

Fixed Price Research Agreement	
COMPANY – <COMPANY NAME HERE>	UNIVERSITY – ROWAN UNIVERSITY
Address:	Address: 201 Mullica Hill Road Glassboro, NJ 08028-1701
Phone:	Phone: (856) 256-4057
Email:	Email: preaward@rowan.edu
EIN No.:	EIN No.: 22-2764819
Price: Performance Period: Payment Terms: Make checks payable to: ROWAN UNIVERSITY	
Principal Investigator: Project Title:	

Terms and Conditions

- 1) **Project**
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 will pay UNIVERSITY the fixed price in accordance with the payment terms listed above or as recorded in Attachment B. Any excess funds paid or advanced by the COMPANY made in accordance with this Fixed Price Agreement shall remain with UNIVERSITY upon completion of the project work or after the performance period end date. Company agrees that it is in compliance with any federal prime award obligations.
- 3) **Deliverables**
Deliverable(s) shall be the property of the COMPANY.
- 4) **Publication**
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 UNIVERSITY.
- 5) **Confidential Information**
UNIVERSITY shall use Confidential Information provided by the COMPANY only for the purposes of the project. 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 UNIVERSITY within thirty (30) days of such non-written disclosure. UNIVERSITY's obligations do not apply to Confidential Information that is in the public domain, independently known, independently developed or obtained by 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 UNIVERSITY and COMPANY. All copyrightable subject matter developed during the term of this agreement shall be owned jointly by UNIVERSITY 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 UNIVERSITY 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, UNIVERSITY 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 UNIVERSITY 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

UNIVERSITY shall be deemed to be and shall be an independent contractor in its activities under this Fixed Price 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

The University and the company will abide Export Control Laws, rules and regulations and take all actions within its ability to assure compliance with all such laws, rules and regulations. The university and the company shall identify any export-controlled materials or information prior to executing this agreement.

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 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

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

UNIVERSITY will use its best efforts to perform the Project. Project results are provided "as-is", and 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.

Neither party shall be liable to the other for any delays, suspensions, damages, or failure to perform any of the obligations under this Agreement due to, caused by, or occasioned by reason of Force Majeure. Force Majeure shall mean any circumstance or event beyond the reasonable control and foresight of the party unable to perform and which could not have been prevented or avoided by the exercise of due diligence, prudence, or the adoption of reasonable precautions. During an event of Force Majeure, the parties' duty to perform obligations shall be suspended.

16. Entire Agreement

This contract contains the entire and only agreement between UNIVERSITY and COMPANY respecting the Project and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the Project. This Fixed Price Research Agreement may only be amended in writing signed by the duly authorized representatives of each of the parties. ***By signing this Fixed Price Research Agreement, COMPANY acknowledges that this Fixed Price Research Agreement supersedes and replaces any terms and conditions of Purchase Order or other financial document(s) used to make payment(s).***

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 and Schedule

Attachment C – Contacts

ATTACHMENT A
Proposal, Scope of Work and Project Deliverables

Proposal/Scope of Work:

Project Deliverables:

(Note: Should be in the form of one of the following – milestones, deliverable (report, etc.), or percentage of effort)

ATTACHMENT B
Payment Terms and Schedule

ATTACHMENT C

Contacts	
COMPANY CONTACTS	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: Phone: Email:
Authorized Official Name: Address: Phone: Email:	Authorized Official Name: Mei Wei, Ph.D. 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 and CFO Address: 201 Mullica Hill Road, Bole Hall Glassboro, NJ 08028 Phone: 856-256-4127 Email: scullyj@rowan.edu