

RESEARCH AGREEMENT

_____, a _____ corporation having offices at _____ ("Company"), agrees to fund research to be performed by the **University of Washington**, a public institution of higher education with administrative offices at Office of Sponsored Programs, 1100 NE 45th Street, Suite 300, Seattle, Washington 98105 ("UW"); Company and UW agree to the following terms and conditions:

Research Project

1. The research project (the "Project") shall be performed under the direction of _____, Professor of _____, ("UW PI") and conducted in substantial accordance with the proposal entitled " _____," previously submitted to Company and attached hereto as Exhibit A.
2. The Project shall begin on _____ and end on _____, unless otherwise extended or terminated by the parties, pursuant to Section 16, below.

Payment

3. In support of the Project Company shall pay to UW the sum of \$_____, due and payable in _____ equal installments of _____ and a final payment of _____. The first payment will be made upon execution of the agreement, and the remaining payments will be made according to the following schedule: _____.
4. Payment shall be made by means of a check or money order made payable to "University of Washington" and sent to Grant and Contract Accounting, University of Washington, 12455 Collections Drive, Chicago, Illinois, 60693. Invoices shall not be required.

UW Obligations

5. UW shall make progress reports to Company on at least a quarterly basis. Reports may be oral or written, as agreed upon by the UW PI and Company. Final results of the Project will be delivered in the form of a written report, which shall identify the methods used and the results obtained, including any discoveries made or innovations developed during the course of the Project.

Parties Obligations

6. UW and Company agree to use reasonable care to avoid the unauthorized disclosure of information which one or both parties consider to be confidential. "Confidential Information" shall be presented in written or tangible form (or reduced to such form within thirty [30] days) and clearly identified in writing as "confidential" at the time of disclosure. Confidential Information shall not include information which (a) was in the receiving party's possession prior to receipt of the disclosed information; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is received from a third party without a duty of confidentiality; (d) is independently developed by the receiving party; (e) is disclosed under operation of law, provided that the disclosing party is provided reasonable notice and opportunity to contest the need for such disclosure, or to seek a protective order therefor. It is understood that the UW is subject to Washington State law and regulations regarding the management of Confidential Information.

Publication

7. UW reserves the right to publish the results of research undertaken by UW Personnel. However, UW shall provide Company with a copy of any proposed publication resulting from the Project at least thirty (30) days prior to submission for publication. Company shall have thirty (30) days to review

and comment on the proposed publication. UW shall, upon Company's request, delete or otherwise prevent the disclosure of Confidential Information identified by Company during the course of its review. In the event Company desires to delay publication, Company shall make its request to UW in writing, identifying the specific information or materials of concern and explaining the reasons why the delay is warranted. Delays shall be made at UW's discretion and shall not exceed ninety (90) days.

Intellectual Property

8. Rights and title to intellectual property created or developed in the course of the Project shall be assigned as follows: intellectual property created solely by UW personnel shall be owned by the UW; intellectual property created solely by Company personnel shall be owned by Company; ownership of intellectual property developed jointly by UW and Company personnel shall vest according with U.S. Patent law. UW agrees to disclose to the Company any invention or discovery resulting from the Project and to notify the Company of its decisions regarding the desirability of applying for patents to intellectually property resulting from the Project.
9. Company and UW shall each retain the right to use any and all intellectual property produced or developed during the course of the Project for the purposes of internal research and development and/or education. Research results not subject to patent protection, copyright, or trademark protection, and/or technical data and computer software outside the scope of Confidential Information, may be used by either party for any purposes it may deem appropriate; provided, however, that Company shall consider any invention or discovery resulting from the Project to be subject to patent protection until such time as the UW notifies Company, in writing, of its decision not to file a patent application on such invention or discovery.
10. Neither UW nor Company shall obtain any rights, title or license, either express or implied, to the other party's pre-existing intellectual property by virtue of their performance under this agreement.
11. Neither party gains rights to the other party's intellectual property developed outside the statement of work of this research, nor does either party have any obligation to grant rights to intellectual property created or developed in the course of the Project beyond those rights outlined in Section 9 above.

Risk Management

12. The research results are preliminary and experimental in nature. UW makes no representations and extends no warranties of any kind, either express or implied, with regard to research results.
13. To the extent allowed by law, each party to this Agreement agrees to defend, indemnify and hold harmless the other parties from injuries, damages and loss arising from the negligent acts and omissions of its employees, officers and agents under this agreement.

Use of Names

14. UW and Company agree not to use the name, trademark, or other identifier of the other parties hereto for any advertising, promotion, publicity, or commercially related purposes except with advance written approval of that party, except as may be required by law.

Assignment

15. No party may transfer or assign its rights or obligations under this Agreement without the written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

Amendments & Termination

16. Amendments to this agreement must be in writing and be signed by authorized representatives of each party hereto. Either party may terminate this agreement with thirty (30) days' written notice provided to the individuals set forth in Section 16 below.

Notices

17. Correspondence regarding the Project shall be directed as follows:

If to UW:

Contractual Matters
Office of Sponsored Programs
1100 NE 45th Street, Suite 300
Seattle, WA 98105

Technical Matters

Department of _____
University of Washington, Box _____
Seattle, WA 98195

If to Company:

Contractual Matters

Technical Matters

18. If any of the provisions of this agreement shall be determined to be illegal or unenforceable by a court of competent jurisdiction, the other provisions shall remain in full force and effect.

19. The rights and obligations of the parties under this agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to choice of law principles. Company hereby accepts the venue and jurisdiction of the Federal District Court of Western Washington, Seattle, or the King County Superior Court.

NOW, THEREFORE, agreement to the terms stated above is indicated by signatures affixed below.

University of Washington

Company

By _____
Carol Zuiches
Assistant Vice Provost for Research

By _____

Date _____

Date _____

Read and Agreed

By _____
_____ (printed name)

Date _____

Exhibit A: Proposal

(to be attached, or incorporated by reference on page 1)