****

**RESEARCH AND SPONSORED PROJECTS AGREEMENT**

THIS AGREEMENT is made by and between Tennessee Technological University (hereinafter referred to as “University”), and Company/Organization (hereinafter referred to as “Sponsor”).

WITNESSETH:

WHEREAS, the research project contemplated by this Agreement is of mutual interest and benefit to Sponsor and to University, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, public institution of higher education, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

1. **Scope of Work**
2. University, under the direction of Faculty Name as Principal Investigator, agrees to complete the Project described in **Appendix A** hereof. **The specific tasks, deliverables, timeline, and associated budget shall be outlined in Appendix A**.
3. University may commence the Project promptly upon final execution of Agreement, and shall use reasonable efforts to complete the Project substantially in accordance with the terms and conditions of this Agreement.
4. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend the scope of the Project by mutual written agreement. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and executed by authorized representatives of the parties hereto.
5. Sponsor understands that the University may be involved in similar research through other researchers on behalf of itself and others. University shall be free to continue such research provided that, during the term of this Agreement, it is conducted separately and by different investigators from the Project, and Sponsor shall not gain any rights via this Agreement to other research.
6. Sponsor understands that the University’s primary mission is education and advancement of knowledge and the Project will be designed to carry out this mission. The manner of performance of the Project will be determined solely by the Principal Investigator. The University will perform the Project on a “best efforts” research basis only and does not guarantee specific results. The University specifically disclaims all warranties or representations, either express or implied, for implied merchantability or for warranty of fitness for a particular purpose, including, without limitation, that any product does not infringe any patent, copyright or trademark right, as to any work performed under this Agreement, except as expressly set forth herein.
7. Sponsor agrees to obtain, at Sponsor’s expense, a non-exclusive license for the University, Principal Investigator, and any personnel engaged by the University to work on the Project, to practice and/or use any patented technology or copyrighted material necessary to carry out the research contemplated by the scope of the Project. In the event that Sponsor is the owner of any patents or copyrights the practice of use of which is necessary for carrying out the Project, the Sponsor hereby grants the University, the Principal Investigator, and any personnel engaged by the University to work on the Project, a non-exclusive license to practice and/or use any such patented technology or copyrighted material.
8. The Parties understand that the University (a) is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code, (b) that maintenance of such exempt status is of critical importance to the University and its members, and (c) have entered into this agreement with the expectation that the project will have no adverse impact on the University’s tax exempt status.
9. Neither University nor its employees shall be entitled to any benefits applicable to employees of Sponsor, nor shall Sponsor or its employees be entitled to any benefits applicable to employees of University.
10. Neither party is authorized or empowered to act as agent for the other for any purpose, and shall not on behalf of the other enter into any contract, warranty, statement, commitment. or representation as to any matter without the prior written consent of the other. Neither University nor Sponsor shall be bound by the acts or conduct of the other.
11. **Compensation**
12. Sponsor agrees to compensate the University as follows: Click or tap here to enter text.
13. Payment to University is due within 30 days of receipt of invoice. All payments shall be made payable to Tennessee Tech University.
14. Sponsor must notify the University of any Disputed Item on University’s invoice within 10 calendar days of receipt. Sponsor and University will work in good faith to resolve any such dispute.
15. University shall retain title to all equipment purchased and/or fabricated by it with funds provided by Sponsor under this Agreement.
16. **Term and Termination**
17. This Agreement shall become effective upon final execution and shall continue in effect until Date of Termination, unless sooner terminated in accordance with the provisions of this Agreement. The parties hereto may, however, extend the term of this Agreement for additional periods through a written amendment signed by the parties’ authorized officials.
18. In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate the Project.
19. Either party may terminate this Agreement for convenience upon 30 days prior written notice to the other.
20. In the event of early termination of this Agreement by Sponsor for convenience, Sponsor shall pay all costs accrued by the University as of the date of termination, including non-cancelable obligations, e.g. non-cancelable contracts and fellowships.
21. Any provisions of this Agreement which by their nature extend beyond termination, shall survive such termination.
22. **Force Majeure**
Should an event (e.g., war, act of God, riot, natural disaster, etc.) beyond a party’s reasonable control occur, that party will be excused from performing its obligations under the Agreement, provided the following provisions are met: (1) The affected party must promptly notify the other party of the occurrence of the event, its effect on performance, and how long that party expects it to last, and (2) the affected party shall update that information as reasonable necessary and use reasonable efforts to limit damage to the other party and to resume its performance under the Agreement.
23. **Confidentiality**

University collects the information Sponsor provides to it for the purpose of fulfilling its obligations under this Agreement. The University will share the information Sponsor provides only to the extent required by law, judicial process, or necessary internal process.

1. **Publicity**

Sponsor and University agree to cooperate, each with the other, in the preparation of any publicity, advertising, or news release related to the Project. At least seven days prior to any release or publication, the issuing party will provide the other party with a copy of the proposed material for approval. Sponsor will not thereafter make any use of the name of the University, or any employee within the University, without the prior written approval of an authorized representative of the University.

