



**WILLIAM MARSH RICE UNIVERSITY**

**SPONSORED RESEARCH AGREEMENT for AMPT CENTER MEMBER**

**Agreement No. OTT-SRA-\_\_\_\_\_**

THIS SPONSORED RESEARCH AGREEMENT, dated as of \_\_\_\_\_ (“Agreement”), is made and entered into by and between \_\_\_\_\_ with a principal address at \_\_\_\_\_, (“Sponsor”), and **William Marsh Rice University**, a Texas non-profit corporation, with a principal address at 6100 Main Street, Houston, Texas 77005 (“Rice”), with reference to the following:

- A. Sponsor is a member in good standing of Rice University’s Additive Manufacturing, Performance & Tribology (AMPT) Center.
- B. Sponsor is interested in scientific research related to \_\_\_\_\_, (“Research Area”), and Rice has certain faculty, students, and postdoctoral and staff scientists with knowledge and experience in substantive fields related to the Research Area.
- C. The research project contemplated by this Agreement is of mutual interest to Sponsor and Rice, and furthers Rice’s educational, scholarship and research objectives as an institution of higher education.
- D. Sponsor desires to fund and support, and Rice desires to conduct, the research project contemplated by this Agreement subject to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth herein and the mutual benefits to be derived herefrom, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sponsor and Rice agree as follows:

**SECTION 1. DEFINITIONS**

- 1.1 “Field of Use” shall mean \_\_\_\_\_.
- 1.2 “Intellectual Property” shall mean all inventions, discoveries, formulae, processes, methods, techniques, data, databases and software that are patentable as well as software that is copyrightable.
- 1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.
- 1.4 “Principal Investigator” shall mean \_\_\_\_\_. The Principal Investigator shall conduct, supervise and direct the Research Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and Rice. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by Rice’s Office of Technology Transfer.
- 1.5 “Project Funds” shall mean those funds to be paid by Sponsor to Rice for the Research Project in the amount set forth in Exhibit A.

- 1.6 “Project Period” shall mean the period commencing as of \_\_\_\_\_, and ending on \_\_\_\_\_. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and Rice.
- 1.7 “Project Team” shall mean the Principal Investigator and any Rice faculty, staff, or students supported by the Project Funds.
- 1.8 “Research Project” shall mean the research project and deliverables pertaining to the Research Area as described in Exhibit B.

**SECTION 2. PROJECT FUNDS**

2.1 Sponsor shall pay Rice the Project Funds for costs incurred in the conduct of the Research Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Research Project. Rice shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide Rice all or part of such additional funds. In no event shall Rice be obligated to incur costs in excess of the Project Funds paid by Sponsor to Rice.

2.2 Sponsor shall make a payment of the Project Funds within thirty (30) days receipt of an invoice from Rice. Invoices shall be sent to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

All payments shall be in U.S. dollars and made by ACH transfer, wire transfer or check payable to William Marsh Rice University and delivered to:

ACH transfer	Wire Transfer	Mail
ACH to: JPMorgan Chase Bank N.A. 712 Main St Houston, TX 77002, USA	Wire to: JPMorgan Chase Bank N.A. 712 Main St Houston, TX 77002, USA	William Marsh Rice University Research & Cost Accounting, MS 74 6100 Main Street Houston, TX 77005
ABA Routing #: 111000614	ABA Routing #: 021000021	
Account #: 101418847	Account #: 101418847	
	SWIFT Code: CHASUS33	
Account Name / For Credit to: William Marsh Rice University-Funding Account		
Bank Contact: Ilesha Leon (713) 216-8218		

Routing instructions are current as of July 2019, but may change from time to time. For future payments, please contact the Treasurer’s office (treasoff@rice.edu) to confirm routing instructions.  
**If payment is made by wire transfer, all wire transfer fees shall be paid by the Sponsor.**

- 2.3 Rice shall maintain all Research Project Funds in a separate account and shall expend such funds for wages, supplies, equipment, travel, or other operation expenses in connection with the Research Project. It is understood that any funds in this separate account at the conclusion of the Project Period shall be retained by Rice.
- 2.4 The Principal Investigator may transfer funds within the budget as needed without Sponsor's approval so long as the scope of work under the Research Project remains unchanged.
- 2.5 Rice shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.
- 2.6 Sponsor understands that Rice's mission is advancement of knowledge and education and consequently, the Research Project will be designed to carry out that mission. The manner of performance of the Research Project shall be determined solely by the Principal Investigator. Rice does not guarantee specific results.

