

**STANDARD RESEARCH AGREEMENT BETWEEN THE BOARD OF
TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY AND []**

THIS AGREEMENT ("Agreement"), effective [], is made between the Board of Trustees of Northern Illinois University (the "University") with principal offices at DeKalb, Illinois 60115, and [] (the "Sponsor") with offices at [] (together, the "Parties").

WITNESSETH:

WHEREAS, the Sponsor and the University desire to enter into an Agreement pertaining to a Project in accordance with the Statement of Work in Appendix A (hereinafter called the "Project"); and,

WHEREAS, the Project is to be funded by the Sponsor and carried out by the University under the terms and conditions specified herein; and,

WHEREAS, the performance of such Project is of mutual interest to the Sponsor and the University, and is consistent with the instructional, scholarship and research objectives of the University as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. STATEMENT OF WORK

The University agrees to use reasonable efforts to perform the Project as described in the Statement of Work, which is incorporated herein and attached as Appendix A. These efforts are hereinafter called the "Project." The University shall perform this effort consistent with reasonable standards of professionalism applied in related fields. The Project is entitled [].

2. PRINCIPAL INVESTIGATOR

The Principal Investigator assigned by the University for directing the performance of the Project is Professor []. If for any reason the Principal Investigator withdraws from serving as principal investigator, the University and the Sponsor shall endeavor to agree upon a successor. If the Parties are unable to agree upon a successor, the Sponsor shall have the right to terminate this Agreement in the manner provided in paragraph 9 (Termination).

3. PERIOD OF PERFORMANCE

The work shall be performed during the period from [] through []. This date may be extended under the same terms or such other terms as may be mutually agreed upon. The Project "Termination Date" shall be []. The "Effective Date" of the Agreement is set forth at the top of page one of this Agreement.

4. COST OF RESEARCH

The Sponsor agrees to pay the University the fixed sum of [] for the performance of this

Project. The Sponsor will be invoiced and payment shall occur within seven days after processing the payment invoice. However, the failure of the University to send an invoice does not excuse payment by the Sponsor in accordance with the following schedule:

The University shall retain title to equipment and all other items purchased with funds provided by the Sponsor, unless otherwise agreed in writing.

Checks are to be made payable to Northern Illinois University and sent to:

Associate Director, Post-Award
Sponsored Programs Administration 203 Lowden Hall
Northern Illinois University DeKalb, Illinois 60115
RE: SPA# []

Invoices shall be mailed/mailed to: [] _____

The University is not obligated to expend any other funds on the Project, and the Sponsor is not obligated to pay the University in excess of the above stated amount.

5. RIGHTS IN WORK PRODUCT

All original Project results, data, records and work product generated by the University under this Agreement, including all tangible and intangible property, hereinafter called "Work Product," shall be owned by the University in accordance with University policy.

6. INVENTIONS AND PATENTS

- A. The University shall own all inventions, discoveries, and other developments, hereafter called "NIU Inventions," solely conceived by any University agent or employee associated with this Agreement. The Sponsor shall own all inventions, discoveries, and other developments hereafter called "Sponsor Inventions," solely conceived by any Sponsor agent or employee associated with this Agreement, which shall be stated in the SOW. Any Inventions conceived jointly by the University and the Sponsor shall be owned jointly by the University and the Sponsor.
- B. The University shall disclose in writing any Inventions resulting from the Project to the Sponsor at the same time as the Principal Investigator discloses them in writing to the University personnel responsible for patent matters. The disclosure to the Sponsor shall be in the form of a written report and shall identify this Agreement and the Principal Investigator. The report shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical or biological characteristics of the Invention.
- C. If the Sponsor directs that a patent application or application for other intellectual property relating to the Invention be filed, the University shall promptly prepare, file, and prosecute such U. S. and foreign application(s) in the University's name. The Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance

of U. S. and foreign application(s) which are owned by the University. The Sponsor shall cooperate with the University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance.

- D. If the Sponsor elects not to exercise its option as described below or decides to discontinue the financial support of the prosecution or maintenance of the protection, the University shall be free to file or continue prosecution of or maintain any such application(s), and to maintain any protection issuing thereon in the U. S. and in any foreign country at the University's sole expense, without further obligation to Sponsor.

7. GRANT OF RIGHTS

- A. The University hereby grants the Sponsor, its subsidiaries and affiliates, a royalty-free, non-exclusive license to use the Invention within its organizations for any noncommercial purpose.
- B. The University hereby grants the Sponsor the first option, at the Sponsor's sole election, for either (1) a non-exclusive, royalty-bearing license to use the Invention for any purpose except sublicensing, or (2) an exclusive, royalty-bearing license with a right to sublicense. Terms and conditions of these licenses are to be negotiated in good faith and agreed upon between the University and the Sponsor. Provided the Sponsor has participated in bearing patent expenses as described in Article 6 above, this option shall extend for a period of sixty (60) days from the Termination Date of this Agreement.
- C. In the event that the Sponsor acquires an exclusive license or right under subsection B of this Article, the University will retain the right to continue to use any such Inventions within the University for any noncommercial purpose.