1. **Publications**
2. Sponsor recognizes that under University policy, the results of the Project must be publishable, and agrees that researchers engaged in the Project shall be permitted to present at symposia, national or regional professional meetings, and to publish in journals, theses, dissertations, or otherwise of their own choosing, the methods and results of Project; provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least 30 days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party to permit Sponsor to object to such proposed presentation or proposed publication if Sponsor believes there is patentable subject matter or proprietary information which needs protection. Sponsor shall provide the University with such objection in writing within 30 days of receiving a proposed publication or forever waive its rights in this regard.
3. In the event that Sponsor makes objection, University shall refrain from making such publication or presentation for a maximum of three months from date of receipt of such objection in order for patent application(s) to be filed by the appropriate party and/or for the proprietary information to be removed or redacted.
4. In the event that the results of the Project are published or any product resulting from the Project is marketed to third parties, the University and/or the Principle Investigator shall, at their option, have the right to receive attribution for their contribution to the published material or to have the University’s and Principle Investigator’s names displayed on the product or literature.
5. **Intellectual Property**

It is understood that during the course of the Project, valuable intellectual property may be generated by University personnel alone or jointly with Sponsor. The following terms concerning intellectual property and inventions shall apply to this Agreement:

1. All rights and title to inventions and intellectual property, including but not limited to US and foreign patent applications and patents resulting therefrom, which are invented solely by University personnel, will belong to University. All rights and title to inventions and intellectual property, including but not limited to US and foreign patent applications and patents resulting therefrom, which are invented jointly by University and Sponsor personnel shall belong jointly to Sponsor and University.
2. At Sponsor’s option, University and Sponsor agree to negotiate in good faith regarding the transfer of rights to inventions or other intellectual property held by the University that may have arisen from Project. Sponsor shall have three (3) months from disclosure of any invention or discovery to notify University that it wants to enter into such a license agreement. The parties shall negotiate in good faith for a period not to exceed six (6) months from Sponsor’s notification or a longer period of time if the parties mutually agree to extend negotiations. If Sponsor and University fail to enter into such an agreement, the rights to such inventions or other intellectual property shall be disposed of in accordance with University policies, with no obligation to Sponsor. In the event that Sponsor elects to obtain said license, Sponsor shall bear the expense of the prosecution of any related patent applications, including without limitation, patentability investigation expenses, on behalf of University and University personnel.
3. In the event that University declines to file patent applications in the US or in any foreign countries on any patentable inventions, the rights to file will, with prior agreement of all persons engaged in the Project, and to the extent that any Inventions growing out of the Project also relied upon governmental sponsored research, the appropriate governmental agency, be transferred by University and those persons to Sponsor, if Sponsor so requests. Under these circumstances, patent applications filed by Sponsor will be made with the understanding that a share in royalties equivalent to that provided to the inventor(s) under the current University patent policy will be provided to the inventor(s) by Sponsor and provided further that the University shall be granted a worldwide, fully paid-up, non-exclusive license to any Inventions so patented.
4. **Indemnification**
5. Sponsor shall indemnify and hold harmless University against any and all actions, claims, costs, or liabilities, including attorneys’ fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life caused by (a) the actions of Sponsor, its officers, servants, agents or of any third party acting under authorization from Sponsor, or (b) for products developed or made by or as a result of information or materials received from the University. University shall promptly notify Sponsor in writing after University receives notice of any claim, and Sponsor shall defend the University or may be given the opportunity, at University’s option, to participate and associate with University in control, defense, and trial of any claim and any related settlement negotiations. University agrees to cooperate with Sponsor in the defense of any such claim, and no settlement shall binding against the University without the consent of the Tennessee Attorney General.
6. Except as may be expressly set forth in this Agreement, the University shall have no liability to the Sponsor for any special, consequential, exemplary, incidental, or indirect damages (including, but not limited to, loss of profits, revenues, data and/or use), even if advised of the possibility thereof. Any claim based on this agreement must be brought within eighteen (18) months after the cause of action accrues.
7. **Insurance**
8. The State of Tennessee is self-funded and does not carry or maintain commercial general liability insurance or medical, professional or hospital insurance. Any and all claims against the State, including the University or its employees, shall be heard and determined by the Tennessee Claims Commission in the manner prescribed by law.
9. Sponsor agrees to carry adequate public liability and other appropriate forms of insurance and to pay all applicable taxes incident to the Agreement.
10. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its choice or conflict of laws principles. The parties shall comply with all applicable federal, state and local laws and regulations.

1. **Notices**

Notices must be sent in writing and delivered in a manner that provides proof of delivery, i.e. hand delivered, registered or certified mail, email, fax, etc. Notices shall be sent to:

|  |  |
| --- | --- |
| **Sponsor:** | **University:** |
| Click or tap here to enter text. | Click or tap here to enter text.**with a copy to research@tntech.edu** |

1. **Non-discrimination**

No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, or Tennessee constitutional or state laws shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the Agreement. Sponsor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1. **Illegal Immigrants**
2. Pursuant to Tennessee Public Chapter No. 878 of 2006, TCA § 12-4-124, Sponsor attests by its signature that it will not knowingly utilize the services of illegal immigrants nor the services of any subcontractor who will utilize the services of illegal immigrants.
3. The requirements of TCA § 12-12-101 et. seq. addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. Sponsor agrees, under penalty of perjury, that to the best of its knowledge it is not on the list created pursuant to TCA § 12-12-106.
4. **Conflict of Interest**

Sponsor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Sponsor in connection with any work contemplated or performed relative to this contract. Notwithstanding anything to the contrary in the foregoing, nothing in this paragraph shall be construed to prevent the University from paying any of its employees working on the Project from funds received from Sponsor.

1. **Debarment and Suspension**

Sponsor certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or state department or agency;
2. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses listed in section b. of this certification; and
4. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.
5. **Entire Agreement**

This written Agreement constitutes the entire and only agreement between the parties relating to the Project and supersedes all prior negotiations, representations, agreements and understandings. The parties expressly disclaim reliance on any such prior negotiations, representations, agreements or understandings.

IN WITNESS OF their acceptance of the Agreement, the duly authorized representative(s) of each party has executed the Agreement.

AGREED TO AND ACCEPTED BY:

|  |  |  |
| --- | --- | --- |
| **SPONSOR** |  | **UNIVERSITY** |
| Signature:  |  | Signature:  |
| Name:  |  | Name:  |
| Title:  |  | Title:  |
| Date:  |  | Date:  |