### **SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE**

- 3.1 Publications and Presentations. Sponsor acknowledges that Rice, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Research Project, subject to the following limitations. A draft copy of the proposed publication or public presentation (except for student theses and dissertations) shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that Rice delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any Confidential Information furnished by Sponsor pursuant to Section 7 below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.
- 3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of Rice, the Principal Investigator or the other Project Team members to engage in any other research. Sponsor further acknowledges that Rice may be involved in similar research through other researchers on behalf of itself and others. Rice shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Project, and Sponsor shall not gain any rights via this Agreement to such other research. Rice shall further retain the right to publish and disclose any results of such other research.
- 3.3 Name and Logo Use. Neither Sponsor nor Rice shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Research Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. Notwithstanding the foregoing, this restriction does not preclude a party's right to acknowledge the other party in a scientific or academic publication and shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Research Project in any such publication or public presentation.

Notwithstanding the above, each party has the right to post on their websites that an award to Rice has been made and include a short public abstract.

#### **SECTION 4. INTELLECTUAL PROPERTY**

- 4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by Rice under this Agreement shall be owned by Rice (“Rice Intellectual Property”).
- 4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).
- 4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by Rice and Sponsor under this Agreement shall be owned jointly by Rice and Sponsor (“Joint Intellectual Property”).
- 4.4 Invention Disclosures. Rice will notify Sponsor, in confidence and in writing, of any Intellectual Property resulting from the Research Project reported to Rice pursuant to Rice’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by Rice within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by Rice pursuant to this section, and any related discussions between Sponsor and Rice shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that Rice pursue Intellectual Property Protections in a particular country at Sponsor’s expense.
- 4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.
- 4.6 Sponsor acknowledges that Principal Investigator and Project Team has an assignment obligation to Rice for the Intellectual Property developed under this Agreement. Sponsor represents that it does not and will not have any separate agreements with Principal Investigator or Project Team directed toward the Research Project during the Project Term of this Agreement.

#### **SECTION 5. LICENSING OPTIONS**

- 5.1 Sponsor’s Evaluation of Rice’s Intellectual Property. Intellectual Property owned by Rice resulting from the Research Project disclosed by Rice to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal, non-commercial research purposes during the Project Period to evaluate whether or not Sponsor is interested in licensing the technology from Rice.



- 5.2 License Options. Within sixty (60) days after notification to Sponsor by Rice of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to Rice Intellectual Property and/or Rice's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with Rice, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and Rice jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard Rice terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to Rice of its intention to license the Rice Intellectual Property to negotiate a license agreement with Rice ("Negotiation Period"). Sponsor agrees to reimburse Rice for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to Rice Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.
- 5.3 Rice's Research License. Rice will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Research Project. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by Rice resulting from the Research Project, Rice shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes, including collaborations with other researchers.

## **SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE**

- 6.1 **DISCLAIMER OF WARRANTIES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, RICE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING THE RESULTS OF THE RESEARCH PROJECT OR ANY RELATED INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS AND WARRANTIES AS TO NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.**
- 6.2 **LIABILITY LIMITATION. NEITHER SPONSOR NOR RICE SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER ECONOMIC DAMAGES, SUCH AS LOSS OF ANTICIPATED BUSINESS OR PROFITS, SUFFERED BY THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT, THE RESEARCH PROJECT OR ANY RELATED INTELLECTUAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY USE OR COMMERCIALIZATION THEREOF.**