8. CONFIDENTIAL INFORMATION

- A. Prior to disclosure of Proprietary Information to the University by the Sponsor, the Sponsor shall notify the Principal Investigator of its intent to disclose Proprietary Information. The Principal Investigator shall have the right to decline receipt of said information. Said Proprietary Information shall be sent only to the Principal Investigator. Information disclosed orally shall be considered Proprietary Information only if such information is stated to be so at the time of disclosure and is confirmed in writing as being Proprietary Information within thirty (30) days after the initial disclosure.
- B. The Parties agree to treat Proprietary Information received from the other with the same degree of care with which it treats its own Proprietary Information and further agrees not to disclose such Proprietary Information to a third party without prior written consent from the Party disclosing Proprietary Information.
- C. The foregoing obligations of non-disclosure do not apply to Proprietary Information which:
- (i) was known to the recipient prior to the disclosure hereunder;
 - (ii) was received from a third party not under an obligation of confidence to

- recipient;
- (iii) is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
- (iv) has been independently developed by an employee of recipient that has not had access directly or indirectly to Proprietary Information, and recipient can substantiate any claim of independent development by written evidence; or
- (v) is required to be disclosed by law.

D. Unless otherwise agreed to in writing, neither Party hereto shall have any obligation of confidentiality under this Agreement after the earliest of either the fifth anniversary of the Termination Date or termination in accordance with Article 9.

9. TERMINATION

This Project may be terminated by either Party upon thirty (30) days' written notice. In the event of termination by the Sponsor, the University will be reimbursed for all costs incurred and all non-cancellable commitments at the time of termination. In the event of termination by the University, any unexpended or unobligated balance of funds advanced by the Sponsor shall be refunded to the Sponsor.

10. USE OF THE NAME OF THE PARTIES

Neither the Sponsor nor the University shall make use of the existence of the Agreement, nor use the other's name or the name of any member of its staff, for publicity or advertising purposes except with the consent of and to the extent approved by the other Party. For the University, such approval will be obtained from the Assistant Vice President for Research and Sponsored Programs.

11. PUBLICATION

The University shall have the right to publish or otherwise disclose the results of this Project, provided that the Principal Investigator first provides the Sponsor with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. The Sponsor shall have thirty (30) days after the receipt of the publication or presentation to review it. If the Sponsor fails to respond to the proposed or revised publication or presentation within thirty (30) days after receipt, the Sponsor shall be deemed to have no objection to publication or disclosure of the results. The Principal Investigator shall modify said publication in order to comply with timely and reasonable requests by the Sponsor. Upon notice by the Sponsor that the Sponsor reasonably believes a patent application relating to an Invention should be filed prior to the publication or presentation, the Sponsor can request the University to delay and the University agrees to delay submission of the publication or presentation for up to sixty (60) days from the date the Sponsor so notifies the University or until a patent application or applications are filed, whichever comes first.

12. REPORTS

A final report will be submitted to the Sponsor by the Principal Investigator within sixty (60)

days of the Termination Date of this Agreement.

13. WARRANTIES AND INDEMNIFICATION

THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. The Sponsor agrees to indemnify and hold harmless the University and its employees and agents against any and all costs, damages and expenses, including attorney's fees, arising from any claims, damages and liabilities asserted by third parties arising from the Sponsor's use of said results.

14. ASSIGNMENT

Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the University hereby consents to the assignment of this Agreement by the Sponsor to any present or future wholly-owned affiliate of the Sponsor or to any successor in interest of the entire business of the Sponsor as a result of a merger, consolidation or purchase as long as the assignee expressly accepts in writing all the obligations and responsibilities of the Sponsor under this Agreement.

15. GOVERNING LAW

This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois. This Agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States and the State of Illinois.

16. NOTICES

Any notice given under this Agreement must be in writing and sent to the recipient at the addresses shown below. Notices must be sent by email or by commercial courier via express, priority or similar service. If the Notice is sent by email, it shall be deemed to have been given on the date it was transmitted. If the Notice is sent by commercial courier, it shall be deemed to have been given as of the date the courier completes delivery.

Notices to the Sponsor are mailed or emailed to:

Email: _____

Notices to the University are mailed or emailed to:

Sponsored Programs Administration

Northern Illinois University
301 Lowden Hall
DeKalb, Illinois 60115
Email: asosp@niu.edu
On all correspondence, please include: SPA # []

17. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or be binding upon any of the Parties hereto, unless in writing executed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below by representatives authorized to make such commitments on behalf of the respective Party.

**BOARD OF TRUSTEES of
NORTHERN ILLINOIS UNIVERSITY**

[]

By: _____

By: _____

Name:

Name: _____

Title:

Title: _____

Date: _____

Date: _____

EIN: _____

(Please also attach W-9.)

APPENDIX A