

**RESEARCH AGREEMENT BETWEEN  
THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK  
AND  
SPONSOR**

**R.F. Account #** \_\_\_\_\_

Made by and between THE RESEARCH FOUNDATION OF STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with its principal offices located at 35 State Street, Albany, New York 12207 (mailing address: Post Office Box 9, Albany, New York 12201-0009), hereinafter referred to as the "FOUNDATION," acting on behalf of the State University of New York at \_\_\_\_\_, hereinafter referred to as "UNIVERSITY," and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_, hereinafter referred to as "SPONSOR."

**WITNESSETH:**

**WHEREAS**, SPONSOR and FOUNDATION have a mutual interest in promoting research related to \_\_\_\_\_, hereinafter referred to as the "FIELD;" and

**WHEREAS**, \_\_\_\_\_ of the State University of New York at \_\_\_\_\_ has developed expertise relating to the FIELD; and

**WHEREAS**, SPONSOR has approved funding to support a research project entitled " \_\_\_\_\_," hereinafter referred to as the "PROJECT" which will be carried out by \_\_\_\_\_;

**NOW, THEREFORE** in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. **Scope of Work**

The FOUNDATION agrees to use its best efforts to conduct and carry out the PROJECT described in the SCOPE OF WORK, Exhibit A, which is attached to and made an integral part of this Research Agreement.

2. **Reports**

During the term of this Research Agreement, FOUNDATION shall provide written reports to SPONSOR as specified in Exhibit A.

### 3. **Compensation**

[Fixed Price]

a) In consideration of research services to be performed pursuant to this Research Agreement, SPONSOR shall make fixed payments in the total amount of FEE DOLLARS. This amount shall be paid to FOUNDATION upon submission of invoices according to the following schedule:

\_\_\_\_\_ - on execution of this Research Agreement

\_\_\_\_\_ -

b) An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

[Cost Reimbursable]

a) In full and complete consideration of FOUNDATION'S performance under this agreement, the SPONSOR shall reimburse FOUNDATION for allowable costs incurred in accordance with the terms of this agreement, up to \_\_\_\_\_ Dollars, which shall be spent in accordance with the Budget set forth in Exhibit A, attached hereto. Reimbursement shall be made to FOUNDATION upon submission of invoices to SPONSOR as provided below. FOUNDATION will submit [monthly; quarterly] an invoice or voucher of costs incurred by the FOUNDATION in the performance of this agreement and claimed to constitute allowable costs. Promptly after receipt of each invoice or voucher, SPONSOR shall make payment thereon.

b) An interest penalty of 1.5% per month will be added to the total invoice amount of payment if not received within forty-five (45) days of the invoice date.

### 4. **Term**

This agreement shall be effective on \_\_\_\_\_ and shall continue through \_\_\_\_\_ unless terminated sooner or extended as hereinafter provided.

### 5. **Termination**

Either SPONSOR or FOUNDATION may terminate this Research Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party. In the event of termination, SPONSOR shall reimburse FOUNDATION for contractual commitments and financial obligations incurred by FOUNDATION in performance of this Research Agreement prior to such termination, if such financial obligations or contractual commitments cannot be canceled by the FOUNDATION.

It is understood and agreed, however, in the event that FOUNDATION has evidence that SPONSOR is in default upon any of its obligations hereunder, FOUNDATION shall be entitled to either suspend the contract until an acceptable remedy is established, or to terminate the agreement. Such termination shall be effective immediately upon receipt of official written notification from FOUNDATION. FOUNDATION shall also be entitled to pursue any rights or remedies which FOUNDATION may have

against SPONSOR by reason of such default, and FOUNDATION may withhold any payments to SPONSOR for the purpose of set-off until such time as the exact amount of damages may be determined.

## 6. **Change in Project Director**

If for any reason the FOUNDATION PROJECT DIRECTOR is unable to fulfill the responsibilities required to carry out this Research Agreement, the parties shall negotiate in good faith the continuance of this research PROJECT. However, if another principal investigator satisfactory to SPONSOR cannot be agreed upon, SPONSOR may terminate this Research Agreement. In the event of termination by SPONSOR, FOUNDATION shall be reimbursed for all costs it incurs in connection with this Research Agreement which arise from commitments made by FOUNDATION prior to receipt of notice of termination, provided the commitments cannot be terminated by the FOUNDATION.

## 7. **Proprietary Information**

It is understood that in the course of carrying out this Research Agreement, SPONSOR and FOUNDATION may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information which is clearly marked as proprietary to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Research Agreement.

