exempt, educational institution.
- B. The Parties desire to enter into an agreement setting forth their obligations and resulting rights from collaborating on the Project.

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 Agreement shall begin on **<DATE>** (“Effective Date”) and last through **<DATE>** (“Ending Date”).
2. **Project.**
 - 2.1. “Project” shall mean the plan of work as set forth in Exhibit A.
 - 2.2. The Project will be directed and supervised at MU by **<NAME>**, “Principal Investigator.” The Principal Investigator shall have primary responsibility at MU for the performance of the Project. Sponsor understands that MU may be involved in similar projects through its employees on behalf of MU and others. Sponsor shall have no rights through this Agreement to other projects.
 - 2.3. MU represents that it will perform the Project in accordance with the Project description set forth in Exhibit A. In the event the Principal Investigator becomes unable to continue the Project and a mutually acceptable substitute is not available, either Party shall have the option to terminate the Agreement.
3. **Compensation.**
 - 3.1. As consideration for MU’s performance of the Project, Sponsor shall pay MU the fixed sum of **<\$FEE>** according to the payment schedule set forth herein.
 - 3.2. MU shall invoice Sponsor according to the following. Payment is due within 30 days of receipt of the invoice.
 - 3.2.1. TO BE DETERMINED BETWEEN PARTIES, REQUIRED PORTION OF FEE UP FRONT**
 - 3.2.2.
 - 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.** MU shall retain title to all materials, equipment and supplies purchased or fabricated with funds provided by Sponsor under this Agreement.
5. **Data and Reports.** MU shall prepare and deliver to Sponsor a written final report summarizing MU's findings from the Project within thirty (30) days of the Ending Date or early termination of the Agreement.
6. **Public Disclosure.**
 - 6.1. MU may publicly disclose any findings made under the 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. MU 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 7.0. If Sponsor raises no objection within the notification period above, then MU has the right to proceed with public disclosure. MU 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 MU 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 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. MU shall acknowledge Sponsor in all public disclosures disclosing or discussing results of this Project that are made by MU.
7. **Intellectual Property.**
 - 7.1 This Agreement is subject to any 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 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 MU faculty or any MU faculty scholarly publications. "MU IP" means any IP wherein the inventorship consists solely of one or more MU Researchers. "MU Researchers" includes the Principal Investigator and other MU personnel working or performing research in furtherance of the Project. "Joint IP" means any IP wherein the inventorship comprises at least one MU Researcher and one Sponsor employee or agent. If any Joint IP is developed, the Joint IP will be owned jointly by MU and Sponsor. Inventorship of any patentable invention 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 the 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 Agreement.

- 7.4 MU shall control, at its sole discretion, the filing, prosecution and maintenance of all patent and copyright applications and issued patents and copyright registrations covering MU IP. MU shall 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 MU IP or Joint IP be filed at Sponsor's expense by contacting MU'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 this Project and provided Sponsor is not in material breach of this Agreement, Sponsor shall have the option to negotiate a royalty-bearing license, either exclusive with the right to sublicense, or non-exclusive without right to sublicense, to MU IP or MU's interest in Joint IP. If Sponsor desires an option, then the following rules and procedures apply.
- 7.5.1 Sponsor must exercise the option in writing to MU within sixty (60) days after the date of MU's Technology Advancement Office's notification to Sponsor of the existence of any MU 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 MU 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 MU for its filing, prosecution and maintenance costs for all patents and copyright registrations subject to the license and provide certain indemnification for MU 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 MU IP or Joint IP under Section 7.3, or Sponsor exercises an option under Section 7.4.2, Sponsor shall reimburse MU all out-of-pocket patent and copyright registration filing, prosecution, and maintenance costs within thirty (30) days after receiving an invoice for such costs. Should Sponsor fail to pay the invoice during that period, MU shall have the right to immediately terminate Sponsor's option and license rights set forth herein.
- 7.5.4 Notwithstanding anything herein to the contrary, Sponsor shall retain all invention disclosures and reports submitted to it by MU 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 MU IP or Joint IP is exercised or agreed-to, MU shall have the right to use and practice any MU 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 the 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 the 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 this Agreement for a period of three (3) years from the date of expiration or termination of this Agreement.
- 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 the 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 MU 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 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 Agreement and for purposes of enforcing or defending this Agreement, any of its provisions or claims made under it.
9. **NO WARRANTY. ANY RESULTS PROVIDED BY MU 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, MU 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 THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: THE PROJECT; ANY RESULTS OF THE 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 THE PROJECT OR IN CONNECTION WITH CONDUCTING THE 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 the Project.

10.2. At all times during the term of this Agreement 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 this Agreement or the Project or the breach of any term, representation or warranty set forth in this Agreement; (b) the use, manufacture, sale, distribution or commercialization of any Project deliverables, Project results, or Project 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 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 Agreement with sixty (60) days written notice. Upon termination, Sponsor shall compensate MU 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 Agreement shall not supersede the Parties' obligations with respect to any provision that by its express terms survives expiration or termination of this Agreement. Without limitation, the following Sections shall survive: Compensation (Section 3); Data and 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).

12. **Notices.** Notices required or provided under this 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 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 the Project or this Agreement and such notice shall be considered validly received.

	Sponsor	MU
Name		OSPA
Address		601 Turner Ave. Turner Avenue Garage, Room 201 Columbia, MO 65211
Phone		573-882-7560
Email	For general business matters: For invoicing:	For Business Matters: grantsdc@missouri.edu For Intellectual Property Matters: tao@missouri.edu

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 MU. Notification shall be sent in accordance with the procedures set forth in this 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 Agreement upon written notice to MU.
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 Agreement.
16. **Counterparts.** This 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 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 Agreement has a 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 Agreement. 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 Agreement constitutes the entire and only agreement between the Parties relating to the 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 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 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 MU have caused this 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 STATEMENT OF WORK