

Please Note – Georgia State has provided this template agreement as a courtesy to our industry partners; no single template can account for the wide variety of research projects in which the university may engage. The terms and conditions of any master research agreement will be influenced by the specific details of the project(s), the intent of the parties, and our negotiations. If the proposed research involves human subjects, additional terms and conditions will apply.

**Georgia State University Research Foundation, Inc.
Master Research Agreement**

THIS MASTER RESEARCH AGREEMENT (“Agreement”) made this ___ day of _____ 20____ (the “Effective Date”), by and between the Georgia State University Research Foundation, Inc. (“GSURF”), a Georgia non-profit corporation and cooperative organization of Georgia State University (“GSU”) established to receive grants and research agreements from external funding sources and which owns and controls intellectual property on behalf of GSU (GSURF and GSU collectively hereinafter referred to as “Institution”), and _____ with a principal place of business at _____ (hereinafter “Sponsor”).

Whereas, the parties are interested in conducting research projects pursuant to this Agreement that are of mutual interest and benefit to the Institution and to Sponsor, and will further the GSU's educational, scholarly, and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and

Whereas, the parties anticipate conducting these research projects through individual Project Agreements entered into during the term of this Agreement;

Now Therefore the parties agree as follows:

1. Projects

The parties anticipate conducting multiple individual research projects (with each individual research project being referred to as a “Project” herein) over time. Each Project will be conducted under a separately executed Project Agreement, an example of which is shown in Appendix A. All Project Agreements will use the form shown in Appendix A and will include at a minimum the following information: Period of Performance for the Project; Principal Investigator for the Project; Statement of Work for the Project; terms governing research involving human subjects (when applicable), and Budget for the Project. All Project Agreements will be signed by authorized officials of both GSURF and Sponsor and will be effective upon the date of last signature of the Project Agreement.

2. Master Agreement Term

This Agreement will go into effect as of the Effective Date and continue for five (5) years thereafter. The parties may extend the Agreement for one (1) additional five (5) year increment upon execution of an amendment signed by authorized officials of GSURF and Sponsor. Any Project Agreement that by its terms would extend beyond the term of this Agreement shall continue in full force and effect under the terms of this Agreement until the earlier of a) completion of the corresponding Project, or b) expiration of the Project Agreement.

3. Invoices for Project Agreements

Invoices for Project Agreements shall be submitted to:

[Sponsor Name]
ATTN: [Contact]

Address
Phone
Email

4. Payment of Invoices

Unless otherwise specified in a Project Agreement, all Projects under this Agreement shall be *[choose fixed price or cost reimbursable as applicable]*. GSURF will generally submit invoices for each separate Project Agreement on a monthly basis and in accordance with the budget and any specified payment terms described in a Project Agreement. Sponsor shall pay invoices within thirty (30) days from the date of the invoice.

Payments should include the applicable invoice number, Project title, and be sent to:

Georgia State University Research Foundation, Inc.
P.O. Box 3999
Atlanta, Georgia 30302-3999

For each Project Agreement, GSURF shall be allowed to re-budget funds without prior written approval from Sponsor so long as such re-budgeting does not result in a modification to the Project and/or a change in the payments under this Agreement or the Project Agreement.

If at any time GSURF determines that it will require additional funds for the completion of a Project, it shall notify Sponsor and provide an estimate of the additional amount necessary to complete the Project. Sponsor shall not be liable for any costs in excess of the amount set forth in Project Agreement unless set forth in a written amendment signed by the authorized representatives of the parties.

5. Termination

- i. This Agreement may be terminated by either party upon ninety (90) days written notice to the other. Sponsor shall be responsible for paying Institution for all services properly rendered, monies properly expended, costs incurred, and any non-cancelable commitments through the date of termination of this Agreement.

If a Project Agreement is in effect at the time of this Agreement termination, the parties will discuss and mutually agree upon the disposition of any ongoing Project, including whether to concurrently terminate the Project Agreement or allow Project Agreement to remain in effect until completion of the Project. For any Project Agreement that the parties agree will remain in effect, Sponsor shall remain responsible for paying Institution for all services properly rendered, monies properly expended, costs incurred, and any non-cancelable commitments through the completion of the Project and termination of the Project Agreement.

- ii. Individual Project Agreements may be terminated by either party upon ninety (90) days written notice to the other. Upon termination of any Project Agreement, Sponsor shall pay Institution for all services properly rendered, monies properly expended, costs incurred, and any non-cancelable commitments through the date of termination.
- iii. In the event that either party breaches or defaults in any of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, the party giving notice may, at its option, terminate this Agreement by sending written notice of termination to the other party, and such termination shall be effective as of the date of the receipt of such notice. If a Project Agreement is in effect at the time of such termination, then,

unless otherwise agreed to by the parties, such Project Agreement shall terminate concurrently with this Agreement. For any Project Agreement that the parties agree will remain in effect, Sponsor shall remain responsible for paying Institution for all services properly rendered, monies properly expended, costs incurred, and any non-cancelable commitments through the completion of the Project and termination of the Project Agreement.