**6.3 INDEMNIFICATION. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SPONSOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND RICE (INCLUDING, BUT NOT LIMITED TO, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, THE PRINCIPAL INVESTIGATOR AND THE OTHER PROJECT TEAM MEMBERS) FOR, FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS), OF ANY NATURE WHATSOEVER (INCLUDING BUT NOT LIMITED TO, ANY PROPERTY DAMAGE OR LOSS, PERSONAL INJURY OR DEATH, PRODUCT LIABILITY OR DEFECT, OR PATENT OR COPYRIGHT INFRINGEMENT) DIRECTLY OR INDIRECTLY ARISING AS A RESULT OF OR IN CONNECTION WITH SPONSOR'S USE OR COMMERCIALIZATION OF THE RESULTS OF THE RESEARCH PROJECT OR ANY RELATED INTELLECTUAL PROPERTY, WHETHER ARISING AT LAW OR IN EQUITY, AND WHETHER UNDER CONTRACT, TORT OR STRICT LIABILITY PRINCIPLES. SPONSOR'S DEFENSE OBLIGATIONS SHALL BE WITH ATTORNEYS APPROVED BY RICE, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD.**

**6.4 Sponsor's Export Compliance.** All rights granted to Sponsor in connection with this Agreement, the Research Project and the Intellectual Property resulting from the Research Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Research Project or the Intellectual Property resulting from the Research Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Research Project and the Intellectual Property resulting from the Research Project, Rice does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

## **SECTION 7. CONFIDENTIAL PROPRIETARY INFORMATION**

**7.1 Definition.** The term "Confidential Information" shall include all information disclosed by one party ("the Disclosing Party") to the other party ("the Receiving Party") in any manner or media. Any Confidential Information disclosed by either party must be marked as "confidential" at the time of disclosure or, if disclosed orally or visually, must be identified as such at the time of disclosure and reduced to written, printed or other tangible form, marked as "confidential" and delivered to the other party within ten (10) days from the date of disclosure.

**7.2 Limitations on Disclosure and Use.** The Receiving Party shall, for a period of three (3) years after receipt of the Confidential Information, hold all Confidential Information in strictest confidence and shall not record, reproduce, reference, disseminate or disclose any part thereof in any manner or media without the prior written consent of the Disclosing Party. The Receiving Party shall use all Confidential Information solely for the purpose of the Agreement and not for the benefit of any other person or entity.

**7.3 Permitted Disclosures.** The Receiving Party shall not be required to keep confidential any Confidential Information that (i) is already available without restriction to the general public, (ii) becomes available without restriction to the general public through no act or omission of the



Receiving Party or any breach of this Agreement, (iii) is independently obtained by the Receiving Party without being subject to any confidentiality obligation, or (iv) is required to be disclosed by the Receiving Party in order to comply with any subpoena or other mandatory legal process or requirement. Prior to disclosing any information pursuant to clause (iv) above, the Receiving Party shall provide (if legally permitted under the circumstances) the Disclosing Party with prompt prior written notice of such request or requirement so that the Disclosing Party may seek a protective order or other legal protection of such disclosure.

- 7.4 Ownership. The Receiving Party expressly acknowledges and agrees that all Confidential Information is and shall remain the sole and exclusive property of the Disclosing Party, and that the Disclosing Party shall be the sole owner of all patents, copyrights and other intellectual property rights related thereto. This Agreement shall not be deemed to grant or convey to the Receiving Party any license or other right to any Confidential Information. The Receiving Party shall deliver to the Disclosing Party all manifestations in any manner or media (including, but not limited to, all copies and other reproductions and recordings) of Confidential Information upon the earlier to occur of (i) a request by the Disclosing Party or (ii) the expiration or termination of this Agreement.
- 7.5 Sponsor shall inform Rice prior to the disclosure of any Confidential Information of Sponsor that is restricted from export from the United States (including, but not limited to, deemed export to foreign nationals in the U.S.) and Rice shall have the option to refuse receipt of such Sponsor Confidential Information.