## 8. **Publications**

The FOUNDATION PROJECT DIRECTOR and/or FOUNDATION'S project staff shall have the right to publish the results of any research conducted under this Research Agreement.

## 9. **Inventions and Licenses**

a) FOUNDATION shall hold title to all inventions (including know-how) which are discovered during the conduct of work under this Research Agreement utilizing FOUNDATION or State University of New York facilities. Said inventions are hereinafter referred to as "FOUNDATION inventions."

b) No license or other rights in FOUNDATION inventions are given to or received by SPONSOR except as specifically provided for herein.

c) FOUNDATION hereby grants to SPONSOR a \_\_\_ day option to acquire an exclusive license to FOUNDATION inventions. The \_\_\_ day period of the option shall commence on the date of disclosure of FOUNDATION inventions to SPONSOR by FOUNDATION. Should SPONSOR exercise its option under this paragraph, the parties shall negotiate a mutually acceptable license agreement.

d) SPONSOR agrees to reimburse FOUNDATION for all direct costs of patenting new technology developed under this Research Agreement if SPONSOR acquires rights in said technology.

e) If both SPONSOR facilities and FOUNDATION and/or State University of New York facilities are used in carrying out work which leads to an invention under this Research Agreement, the SPONSOR and FOUNDATION shall hold joint title to said invention. SPONSOR shall be entitled to exercise the option and licensing rights set forth above with respect to FOUNDATION'S interest in said joint inventions.

f) Inventions made using SPONSOR facilities exclusively shall belong to SPONSOR.

#### 10. **Assignment**

a) Neither party may assign or otherwise transfer this Research Agreement and the rights acquired hereunder without the written consent of the other party; this consent shall not be unreasonably withheld. However, SPONSOR may assign or transfer its interest in this Research Agreement as long as such assignment or transfer is accompanied by a sale or other transfer of SPONSOR'S entire business or other business to which this Research Agreement relates. A party desiring to assign or transfer this Research Agreement shall give the other party thirty (30) days prior notice of such assignment or transfer. If no reasonable objections are raised, then the assignment or transfer shall be deemed to have been approved. However, an assignment or transfer shall not be deemed to be approved unless the party to which this Agreement is assigned agrees in writing to be bound by the terms and conditions of this Research Agreement.

b) This Agreement shall accrue to the benefit of and be binding upon the successors, assigns, heirs, and personal representatives of the parties hereto.

#### 11. **Notice**

All notices, demands, and other communications hereunder, except exchanges of technical information, shall be delivered personally to the party to which it is addressed, or mailed to such party by registered or certified mail, return receipt requested, with postage thereon fully prepaid. Said notices shall be delivered to the following addresses, unless notice of change of address is provided in writing to the other party:

If to SPONSOR:  
ADDRESS

If to FOUNDATION:  
The Research Foundation of State University of New York  
Office of Sponsored Program Services  
Post Office Box 9  
Albany, New York 12201-0009  
Attention: Contract and Grant Specialist

Any notices, demands, and other communications so mailed shall be deemed to have been received by the addressee seven (7) days after the time and date of its being so mailed.

12. **Binding Effect**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

13. **Governing Law**

This Research Agreement shall be construed, governed, interpreted, and applied in accordance with the laws of the State of New York, U.S.A., except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

14. **Modifications**

This agreement may be changed, amended, modified or extended only by a writing duly executed by the respective parties hereto.

15. **Severability**

The provisions of this Research Agreement are separable, and in the event any provisions of this Research Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

16. **Indemnification**

SPONSOR hereby agrees to indemnify FOUNDATION for any claims or actions that are brought against FOUNDATION by third parties because of SPONSOR'S use or misuse of the reports or technology which are provided to SPONSOR in connection with this Research Agreement.

17. **Use of Name**

SPONSOR and FOUNDATION agree not to use each other's names, or the names of any staff members or employees thereof, in advertising, sales promotion work, or in any other form of publicity except with the written permission of, and to the extent approved by the party whose name is to be used.

18. **Entire Agreement**

This agreement represents and embodies all the agreements and negotiations between the parties hereto and no prior or contemporaneous, oral, or written agreements or correspondence prior to the date of execution of this agreement shall be held to vary the provisions hereof.

19. **Order of Precedence**

In the event of any inconsistency between clauses 1-19 of this Research Agreement, and the attached Exhibit A, the inconsistency should be resolved by giving precedence to clauses 1-19.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

**THE RESEARCH FOUNDATION OF  
STATE UNIVERSITY OF NEW YORK**

**SPONSOR**

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

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

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

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

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

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

**[SCOPE OF WORK]**