6. Data, Results, & Intellectual Property

i. Definitions

“Background Intellectual Property” means any Invention(s), intellectual property rights (including patent applications, patents, extensions, trademarks, copyrights and/or rights in non-public information), results, or data (i) owned by a party prior to the Effective Date, or (ii) developed, invented, created, collected, generated, or obtained by a party independent of a Project performed pursuant to this Agreement and without reliance upon or use of the other party’s Confidential Information.

“Invention(s)” means any improvement, design, invention, or discovery that is or may be patentable or otherwise protectable under applicable US laws, including copyrightable works.

“Project Invention(s)” means any Invention(s) that are conceived, created, and reduced to practice during the performance of a Project conducted as part of a Project Agreement.

ii. Ownership of Data, Results, & Project Invention(s)

Except as needed to conduct a Project during the term of a Project Agreement, no rights or licenses to either party’s Background Intellectual Property are transferred or granted as part of this Agreement.

All data and results shall be owned by the party that collects, identifies, generates, or determines the data or results.

Inventorship of any Project Invention(s) subject to this Agreement and any Project Agreement will be determined in accordance with U.S. patent laws. All right and title to Project Invention(s) made solely by employees of Sponsor shall belong to Sponsor and such Inventions shall not be subject to the terms and conditions of this Agreement. All right and title to Project Invention(s) made solely by one or more employees of Institution (“Institution Project Invention(s)”) shall belong to GSURF. All right and title to Project Invention(s) made jointly by one or more employees of the Institution and Sponsor (“Joint Project Invention(s)”) shall be owned jointly between GSURF and Sponsor.

Sponsor acknowledges that Institution’s investigators and other employees a) own copyright in their scholarly works (e.g. books, articles, and other publications, etc.), and b) may own copyright in their course materials (e.g. course syllabi, tests, lectures, etc.) under certain circumstances. Scholarly works and course materials are not subject to the terms of this Agreement.

iii. Disclosure

Upon receipt by its Office of Technology Transfer & Commercialization, Institution will promptly and fully disclose in writing to Sponsor any Institution Project Invention(s) or Joint Project Invention(s). Sponsor shall promptly and fully disclose to Institution any Joint Project Invention(s) as it is made aware.

iv. Grant of Rights

Provided Sponsor has paid GSURF the full costs associated with the corresponding Project and subject to the preexisting rights of any third party, including without limitation the US government, GSURF grants to Sponsor, (i) a non-exclusive license to use GSURF's rights in any Project Invention(s), data and results for internal research and development purposes, and (ii) an option to negotiate, at its discretion a non-exclusive or exclusive license for commercial purposes in the Sponsor's field of business. Such option shall extend from the date Sponsor is notified of a Project Invention by Institution and extend for six (6) months (the "Option Period"). Sponsor may execute its option at any time during the Option Period by providing written notice to Institution and the parties will then negotiate in good faith a non-exclusive or exclusive license agreement (as applicable) for up to six (6) months (the "Negotiation Period"). If the parties are unable to reach a definitive agreement by the completion of the Negotiation Period, then subject to the non-exclusive license granted in (i) above, GSURF shall be free to license its rights in the Project Invention(s) without further obligation to Sponsor. In all cases, GSURF reserves a right on behalf of itself and its research collaborators to use the data and results and its interests in any Project Invention(s) for research, academic, and scholarly purposes.

v. Patent Prosecution

The responsibility for prosecuting and maintaining Institution Project Invention(s) and Joint Project Invention(s) shall be with GSURF. Sponsor may at its discretion request GSURF file patent applications covering Institution Project Invention(s) or Joint Invention(s) and Sponsor shall reimburse GSURF for all costs associated with the preparation, prosecution, and maintenance of such patent applications. GSURF shall keep Sponsor informed as to the prosecution and maintenance of the patent applications and shall provide or cause counsel to provide Sponsor with copies of related patent correspondence. If Sponsor, (i) elects not to request Institution to file for patent protection, or (ii) at any time fails to make timely reimbursement for costs associated with maintaining and prosecuting a patent application for which it requested Institution to file, then GSURF shall have a right, but no obligation to pursue protection or continue prosecution and maintenance for any Institution Project Invention(s) or Joint Project Invention(s) at its own discretion and with no further obligations to Sponsor but for those granted in Section 6.iv. above.

