

The University of North Carolina at Charlotte
Research Project Agreement Number _____

This Agreement, made and entered into this _____ day of _____, 20____, between The University of North Carolina at Charlotte (hereinafter called CONTRACTOR) and _____ (hereinafter called SPONSOR), witnesseth that:

Whereas, each party desires to enter into this Agreement for the benefits reasonably expected to be gained therefrom;

The parties hereto mutually agree as follows:

1. Scope of Work

CONTRACTOR will use reasonable efforts to perform research as described in its proposal entitled " _____ " which is attached hereto as Attachment "A" and incorporated herein by reference.

2. Term of Service

The term of the Agreement will begin on _____, 20____, and end on _____, 20____, unless extended by the mutual agreement of the parties.

3. Project Cost

SPONSOR agrees to pay to CONTRACTOR its actual fully burdened costs incurred in the performance of the efforts set forth in paragraph 1 above, provided, SPONSOR will not be obligated to pay CONTRACTOR any sums in excess of \$_____, nor will CONTRACTOR be obligated to incur costs in excess of said sum without the written consent of SPONSOR. SPONSOR agrees to make a total advance payment of _____ Dollars (\$_____).

CONTRACTOR will render invoices monthly for work performed during the preceding month. SPONSOR agrees to pay said invoices within 15 days of the invoice date. CONTRACTOR reserves the right to discontinue work if SPONSOR fails to pay invoices rendered by CONTRACTOR within the time herein specified.

4. Use of Names in Publicity

SPONSOR agrees that no advertising or publicity matter having or containing reference to CONTRACTOR will be disseminated without the prior written consent of CONTRACTOR.

5. Confidentiality

It is agreed that **Subcontractor** or **Sponsor** may, from time to time, make available to the other party's employees or students confidential information. Confidential information means information disclosed to the other party's personnel which is designated by the disclosing party either orally or in writing as confidential information. Verbal notification as to the confidential nature of the information disclosed will be confirmed by written notice to the other party within 15 days of disclosure. Confidential information also includes information which becomes known to the other party's employees or students as a consequence of

their involvement in research activities subject to the Agreement and not generally known, including, but not limited to, information relating to trade secrets or other proprietary information. It is further agreed that such confidential information disclosed to or obtained by the other party will be treated as confidential and that the other party's personnel will use all reasonable efforts to avoid, directly or indirectly, without the prior written consent of the disclosing party, developing, disclosing, offer to divulge, furnishing, or making known or accessible to anyone whatsoever for the use or benefit of anyone other than the disclosing party any such information. All records, in whatsoever form disclosed, containing such information or copies thereof shall be and remain the property of the disclosing party and shall be returned to that party upon request or at the termination of the Agreement for any reason. This confidentiality obligation shall survive termination of the Agreement for a period of five (5) years. The obligations of confidentiality and nondisclosure shall not apply to:

- a. Information which is or becomes public knowledge through no fault of the party to whom it was disclosed as confidential.
- b. Information disclosed to the receiving party by a third party entitled to disclose.
- c. Information already known to the receiving party or information independently developed by the receiving party without the assistance of the disclosing party's confidential information as evidenced by written records of the receiving party's personnel.
- d. Information which is required by law to be disclosed; provided that the receiving party will give the disclosing party reasonable notice of any such request prior to making the disclosure.

6. Patents and Copyrights

Title to all inventions, discoveries, computer software or other copyrightable material or data, conceived or resulting from the performance of work hereunder, shall reside in CONTRACTOR. CONTRACTOR shall and does grant to SPONSOR a nonexclusive, nontransferable, noncommercial, royalty-free license to utilize for internal purposes only any such inventions, discoveries, computer software or other copyrightable material or data.

7. Publications

CONTRACTOR shall have the right to publish any of the results of this research program after first providing SPONSOR with a copy of the proposed publication with a notice of intent to submit for publication. If, within a period of no more than 90 days from the date of such notice, SPONSOR fails to request a delay, CONTRACTOR shall be free to proceed immediately with the publication. However, if SPONSOR notifies CONTRACTOR that a delay is desired, the submission of the manuscript to the publisher shall be withheld for the period requested, but in no event shall the total period of delay be longer than one year from the date of the notice of intent to submit for publication mentioned above.

CONTRACTOR agrees not to publish under any circumstances SPONSOR'S proprietary information received solely as a result of this Agreement and not otherwise available to Contractor.

8. Warranties; Liability, Indemnification

CONTRACTOR makes no warranties, express or implied, as to any matter whatsoever including, without limitation, the condition of the work or any product or deliverable, tangible or intangible, developed under this Agreement, or the ownership or fitness for a particular purpose of any such product or deliverable. CONTRACTOR shall not be liable for any direct consequential, or other damages suffered by SPONSOR or

by any third party resulting from the use of the work produced by CONTRACTOR under this Agreement, and SPONSOR agrees to hold harmless and indemnify CONTRACTOR for all demands, expenses, and losses arising out of the use by SPONSOR or any third party using or relying on the work produced by CONTRACTOR under this Agreement.

9. Entire Agreement

This agreement constitutes the entire understanding between the parties. No other terms and conditions, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the CONTRACTOR, unless and until such terms and conditions have been specifically accepted in writing by both parties. Any purchase order issued in connection with the contract shall be a fiscal control document only. The terms and conditions appearing in this Project Agreement contract shall supersede and replace any and all terms and conditions contained in such purchase order.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by these duly authorized officers this day and year first written above.

SPONSOR

THE UNIVERSITY OF NORTH
CAROLINA AT CHARLOTTE

CONTRACTOR

Authorized Signing Official

By _____

Title _____

Date _____

Authorized Signing Official

By _____

Title _____

Date _____

AMENDMENT I

To: Research Project Agreement Number _____
Title: “ _____ ”

Between: The University of North Carolina at Charlotte
And

This amendment provides for _____ as follows:

1. Scope of Work:

CONTRACTOR will use reasonable efforts to perform research as described in its proposal entitled " _____ " which is attached hereto as Attachment "A" and incorporated herein by reference.

2. Term of Service:

The term of the Amendment will begin on _____, 20__, and end on _____, 20__, unless extended by the mutual agreement of the parties.

3. Project Cost:

SPONSOR agrees to pay to CONTRACTOR its actual fully burdened costs incurred in the performance of the efforts for this Amendment, set forth in paragraph 1 above, provided, SPONSOR will not be obligated to pay CONTRACTOR any sums in excess of \$ _____, nor will CONTRACTOR be obligated to incur costs in excess of said sum without the written consent of SPONSOR. SPONSOR agrees to make a total advance payment of _____ Dollars (\$ _____).

All other terms, conditions, and items of the contract remain unchanged.

THE UNIVERSITY OF NORTH
CAROLINA AT CHARLOTTE

SPONSOR

CONTRACTOR

Authorized Signing Official

Authorized Signing Official

By _____

By _____

Title _____

Title _____

Date _____

Date _____