

Cornell University for and on behalf of its Joan & Sanford I. Weill Medical College
Research and Sponsored Programs
1300 York Avenue
New York, N.Y. 10021

Sponsored Research Agreement

RESEARCH AGREEMENT (the "Agreement") between Cornell University for and on behalf of its Joan & Sanford I. Weill Medical College, hereinafter referred to as "the Medical College," and _____, hereinafter referred to as the "Sponsor."

This Agreement is entered into as of _____, the "Effective Date."

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to the Medical College. and to the Sponsor, and will further the instructional and research objectives of the Medical College in a manner consistent with its status as a non-profit, tax-exempt, educational institution,

The obligations it has as a "non-profit, tax-exempt, educational institution" are the basis for many of the positions that WMC expresses below. However, WMC recognizes that the terms of this agreement must also be consistent with the Sponsor's goals and responsibilities.

NOW, THEREFORE, the parties hereto agree as follows:

1. **THE SCOPE OF WORK.** The Medical College agrees to use all reasonable efforts to perform the research program as set forth in Attachment A (the "Research").
2. **PRINCIPAL INVESTIGATOR.** The of Research will be supervised by__ (the "Principal Investigator"). If, for any reason, s(he) is unable to continue to serve as Principal Investigator, and a successor acceptable to both the Medical College and the Sponsor is not available, this Agreement shall be terminated as provided in Article 6.
3. **PERIOD OF PERFORMANCE.** The Research shall be conducted during the period __ (the "Starting Date") through _____ (the "Completion Date"). The Completion Date will be subject to extension only by mutual agreement of the parties.
4. **REIMBURSEMENT OF COSTS.** In consideration of the foregoing, the Sponsor will reimburse the Medical College for all direct and indirect (Facilities & Administrative, or F&A) costs incurred in the performance of the Research, which shall not exceed the total estimated project cost of \$____ without written authorization from the Sponsor.
5. **PAYMENT.** Payments shall be made to the Medical College by the Sponsor in advance in U.S. dollars, net of taxes or impost of any kind on the following basis: _____.
6. **TERMINATION.** Performance under this Agreement may be terminated by the Sponsor upon thirty (30) days prior written notice. Performance may be terminated by the Medical College if circumstances beyond its reasonable control preclude continuation of the Research. Upon termination, the Medical College will be reimbursed as specified in Article

WMC computes indirect costs using the same rates approved by the US Government for Federally-sponsored research. Therefore, WMC cannot negotiate different indirect costs.

Credit worthiness is not the issue here. WMC asks for payment in advance in order to have working capital for research projects.

4 for all costs and non-cancelable commitments incurred in the performance of the Research, such reimbursement not to exceed the total estimated project cost specified in Article 4.

7. **PUBLICATIONS AND COPYRIGHTS.** The Medical College will be free to publish the results of the Research after providing the Sponsor with a thirty (30) day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of the Sponsor's proprietary information. If necessary to permit the preparation and filing of U.S. patent applications, the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent agreement between the Sponsor and the Medical College.

WMC believes that scholarly publication is the fundamental right and responsibility of researchers and WMC. Sponsors may review manuscripts prior to publication, but WMC will not accept terms that require "approval" by the Sponsor.

The Sponsor will be given full credit and acknowledgment for the support provided to the Medical College in any publication resulting from this research. Original research data will belong to the Medical College. Title to, and the right to determine the disposition of, any copyrights, or copyrightable material, first produced or composed in the performance of this research, shall remain with the Medical College. The Medical College shall grant to the Sponsor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes, other than computer software and its documentation and/or informational databases.

As a matter of policy, WMC retains title to copyrightable materials developed by its personnel under a research agreement. The Sponsor is entitled to a royalty-free license to use and distribute WMC copyrighted materials except computer software or its documentation and databases. Commercial license rights to software and databases are granted at WMC's discretion and are subject to negotiation of reasonable terms.

8. **A. INVENTIONS AND PATENTS.** The Medical College will disclose each subject invention to the Sponsor within two months after the inventor discloses it in writing to the Medical College personnel responsible for patent matters. The disclosure to the Sponsor shall be in the form of a written report and shall identify the funding Agreement under which the invention was made and the inventor(s).