7. Publication

Sponsor recognizes that a primary objective of research conducted by Institution is the generation and dissemination of knowledge to benefit the public. The data and results of any Project may be publishable, and the parties agree that the Principal Investigator (as defined in a Project Agreement) and other persons involved in the performance of a Project shall be permitted to present at symposia and professional meetings and to publish in journals, theses, or dissertations, or otherwise of their own choosing. In order that Sponsor may (i) assess the patentability of any Project Invention(s) which may be described in a proposed publication, and (ii) review the proposed publication for Confidential Information provided by the Sponsor, Institution will submit any proposed publication materials to Sponsor for review and comment at least thirty (30) days prior to its planned submission. Sponsor will notify Institution within thirty (30) days of receipt of such materials whether they (i) describe any Project Invention(s) subject to the parties' rights under Sections 6 or (ii) contain Sponsor Confidential Information. Upon notice, Institution shall remove Sponsor Confidential Information from the proposed publication and may agree to delay submission of the publication for up to thirty (30) days to allow for the parties to seek patent protection for Project Invention(s). In all cases, Institution shall have the final authority to determine the scope and content of any publications.

The Principal Investigator (as defined in a Project Agreement) and other persons involved in the performance of a Project may discuss a Project (including data and results) with other individuals for

scientific or research purposes but shall not reveal Sponsor's Confidential Information in any such discussion.

8. Publicity

Sponsor shall not use the name of GSURF or GSU, the Board of Regents of the University System of Georgia, or any person performing a Project, in any publicity, advertising, or news release without the prior written approval of an authorized representative of GSURF. GSURF shall not use the name of Sponsor or any employee of Sponsor in any publicity, advertising, or news release, without the prior written approval of Sponsor. As an exception to the foregoing, GSURF shall have the right to i) acknowledge in scientific publications and presentations the support provided by Sponsor for the research performed under a Project Agreement, and ii) reference the Sponsor as well as the existence of this Agreement and any Project Agreement, but not their details, if necessary or required to meet its reporting obligations.

9. Reports

During the Period of Performance for a specific Project, GSURF agrees to make the representatives of the Institution who are performing the Project available to meet with representatives of Sponsor at times mutually agreed upon to discuss the Project. GSURF agrees to have a final written report of the Project submitted to Sponsor no later than forty-five (45) days after the earlier of the termination of a Project Agreement or the completion of the Project.

10. Confidentiality

The parties may wish to disclose confidential information to each other in connection with work contemplated under Project Agreement ("Confidential Information") which shall be in writing and marked "Confidential." If Confidential Information is disclosed orally, it must be identified as confidential at the time of disclosure, and shall thereafter be reduced to writing within thirty (30) days, and clearly marked as "Confidential." To the extent permitted by law, each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to information that:

- i. is already in the recipient party's possession at the time of disclosure as evidenced by written record;
- ii. is or later becomes part of the public domain through no fault of the recipient party;
- iii. is received from a third party having no obligation of confidentiality to the disclosing party;
- iv. is independently developed by the recipient party as evidenced by written record; or
- v. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (e), the party required to make disclosure shall notify the other to allow the party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

Data and results are expressly excluded from being considered Confidential Information of Sponsor. Institution acknowledges that the disclosure of any data and results is subject to the additional restrictions and Sponsor's prior review as outlined in Section 7 above.

11. Liability

Sponsor agrees to indemnify and hold harmless GSURF, GSU, the Board of Regents of the University System of Georgia, the Principal Investigator and others involved in any Project from any liability, loss or damage that may be suffered as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement or any Project Agreement, including but not limited to (i) the use by Sponsor of all data and results obtained from the activities performed by Institution, and (ii) any right or license granted to Sponsor.

12. Warranties

Sponsor understands that all research is experimental in nature and that the outcome of any Project is inherently uncertain and unpredictable. Institution does not guarantee i) specific data or results ii) that any intellectual property will result from a Project, or iii) that any resulting intellectual property will be free of dominance by others' rights. Institution has not made and does not make any representation, guarantee or warranty, express or implied, regarding the data and results of any Project.

INSTITUTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) ANY PROJECT AND ANY DATA OR RESULTS OF THE PROJECT; (ii) DATA, RESULTS, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER INSTITUTION OR SPONSOR; AND (iii) ANY INVENTION OR PRODUCT, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED, OR DEVELOPED IN THE PROJECT OR IN CONNECTION WITH CONDUCTING THE PROJECT UNDER THIS AGREEMENT.

13. Equipment

GSURF shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement and any Project Agreement.

14. Assignment

This Agreement and all Project Agreements may not be assigned by either party without the prior written consent of the other party. As an exception to the foregoing, Sponsor's consent shall not be required for GSURF to assign any or all of its rights and obligations under this Agreement to GSU.