## **SECTION 8. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS**

- 8.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:
- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
  - (b) By either Sponsor or Rice in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period;
  - (c) By either Sponsor or Rice in the event the Principal Investigator is no longer able to conduct the Research Project on behalf of Rice, effective upon receipt of written notice from the terminating party; and
  - (d) By Rice for non-payment of the Project Funds by Sponsor in accordance with the payment schedule in Exhibit A.
- 8.2 Actions upon Termination. Upon early termination of this Agreement:
- (a) Sponsor shall not be obligated to make any future scheduled payments of Project Funds to Rice pursuant to Exhibit A; however, Sponsor shall be obligated to make all delinquent payments, if any, due as of the termination date;



- (b) Rice shall be entitled to retain any prior payments of Project Funds by Sponsor for costs incurred in connection with the Research Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;
- (c) Rice shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and costs incurred in connection with the Research Project, including non-cancelable commitments for property or services, such as student or postdoctoral support and
- (d) In the event Rice has incurred costs in support of the Research Project prior to termination which are in excess of payments made by Sponsor, Sponsor shall, upon receipt of invoice from Rice, reimburse Rice for such expenses.

8.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5, 6 and 7 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

**SECTION 9. NOTICES**

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

**Sponsor**

**Rice**

Contractual and Administrative:

Contractual and Administrative:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Office of Technology Transfer  
 Rice University  
 6100 Main Street, MS-705  
 Houston, TX 77005

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Phone: 713-348-6188  
 Email: mta@rice.edu

Technical:

Technical:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department of \_\_\_\_\_  
 Rice University  
 6100 Main Street, MS-\_\_\_\_\_  
 Houston, TX 777005

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_





## **SECTION 10. MISCELLANEOUS**

- 10.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 10.2 Entire Agreement; Further Assurances. This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Research Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.
- 10.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.
- 10.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.
- 10.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No formal proceedings for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).



- 10.6 Governing Law; Jurisdiction and Venue; Attorneys’ Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). Sponsor and Rice irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Harris County, Texas, shall be an appropriate and convenient place of venue to resolve any dispute with respect to this Agreement. In the event either party commences any proceeding against the other party with respect to this Agreement, the prevailing party (as determined by the authority before whom such proceeding is commenced) shall be entitled to recover reasonable attorneys’ fees and court costs as may be incurred in connection therewith in addition to any such other relief as may be granted.
- 10.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.
- 10.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.
- 10.9 Independent Contractor Relationship; No Third Party Beneficiaries. Sponsor and Rice intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor Rice shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and Rice (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.
- 10.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and Rice have each duly executed and delivered this Agreement as of the date first written above.

**Sponsor**

**William Marsh Rice University**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Asha Rajagopal, Ph.D.

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

Title: Director - Office of Technology Transfer

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

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

**ACKNOWLEDGED AND AGREED:**

By signing below, I acknowledge and agree that:

- (i) I have read and understand the terms of the Research Agreement between \_\_\_\_\_ and Rice, including all Exhibits and Attachments;
- (ii) I shall at all times conduct myself in a manner consistent with Rice’s duties and obligations under this Agreement; and
- (iii) I shall abide by the confidentiality, intellectual property and publication provisions of this Agreement.

**Principal Investigator:**

Signature	Printed Name	Date
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**Project Team:**

Signature	Printed Name	Date
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Signature	Printed Name	Date
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Signature	Printed Name	Date
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Signature	Printed Name	Date
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Signature	Printed Name	Date
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**Exhibit A**

**Budget and Payment Schedule**

**For support of the research covered by this agreement, Sponsor will pay Rice the following:**

**AMPT dues:** \$ \_\_\_\_\_ (*If previously paid, indicate  
date paid: \_\_\_\_\_*)

**Additional research support:** \$ \_\_\_\_\_

**TOTAL:** \$ \_\_\_\_\_



## **Exhibit B**

### **Research Project**

**DELIVERABLES:**

*Please list all deliverables (i.e. interim and/or final reports and other tangible items)*