

## RESEARCH AND TECHNOLOGY DEVELOPMENT AGREEMENT

**[COMPANY]**  
**and**  
**University of Washington**

The University of Washington, a public institution of higher education with administrative offices at Seattle, Washington ("UW"), and [COMPANY], having a place of business at [COMPANY ADDRESS] ("Company") agree as follows:

### **1. Background**

1.1 Company desires to sponsor and participate in technology development research under the direction of UW.

1.2 UW desires to conduct the Project and is willing to grant certain rights to Company upon the terms and conditions set forth herein.

1.3 UW and Company desire the following: Appropriate commercialization of research results. [OTHER OBJECTIVES AS APPROPRIATE]

### **2. Definitions**

2.1 "Agreement" shall mean this agreement, together with any Exhibits referenced herein.

2.2 "Effective Date" shall be the latest date on which the Agreement is fully executed by UW, and Company.

2.3 "Project" is set forth in the proposal entitled, "[PROJECT TITLE]," attached here as Exhibit A.

2.4 "Project Period" shall be from [START DATE] to [END DATE].

2.5 "Company Personnel" shall mean any and all technical or other personnel designated or used by Company to perform, render, or supervise any services, research, or assistance related to the Project, and who have obligations to assign their rights in proprietary matters to Company.

2.6 "UW Personnel" shall mean any and all technical or other personnel who are designated or used by UW to perform research, render assistance, or supervise any services related to the Project, and who have obligations to assign their rights in proprietary matters to UW. UW Personnel shall also include UW employees or students who are also consultants of Company.

2.7 "Project Manager" shall be [PRINCIPLE INVESTIGATOR], a UW faculty member designated by UW and approved by Company to conduct the Project.

2.8 "Company Liaison" shall be [COMPANY CONTACT], a Company employee designated by Company to be the primary contact with Project Manager.

2.9 "Research Results" shall mean information, materials, and work products developed by UW during the course of the Project, including without limitation inventions, discoveries, products, devices, models, prototypes, computer software, documentation, and technical data.

### **3. Research Project**

3.1 UW will apply its reasonable best efforts to undertake the Project substantially in accordance with the Proposal, using commonly accepted professional standards of workmanship and effort. Control of Project shall rest with the UW. Company shall have opportunities to advise UW and Project Manager regarding conduct of the Project. Project Manager shall select and supervise other Project participants as needed. UW may substitute another individual for the Project Manager specified herein with the approval of Company.

3.2 UW shall make progress reports to Company no less frequently than quarterly. Reports may be oral or written, depending on the nature of the information conveyed. If Company requests an oral progress report to be reduced to a written form, UW shall comply. 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.

### **4. Project Support**

4.1 Company shall pay to UW \$[AMOUNT] due and payable in equal installments of \$[PAYMENT], the first payment being due upon the Effective Date and the remaining payments made at each three-month interval following Effective Date. Company shall pay by means of a check or money order made payable to "University of Washington" and sent to Director, Grant and Contract Accounting, University of Washington, Box 351122, Seattle, WA 98195-1122.

4.2 Company may provide in-kind support to Project as the need arises.

4.3 Title to equipment contributed by Company to Project as in-kind support, or purchased by UW using funds paid to UW by Company, shall be owned by UW.

### **5. Confidential Information and Proprietary Materials**

5.1 "Confidential Information" shall mean information in written, graphic, oral or other tangible form protected by trade secret or other right of non-disclosure, including without limitation algorithms, formulae, techniques, improvements, technical drawings and data, and computer software. 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. It is understood that as operations of Washington State government, UW is subject to Washington State law and regulations regarding management of Confidential Information, including RCW 42.17. "UW Confidential Information" means Confidential Information controlled by UW. "Company Confidential Information" means

Confidential Information Controlled by Company. "Joint Confidential Information" means Confidential Information controlled jointly by UW and Company.

5.2 UW and Company agree to use reasonable care to avoid unauthorized disclosure of Confidential Information, including without limitation taking measures to prevent creating a premature bar to a United States or foreign patent application. Each party will limit access to Confidential Information received from another party hereto to those persons having a need to know. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using Confidential Information that prudent organizations normally exercise with respect to their own property of significant value.

5.3 Any Confidential Information shall be in written, graphic, or other tangible form or reduced to such form within thirty (30) days of disclosure and shall be clearly identified as confidential at the time of or within thirty (30) days of disclosure. Confidential information shall not be disclosed by the receiving party to a third party for a period of two (2) years unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. Third parties include all governmental offices. The disclosing party may request prompt return or destruction of any Confidential Information in written, graphic, or other tangible form at any time.

5.4 The terms of confidentiality set forth in this Agreement shall not be construed to limit the parties' right to independently develop products without the use of another party's Confidential Information.