If the Sponsor requests a license in a reported invention within 45 days of receipt of the invention report, the Medical College:

- (a) Will use reasonable efforts to solicit US Patent protection;
- (b) Will negotiate in good faith a license with reasonable initial payments, royalties, and minimum royalties; and

If foreign patent rights are available, they will be pursued and licensed at the Medical College's sole discretion, but shall be the subject of any exclusive license negotiation.

B. INTELLECTUAL PROPERTY.

- (a) **Title to Inventions.** Title to any invention conceived or first reduced to practice in the performance of the Research shall remain with the Medical College. Sponsor shall be notified of any such invention promptly after a disclosure is received by the Medical College Technology Licensing Office. The Medical College (1) may file a patent application at the request of the Sponsor and at the Sponsor's expense; or (2) may file a patent application at its own discretion.
- (b) **Licensing Options.** WMC grants to the Sponsor an option to negotiate an exclusive, royalty-bearing license on reasonable

As a matter of policy, WMC retains exclusive ownership of patents resulting from inventions made solely by WMC personnel. Inventions may be protected by patents in the US and in foreign countries.

The Sponsor may choose to have an option to negotiate an exclusive

terms and conditions to be agreed upon by the parties within 30 days of receipt of the invention report.

license. This alternative is authorized in order to encourage development of inventions that result from the Research.

- (c) **Confidentiality of Invention Disclosures.** The Sponsor shall retain all invention disclosures submitted to Sponsor by the Medical College in confidence and use all reasonable efforts to prevent their disclosure to third parties. The Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of the Sponsor.

- 9. **PROPRIETARY DATA.** The Medical College's acceptance and use of any proprietary data which may be supplied by the Sponsor in the course of this research project shall be subject to the following:

Article 9 applies only when the parties consider it necessary that the Sponsor provide proprietary information to WMC. In any case, access to proprietary information by students should not be required for their meaningful participation in the Research.

- (a) The data must be marked or designated in writing as proprietary to the Sponsor.
- (b) The Medical College retains the right to refuse to accept any such data which it does not consider to be essential to the completion of the project or which it believes to be improperly designated, or for any reason.
- (c) Where the Medical College does accept such data as proprietary, it agrees to exercise its best efforts not to publish or otherwise reveal the data to others outside the Medical College without the permission of the Sponsor, unless the data has already been published or disclosed publicly by third parties or is required to be disclosed by order of a court of law.
- (d) The Medical College shall hold Proprietary information in confidence for a period not to exceed 3 years from the termination date of this Agreement.

- 10. **USE OF NAMES.** Neither party will use the name of the other in any advertising or other form of publicity without the written permission of the other; in the case of the Medical College, that of the Dean and University Counsel.

- 11. **REPORTS.** A final report of the progress of the work shall be made to the Sponsor by the Principal Investigator within three months of completion. For projects lasting more than six months, interim reports may be requested by the Sponsor at no more than four-month intervals.

- 12. **CHANGES.** The Sponsor or the Medical College may, at any time, in writing to each other, suggest and by mutual written agreement make changes within the general scope of the work, including but not limited to:

- (a) revising or adding to the work or deleting portions thereof,
- (b) revising the period or schedule of performance, or
- (c) increasing or decreasing the total cost.

Upon receipt of such notice of change and their mutual written agreement thereto, the parties shall immediately use their best efforts to take all necessary steps to comply therewith.

13. **INDEMNIFICATION.** The Sponsor agrees to indemnify the Medical College, its officers, trustees, overseers, agents, and employees, and hold them harmless from any and all injury, illness, death, property damage, claim, lawsuit, judgment thereon, or cause of action which results either in whole or in part from the provision of services in connection with the sponsored research or clinical trial, including the cost of defense. In the event the project is to be performed at affiliated hospitals, clinics or other institutions affiliated with the Medical College, the Sponsor agrees to indemnify such affiliate, its officers, trustees, agents, and employees, and hold them harmless from any and all injury, illness, death, property damage, claim, lawsuit, judgment thereon, or cause of action, which results in whole or in part from the provision of services in this Agreement, including the cost of defense.
14. **INSURANCE.** Within thirty (30) days after the effective date of any agreement to perform sponsored research or a clinical trial, the Sponsor shall provide evidence of sufficient commercial general liability insurance (including coverage for products liability, if applicable), with minimum limits of \$3 million per occurrence and \$5 million in the aggregate, and other adequate forms of protection, to be deemed acceptable by the Medical College. Such evidence shall be in the form of a certificate of insurance with "Cornell University" as an additional named insured for the purposes of the agreement, with the certificate holder identified as Cornell University, c/o Joan and Sanford I. Weill Medical College, Office of Research and Sponsored Programs, 1300 York Avenue, Rm. Box 89, New York, NY 10021. Such insurance shall provide a minimum notice of 60 days for cancellation, non-renewal or substantial change in coverage. Self-insurance is a permitted alternative as evidenced by a letter accompanying the Sponsor's audited financial statements in which an authorized official of the Sponsor states that the Sponsor has sufficient assets to cover potential losses which might arise in connection with the Sponsor's indemnification obligations under the agreement. The Medical College will inform the Sponsor whether its evidence of insurance (or other form of protection) and the adequacy thereof are acceptable.
15. **NOTICES.** All communications, reports, and notices required or permitted hereunder shall be deemed sufficiently given if in writing and personally delivered or sent by registered mail, postage prepaid, return receipt requested, addressed to the parties as follows or at such other address as a party shall have given notice of pursuant hereto:

WMC is a non-profit educational institution, devoted to research and education. We cannot incur liability on behalf of Cornell University that is not warranted by the normal course of our business. It would create an additional economic risk for us that is not countered by an equal benefit.

If to the Medical College:

Senior Director for Grants & Contracts
Office of Research & Sponsored Programs
Weill Medical College of Cornell University
1300 York Avenue, Box 89
New York, New York 10021
Telephone: (212) 821-0959
Facsimile: (212) 821-0799

If to the Sponsor:

16. **LAWS AND REGULATIONS.** This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York. The Sponsor shall cooperate with the Medical College in complying with any applicable Federal, state and local laws, regulations and policies governing research.
17. **EXPORT CONTROLS.** This agreement is made subject to the laws and regulations concerning the export and re-export of products, services or technical information that the U.S. government may impose from time to time, and to the exceptions thereunder, such as the exception for “fundamental research” in Part 734 of Title 15 of the U.S. Code of Federal Regulations (“Export Laws”). To this end, the Collaborator shall cooperate with Weill Medical College as reasonably necessary to permit Weill Medical College to comply with Export Laws. The Collaborator hereby represents and covenants either: (a) that all of the Collaborator’s activities contemplated by this Agreement fall within an exception to Export Laws (such as the “fundamental research” exception), and the Collaborator has executed or will execute such activities in accordance with all regulations concerning the applicable exception; or (b) that the Collaborator (i) is neither a national of nor controlled by a national of any country to which the United States prohibits the export or re-export of goods, services, or technology; (ii) is not a person specifically designated as ineligible to export from the United States or deal in U.S.-origin goods, services, or technologies; (iii) will not export or re-export, directly or indirectly, any goods, services, or technology, to any country or person (including juridical persons) to which the United States prohibits the export of goods, technology, or services; and (iv) in the event that a U.S. government license or authorization is required for an export or re-export of goods, services, or technology (including technical information acquired from Weill Medical College under this Agreement and/or any products created by using such technical information or any part thereof), the Collaborator shall obtain any necessary U.S. government license or other authorization prior to undertaking the export or re-export.
18. **ORDER OF PRECEDENCE.** The parties hereby agree, that in the event of a conflict between the terms and conditions of the Contract Document itself, and any other Document either incorporated by reference or attached to the Contract, the terms and conditions of the basic Contract Document itself shall prevail.
19. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits referenced herein, shall be the complete Agreement of the parties hereto and shall supersede all prior agreements and understandings, oral or written, between the parties respecting the subject matter hereof.

Export controls generally do not apply to publishable research results and/or export to non-restricted countries. However, the Sponsor should consider these regulations if it intends to export WMC materials developed under the Research.

The respective parties have executed this Agreement on the dates indicated below.

**CORNELL UNIVERSITY FOR AND ON BEHALF
OF ITS JOAN & SANFORD I. WEILL MEDICAL
COLLEGE**

SPONSOR

Weill Medical College Official

Sponsor Official

Typed Name

Typed Name

Title

Title

Date

Date

I agree to act as Principal Investigator for the project described above:

Principal Investigator (Date)

Typed Name

Attachment A
Statement of Work and Budget

The Statement of Work and Budget will be jointly agreed to by the Sponsor and WMC. Normally, such agreement will be reached before the Sponsored Research Agreement is prepared and submitted to the Sponsor for discussion and negotiation.