

Cost Reimbursable Research Agreement	
COMPANY – COMPANY NAME	UNIVERSITY – Rowan University
Name: Address: Phone: Email: EIN No.:	Address: 201 Mullica Hill Road Glassboro, NJ 08028-1701 Phone: (856) 256-4057 Email: preawawrd@rowan.edu EIN No.: 22-2764819
Amount: Performance Period: Make checks payable to: Rowan University	Send invoices to: (if different than above address) Address:
Principal Investigator: Project Title:	

Terms and Conditions

- 1) **Project**
ROWAN UNIVERSITY will perform the services and provide the deliverables as specified in the proposal. See Attachment A, under the direction of the above referenced Principal Investigator.
- 2) **Payment Terms**
COMPANY shall reimburse UNIVERSITY not more often than monthly for allowable costs for costs associated with the approved budget, shown in Attachment B. The invoice receipt or payment should be directed to the appropriate party's Financial Contact, as shown in Attachment C. The payment shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary.
- 3) **Deliverables**
Deliverable(s) shall be the property of the COMPANY.
- 4) **Publication**
ROWAN UNIVERSITY will be free to publish the Project results after providing COMPANY with a sixty (60) day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of the COMPANY's Confidential Information. Any extension of this review time will require written consent of ROWAN UNIVERSITY.
- 5) **Confidential Information**
ROWAN UNIVERSITY shall use Confidential Information provided by the COMPANY only for the purposes of the project. ROWAN UNIVERSITY agrees to use the same degree of care as it uses to protect its own Confidential Information and to maintain the confidentiality of the information for a period of five (5) years from the date of receipt by the Principal Investigator identified above. Confidential Information must be provided in writing and labeled as confidential or identified as confidential at the time of visual or oral disclosure and reduced to writing and transmitted to ROWAN UNIVERSITY within thirty (30) days of such non-written disclosure. ROWAN UNIVERSITY's obligations do not apply to Confidential Information that is in the public domain, independently known, independently developed or obtained by ROWAN UNIVERSITY, or required by law or regulation to be disclosed.
- 6) **Intellectual Property**
In the course of the conduct of the research or services required under this agreement, prior intellectual property may be utilized, new intellectual property may be developed, and opportunity for synergic benefits from the combining of intellectual property envisioned. The following rights and responsibilities will pertain:

Prior Intellectual Property:

Technology and intellectual property, protected or unprotected, that exists prior to the beginning of the joint effort or any project (collectively, "background technology") that is utilized or disclosed as a part of the design or implementation of any project will remain the sole property of the owner of the background technology. The partner organization will maintain confidentiality of all such background technology and shall not use the information for any purpose other than those authorized in writing by the owner of the background technology.

New Intellectual Property:

The technology and intellectual property discovered or developed during the design or implementation of joint efforts or a project, whether it was a direct or indirect outcome of the joint effort or project (collectively, "new technology"), and all intellectual property rights in new technology discovered or created during the term of this agreement are hereby assigned to and shall be the joint property of ROWAN and COMPANY. All copyrightable subject matter developed during the term of this agreement shall be owned jointly by ROWAN and COMPANY and, if applicable, shall be deemed works made for hire for purposes of the U.S. Copyright Act. All rights, title and interests in and to any and all new technology and the intellectual property rights in the new technology are hereby assigned by each party individually to ROWAN and COMPANY jointly.

Licenses; Applications; Further Assurances:

Each party that owns background technology may apply for and prosecute any and all applications to register intellectual property that the owner of the background technology chooses in its sole discretion. For all new technology developed under this AGREEMENT, ROWAN shall have the first option in its sole discretion to file a patent application, copyright application, or other application to register or protect intellectual property in the new technology for the benefit of both parties ("new technology application"). If ROWAN does not pursue a new technology application, COMPANY in its sole discretion may pursue and prosecute a new technology application for the benefit of both parties. Similarly, if one party files and begins to prosecute a new technology application and then subsequently decides in its sole discretion to terminate prosecution, the other party may in its sole discretion continue prosecuting the new technology application for the benefit of both parties. Each party agrees to provide any further assurances in writing or otherwise to confirm the other party's rights in and to its background technology, any new technology and other rights of such party at such party's reasonable request

7) University Status

ROWAN UNIVERSITY shall be deemed to be and shall be an independent contractor in its activities under this Cost Reimbursable Research Agreement

8) Fundamental Research

Parties agree that this project is conducted in furtherance of the university's educational and scientific mission. This project may include fundamental research to advance knowledge, and the project team will include faculty and may also include students.