5.5 The disclosure of Confidential Information requiring, in the judgment of the disclosing party a higher level of confidentiality than reasonable care, shall be covered by separate agreement(s) between the disclosing and receiving party, authorized by representatives of the receiving party or parties. In the case of UW, such authorization shall reside with the Director of Technology Transfer with the concurrence of the Project Manager.

5.6 UW reserves the right to publish or permit to be published by UW Personnel the results of Project research undertaken by UW Personnel. To prevent untimely disclosure or exploitation of Company Confidential Information, Joint Confidential Information, or other materials proprietary to Company, UW shall provide Company Liaison 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 (the "Pre-publication Review Period") to review the proposed publication. If Company determines that Company Confidential Information is included in the proposed publication, UW will at Company's request remove such Company Confidential Information prior to submission for publication. At Company's request, the proposed publication may be delayed for up to three (3) months beyond the end of Pre-publication Review Period. If Company seeks to delay publication, Company shall make such request in writing together with identification of the information or materials of concern and reasons why delay is warranted.

5.7 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. UW and Company may indicate that this Agreement exists, may disclose the terms of the Agreement, and may use the names of the other parties to describe the relationship between UW and Company established by this Agreement.

## **6. Intellectual Property**

6.1 "IP" means the following rights developed in the course of, or as a direct result of the Project: any and all patents or rights to patent, copyrights, trademarks, and any and all technical data and computer software within the scope of Confidential Information.

6.2 "Background IP" means IP not arising within the Project but of use to the Project, the rights to which are controlled by UW or Company, and which is expressly made available to the Project by the controlling party.

### 6.3 Ownership

"UW IP" means Intellectual Property developed solely by UW Personnel. "Company IP" means Intellectual Property developed solely by Company Personnel. "Joint IP" means Intellectual Property developed jointly by Company Personnel and UW Personnel, as determined in accordance with US Patent Law. In the case of works subject to copyright, Joint IP shall mean only those works in which UW and Company intend that their contributions be merged into inseparable or interdependent parts of a unitary whole. "UW Background IP" means Background IP in the possession of UW. "Company Background IP" means Background IP in the possession of Company. UW and Company shall not, by performance under this Agreement, obtain any ownership interest in the other parties' Background IP.

### 6.4 Title

Title to UW IP shall vest with UW unless UW expressly agrees otherwise. Title to Company IP shall vest with Company. Title to Joint IP shall vest jointly with UW and Company unless UW and Company agree otherwise. Ownership interest in Joint IP will be an undivided interest, with no obligation for accounting between UW and Company for exploitation of the Joint IP unless UW and Company agree otherwise.

## 7. Patent Protection

7.1 UW shall have first option to file or have filed, and to prosecute or have prosecuted, one or more United States and/or foreign patent application(s) relating to UW IP or Joint IP. Any decision to file a patent application on UW IP or Joint IP shall be made in consultation with Company.

7.2 If UW and Company choose for any reason not to pursue patent protection for UW IP or Joint IP, and if UW subsequently determines that it has no interest in the UW IP or Joint IP, it shall formally waive or dispose its rights to said IP, in keeping with then current UW policies.

## 8. Technology Transfer

### 8.1 Disclosure

UW Personnel and Company Personnel shall disclose in written form (a "Disclosure") Research Results arising from Project and protectable as to ownership to UW's Office of Technology Transfer. Within thirty (30) days of receipt of a Disclosure, UW will forward a copy to Company and shall identify to Company any UW Background IP that UW believes may be relevant to Company's review of Disclosure.

### 8.2 Review Period

Company shall have three (3) months from the date upon which UW delivers to Company a Disclosure (the "Review Period") to inform UW in writing of Company's intent to negotiate a license to the disclosed UW IP or Joint IP ("First Right to UW IP"). If Company fails to so notify UW, Company's First Right to UW IP shall terminate at the end of the Review Period.

### 8.3 Option Period

If Company exercises its First Right to UW IP, Company shall have a period of three (3) months (the "Option Period"), commencing on the date of Company's notice of intent, in which to negotiate a license to the disclosed UW IP or Joint IP. During the Option Period, UW and Company shall use reasonable best efforts to negotiate a license. UW shall offer to Company a non-exclusive, paid up, royalty-free license to UW IP for Company's internal use. (Internal Use means IP can only be used within the company for non commercial purposes).

Rights other than for Company's internal use shall be transferred by means of a license agreement between UW and Company. If UW and Company fail to reach agreement on a license during the Option Period, the First Right to UW IP shall terminate, unless extended by UW.

### 8.4 License to Background IP

UW shall offer to Company, at the time Company expresses its intent to negotiate for a license to any given UW IP, the non-exclusive right to negotiate a license to UW Background IP directly related to such UW IP, provided such Background IP is available for licensing. Company shall have three (3) months from the date upon which UW delivers to Company a Disclosure of UW Background IP to negotiate a license to any of the specified UW Background IP. The license may be exclusive, sole, or non-exclusive, at UW's option.

