

MEMORANDUM OF AGREEMENT

This AGREEMENT is entered into this (Day, Month & Year) by and between (Name and Complete Address of Sponsor) (hereinafter referred to as "Sponsor") and Kansas State University, 2 Fairchild Hall, Manhattan, KS, 66506-1103 (hereinafter referred to as the "University"). Work will be performed at Kansas State University in the Department of (Dept. Name).

WHEREAS, the project contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor and will further instructional and research project objectives of University in a manner consistent with its status as a non-profit, tax-exempt educational institution.

NOW, THEREFORE, the parties hereto agree as follows:

1. STATEMENT OF WORK. The University agrees to use its best efforts to perform the project as described in Appendix A hereof.
2. PRINCIPAL INVESTIGATOR/PROJECT DIRECTOR. The project will be directed by (PI/PD Name). If, for any reason, (s)he is unable to continue to serve as principal investigator/project director and a mutually acceptable successor is not available, University and/or Sponsor shall have the option to terminate said program in accordance with Clause 15 - TERMINATION.
3. PERIOD OF PERFORMANCE. The project shall be conducted during the period of (Start Date and End Date) and will be subject to renewal only by mutual agreement of the parties.
4. PROJECT COSTS AND PAYMENT. In consideration of the foregoing, Sponsor will pay University for costs incurred in the performance of the project, without an itemized accounting. Payment shall not exceed the total estimated cost of (Enter Amount). Sponsor shall make payment (within thirty (30) days of the receipt of an invoice from University) or (shall pay \$##### upon the full execution of this agreement and \$##### on or about [date]).
5. REPORTS. Brief progress reports of the project will be made periodically by University to Sponsor and a final report will be rendered on completion of the project. During the term of this Agreement, representatives of University will consult and/or meet with representatives of Sponsor to discuss progress and results, as well as on going plans of the project and University will provide project information to Sponsor as reasonably requested.
6. FACILITIES. The University will provide the utilities and office, laboratory and field space needed for the project.
7. PROPERTY. All equipment detailed in the project budget and purchased from this fund shall be the property of the University.
8. PUBLICITY. Sponsor will not use the name of University, nor of any member of University's project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity, advertising, or news release without the prior written approval of Sponsor.
9. INSURANCE. University represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by

University. The University has no liability insurance policy as such that can extend protection to any other person.

10. **BACKGROUND INTELLECTUAL PROPERTY.** “Background Intellectual Property” means property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.

Both parties agree to provide the Background Intellectual Property necessary to complete the objectives of the project. Both parties shall retain all rights to their respective Background Intellectual Property provided for this purpose. Neither party shall assume any rights in the other party’s Background Intellectual Property provided for this project other than the right to use said Background Intellectual Property to achieve the objectives of this project.

11. **PROJECT INTELLECTUAL PROPERTY.** “Project Intellectual Property” means the legal rights relating to inventions (including Subject Inventions as defined in 37 CFR 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first made or generated during the performance of this Agreement.

Ownership of Project Intellectual Property shall vest in the party whose personnel conceived the subject matter and diligently pursued reducing the subject matter to practice, and such party may perfect legal protection therein in its own name and at its own expense. Jointly made or generated Project Intellectual Property shall be jointly owned by the Parties unless otherwise agreed in writing.

The Parties agree to disclose to each other, in writing, each and every Invention which may be patentable or otherwise protectable under the United States Patent laws in Title 35, United States Code. The Parties acknowledge that they will disclose Inventions to each other and the awarding agency within two (2) months after their respective inventor(s) first disclose the invention in writing to the person(s) responsible for patent matters of the disclosing party. All written disclosures of such Inventions shall contain sufficient detail of the invention, identification of any statutory bars, and shall be marked confidential, in accordance with 35 U.S.C. 205.

Sponsor shall receive the first option to negotiate for a license to commercialize the Project Intellectual Property of University, subject to any rights of the Government therein. Sponsor is hereby granted an exclusive option to negotiate the terms for a license to Project Intellectual Property of University, for an initial option period of three (3) months after such invention has been reported to Sponsor.

The terms of subsequent licensing agreements for University owned and/or Jointly owned Intellectual Property will be negotiated in good faith and by mutual agreement by the Parties to this Agreement.

12. **CONFIDENTIALITY/PUBLICATIONS.** During the term of this Agreement, and for a period of five (5) years thereafter, each party will maintain in confidence all confidential Background Intellectual Property and Project Intellectual Property of a party, as well as all other Confidential Information of a party disclosed by that party to the other in connection with this Project. Neither party will use, disclose or grant use of such Confidential Information except as required to perform under this Agreement. Each party will use at least the same standard of care as it uses to protect its own Confidential Information to insure that students, interns, employees, agents and consultants do

not disclose or make any unauthorized use of such Confidential Information. Any student, intern, employee, agent or consultant of the receiving party must be notified of the restrictions on the use of the disclosing party's Confidential Information and must agree with those restrictions before being allowed access to the Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information.

Either party may publish its results from this project. However, the publishing party will provide the other party a thirty (30) day period in which to review proposed publications, identify proprietary or confidential information, and submit comments. The publishing party will not publish or otherwise disclose proprietary or confidential information in accordance with the procedures described in this article and the publishing party will give full consideration to all comments before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to sixty (60) additional days for preparation and filing of a Patent application which the reviewing party has the right to file or to have filed at its request by the publishing party.

13. MODIFICATION. Any agreement to change the terms of this Agreement in any way shall be valid when the change is made in writing and approved by authorized representatives of the parties hereto.

14. REPRESENTATIVES. Designated representatives for the parties are:

	Sponsor:	University:
If Technical	Name Address Telephone	Principal Investigator's Name Kansas State University Address Manhattan, KS 66506 (785) 532-XXXX
If Contractual	Name Address Telephone	Paul R. Lowe Kansas State University 2 Fairchild Hall Manhattan, KS 66506-1103 (785) 532-6804

15. TERMINATION. Performance under this Agreement may be terminated by Sponsor upon a thirty day advance, written notice. In the event of early termination of this Agreement by Sponsor, Sponsor shall pay all costs accrued by University as of the date of the notice of termination, including non-cancelable obligations, which shall include all non-cancelable contracts and fellowships or postdoctoral associate appointments called for in Appendix A. In addition, Sponsor will pay all other reasonable costs incurred by the University during the time period between the notification date and the termination date, which are necessary to terminate the project. Any obligation of sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination. Reimbursement for incurred costs and obligations will not exceed the total estimated project cost as shown in Clause 4.

Performance may be terminated by University upon a thirty day advance, written notice if circumstances beyond its control preclude continuation of the project.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first written above.

SPONSOR:

KANSAS STATE UNIVERSITY:

By:
Title:

By: Paul R. Lowe
Title: Assistant Vice President for Research

Date: _____

Date: _____

FEIN: _____