9) Publicity

Either party may identify the parties to this agreement, title of the Project, and price. Any other use of the name of the other party in any publicity, advertising, or news release requires the prior written approval of the authorized representative of the other party.

10) Export Controls

ROWAN UNIVERSITY and COMPANY is subject to applicable U.S. export laws and regulations. COMPANY shall identify any export-controlled information or materials as such prior to providing such information or materials to ROWAN UNIVERSITY.

11) Disputes

The parties will mutually agree on dispute resolution procedures.

12) Termination

Either party may terminate the Project upon thirty (30) days prior written notice to the other. Project results to the date of termination shall be provided to the COMPANY. All reasonable costs and non-cancellable obligations incurred by ROWAN UNIVERSITY up to the time of said termination shall be reimbursed by the COMPANY. The parties will mutually agree on dispute resolution procedures.

13) Governance

This contract is governed under the laws of the State of New Jersey, without regard to conflict of laws, including but not limited to the New Jersey Open Public Records Act, N.J.S.A. 47: A-et seq., without reference to its choice of law rules. Exclusive jurisdiction over and venue of any suit arising out of or relating to this agreement will be in the state and federal courts of New Jersey.

14) Insurance

Rowan University is an agency of the State of New Jersey, USA. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations.

The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act.

The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional errors and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, PO Box 620, Trenton, NJ 08625

15) Effort

ROWAN UNIVERSITY will use its best efforts to perform the Project. Project results are provided "as-is", and ROWAN UNIVERSITY makes no representations or warranties, expressed or implied, in regard to the quality of the services, Project deliverables or the Project results.

Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees. None of the parties is obligated to indemnify any other party or to hold any other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.

16) Entire Agreement

This contract contains the entire and only agreement between ROWAN UNIVERSITY and COMPANY respecting the Project and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the Project. This Cost Reimbursable Research Agreement may only be amended in writing signed by the duly authorized representatives of each of the parties.

By an Authorized Official of <Company Name>	By an Authorized Official of ROWAN UNIVERSITY
_____ Name, Title Date	_____ Mei Wei, Ph.D., Vice Chancellor for Research Date
_____	By an Authorized Official of ROWAN UNIVERSITY
	_____ Joseph F. Scully, Jr., Sr. VP for Finance and CFO Date

Attachments included:

Attachment A – Proposal, Scope of Work, and Deliverables

Attachment B – Payment Terms

Attachment C – Contacts

ATTACHMENT A
Proposal, Scope of Work and Project Deliverables

Proposal/Scope of Work:

Project Deliverables:

ATTACHMENT B
Payment Terms and Payment Schedule

Payment Terms

Rowan University will invoice <COMPANY NAME> no more than monthly for costs incurred, and the amount due is net 30 days.

Payment Schedule

ATTACHMENT C

Contacts	
COMPANY CONTACTS	ROWAN UNIVERSITY CONTACTS
Administrative Contact Name: Address: Phone: Email:	Administrative Contacts <u>Contract Administration</u> Name: Veronica Lex Contracts Specialist Address: South Jersey Technology Park at Rowan University 107 Gilbreth Parkway Mullica Hill, NJ 08062-4446 Phone: 856-256-4673 Email: lex@rowan.edu <u>Intellectual Property & Commercialization</u> Name: Neal Lemon, Associate Vice President for Technology, Commercialization & Innovation Phone: 856-256-5097 Email: lemonna@rowan.edu
Project Director Name: Address: Phone: Email:	Project Director/Principal Investigator Name: Address: Phone: Email:
Financial Contact Name: Address: Phone: Email:	Financial Contact Name: Address: 201 Mullica Hill Rd. Glassboro, NJ 08028 Phone: Email:
Authorized Official Name: Address: Phone: Email:	Authorized Official Name: Mei Wi, Vice Chancellor for Research Address: South Jersey Technology Park at Rowan University 107 Gilbreth Parkway Mullica Hill, NJ 08062-4446 Phone: 856-256-4090 Email: weim@rowan.edu Name: Joseph F. Scully, Jr. Sr. Vice President for Finance Address: Rowan University Bole Hall 201 Mullica Hill Rd. Glassboro, NJ 08028 Phone: 856-256-4127 Email: scullyj@rowan.edu