8.5 UW's obligations to transfer technology to Company, provide technical information and reports to Company, and otherwise perform under this Agreement are contingent upon compliance with applicable United States export control laws and regulations. The transfer of certain technical data and commodities may require a license from a cognizant agency of the United States Government and/or written assurances by Company that Company shall not export technical data, computer software, or certain commodities to specified foreign countries without prior approval of an appropriate agency of the United States Government. UW does not represent that a license shall not be required, nor that, if required, it shall be issued.

## 9. Risk Management

9.1 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. Each of the parties assumes no responsibility to the other parties for any indirect or consequential damages suffered by another party to this Agreement, or by any person, firm or corporation not a party to this Agreement. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. This provision shall survive termination of this Agreement.

9.2 The Research Results are preliminary and experimental in nature. Except as expressly set forth in this Agreement, UW makes no representations and extends no warranties of any kind, either express or implied with regard to Research Results. There are no express or implied warranties of merchantability or fitness for a particular purpose, or that Company use of any Research Results, UW IP, or Joint IP will not infringe any third party patent, copyright,

trademark, or other third party rights. UW makes no representation as to the usefulness of Research Results, UW IP, or Joint IP. If Company chooses to exploit Research Results, UW IP, or Joint IP in any manner whatsoever, Company does so at its own risk. This provision shall survive termination of this Agreement.

## **10. Termination**

10.1 Either UW or Company may terminate this Agreement by giving sixty (60) days' written notice to the other parties. In the event of such termination, UW will take all reasonable steps to cancel or reduce outstanding obligations. Company will pay its share of expenditures incurred as of the date of termination and its share of firm obligations reduced through diligent efforts by UW. In the case of only in-kind Company support, Company is expected to fulfill its pro-rata obligation of in-kind support up to the date of termination of the Project.

10.2 Upon failure of Company to cure a material breach of this Agreement within thirty (30) days after a written demand for performance, UW shall have the right at any time to terminate this Agreement by written notice to Company. In the event of such termination, UW shall have no obligation to negotiate license agreements contemplated under this Agreement.

## **11. General**

11.1 Unless otherwise specified under this Agreement, all notices, requests, or demands shall be made in writing and shall be deemed to have been made or given when delivered in person, or sent by certified United States mail or reputable express carrier, postage prepaid, addressed to the party at its address following, or at such other address as the parties subsequently may furnish to the other party by notice hereunder. The addresses of representatives who are authorized to offer, receive, or secure the authorizing replies to notices, requests or demands under this Agreement shall be:

If to UW:

*Intellectual Property Matters*

Vice Provost  
UW TechTransfer  
4311 11<sup>th</sup> Avenue NE, Suite 500  
Seattle, WA 98105

*Research Contract Matters*

Executive Director  
Office of Sponsored Programs  
1100 NE 45<sup>th</sup> Street, Suite 300  
Seattle, WA 98105

*Technical Matters*

Dr. [PRINCIPLE INVESTIGATOR]  
University of Washington  
Department of [DEPARTMENT]  
Box [BOX#]

Seattle, WA 98195

If to Company:

[COMPANY CONTACTS]

11.2 UW shall perform services under this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to be inconsistent with such relationship or status. Under no circumstances shall UW be considered an employee or agent of Company. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, corporate partnership, or formal business organization of any kind.

11.3 No party may transfer or assign its rights or obligations under this Agreement, except as provided herein or with the written consent of the other parties. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.

11.4 Amendments to this Agreement must be in writing, reference this Agreement, and be signed by authorized representatives of each party hereto. No provision of this Agreement shall be deemed to have been waived by any act of or acquiescence on the part of any parties hereto. A waiver may only occur in writing signed by the authorized representatives of each party hereto, waiving the particular provision involved. No waiver of any provision of this Agreement shall constitute waiver of any other provision or of the same provision on any other occasion. Nonperformance by UW, or Company shall not operate as a breach of the terms of this Agreement if due to strikes or other labor disputes or to prevention or prohibition by law, the loss or injury to products in transit, an Act of God, or war or other cause beyond the control of UW or Company.

11.5 UW and Company agree that, in the event of a dispute between them arising from, concerning, or in any way related to this Agreement, the parties shall undertake good faith efforts to resolve the matter amicably.

11.6 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.

11.7 This Agreement constitutes the final and complete expression of the agreement of the parties and supersedes and replaces all previous representations, understandings, or agreements, oral or written, with respect to its subject matter. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings or agreements other than those contained in this Agreement.

11.8 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. 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

By \_\_\_\_\_

Name Carol Zuiches

Title Assistant Vice Provost for Research

Date \_\_\_\_\_

Company

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Project Principal Investigator  
Read and Understood

By \_\_\_\_\_

Name [PRINCIPLE INVESTIGATOR]

Date \_\_\_\_\_