15. Independent Contractor

For the purposes of this Agreement and all services to be provided hereunder and in any subsequent Project Agreement, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind or to take any action which shall be binding on the other party, except as may be expressly provided herein or authorized in writing.

17. Performance

Institution will conduct all Projects in accordance with generally-accepted professional standards of workmanship at a quality comparable to research performed at major public and private research universities within the United States. GSURF will use Institution facilities and reasonable efforts to conduct all Projects occurring under this Agreement. The manner of performance of the Project shall be determined solely by the Principal Investigator. Sponsor understands that Institution as a research university may be

involved in similar research on behalf of itself and others. Institution shall be free to continue such research provided that it is conducted separately from the Project, and Sponsor shall not gain any rights via this Agreement or any Project Agreement to other research.

18. Notices

Any notice required by this Agreement shall be given by registered or certified mail, return receipt requested, addressed in the case of GSURF to:

Georgia State University Research Foundation, Inc.
Attn: University Research Services and Administration
P. O. Box 3999
Atlanta, Georgia 30302-3999

With copy to:

Georgia State University
Office of Legal Affairs
Attn: University Counsel
P.O. Box 3987
Atlanta, GA 30302-3987

Notices given by courier or other express service shall be addressed in the case of GSURF to:

Georgia State University Research Foundation, Inc.
Attn: University Research Services & Administration
30 Courtland Street, Room 217
Atlanta, Georgia 30303

With copy to :

Georgia State University
Office of Legal Affairs
Attn: University Counsel
100 Auburn Ave. NE, Suite 315
Atlanta, GA 30303

or in the case of Sponsor to:

Programmatic Contact:

Name:
Address:
Phone:
Email:

Administrative Contact (Contractual):

Name:
Address:
Phone:
Email:

Financial Contact (Invoicing):

Name:

Address:
Phone:
Email:

or at such other addresses as may be given from time to time in accordance with the terms of this notice provision.

19. Export Controls

- i. Each party acknowledges that any information or materials provided by the other under this Agreement may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (“ITAR”, 22 CFR Chapter 1, Subchapter M, Parts 120-130), Export Administration Regulations (“EAR”, 15 CFR Chapter VII, Subchapter C, Parts 730-774), and Assistance to Foreign Atomic Energy Activities (10 CFR Part 810); each party agrees to comply with all such laws.
- ii. Sponsor acknowledges that Institution is an institution of higher education and has many students, faculty, staff, and visitors who are foreign persons, and that Institution intends to conduct any and all Project(s) as fundamental research under the export control regulations, such that the data and results generated by Institution qualify as “public domain” under ITAR Parts 120.10(a)(5) and 120.11 or “publicly available” under EAR Parts 734.3 (b)(3) and 734.8(a and b). Sponsor will not knowingly disclose and will use commercially reasonable efforts to prevent disclosure to Institution of any information (i) subject to ITAR controls, (ii) in the Commerce Control List of the EAR, or (iii) in Restricted Data or Sensitive Nuclear Technology as set forth in 10 CFR Part 810. If for the purposes of an individual Project, Sponsor intends to disclose export-controlled information to Institution, Sponsor will not disclose such information to Institution unless and until a plan for transfer, use, dissemination, and control of the information has been approved by GSU’s Export Control Officer.
- iii. In the event Sponsor inadvertently discloses export-controlled information or breaches this Section 19, then the Period of Performance for the corresponding Project will be adjusted based on the time it takes to address the disclosure.
- iv. All notices from Sponsor provided pursuant to this Section shall be given by registered or certified mail, return receipt requested, addressed to:

Georgia State University
Office of Legal Affairs
Attention: Export Control Officer
P.O. Box 3987
10 Park Place South, Suite 510
Atlanta, GA 30302-3987

20. Miscellaneous

- i. The parties acknowledge and agree that GSURF may subcontract in whole or in part the performance of any Project to GSU.
- ii. If any provision of this Agreement or any Project Agreement is held to be unenforceable for any reason, that unenforceability shall not affect the enforceability of any other provision of this

Agreement or any Project Agreement, and the Parties shall negotiate in good faith to substitute an enforceable provision with similar terms.

- iii. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original, but all of which together constitutes one instrument.
- iv. All headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- v. This Agreement and all validly signed Project Agreements embody the entire understanding between the GSURF and Sponsor, and any prior or contemporaneous representations, either oral or written, are superseded. No amendments or changes to this Agreement or to any Project Agreement, including without limitation, changes in the statement of work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties. In the case of any conflict between this Agreement and a subsequent Project Agreement, the terms of the Project Agreement shall control.
- vi. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement by proper persons duly authorized.

Sponsor

**Georgia State University Research
Foundation, Inc.**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

DRAFT

