# Research Services Agreement

# Between

[INSERT SPONSOR NAME]

# And

# The University of Vermont and State Agricultural College

**THIS AGREEMENT** (“Agreement”) is made by and between the University of Vermont and State Agricultural College, a not for profit, public land grant university of the state of Vermont, (hereafter referred to as "UVM"), whose address is Sponsored Project Administration, 217 Waterman Building, Burlington, VT 05405 and [INSERT NAME](hereafter referred to as "SPONSOR"), whose address is [INSERT ADDRESS], each one a “Party” and collectively “Parties.”

**WHEREAS,** SPONSOR desires to retain the services of UVM, upon the terms and conditions set forth hereinafter;

**NOW THEREFORE,** in consideration of the mutual covenants and agreements contained herein, SPONSOR and UVM agree as follows;

**1. Scope of Service to be Performed**: UVM agrees to undertake and perform the work as described in **Exhibit A (“Services”).**

**2. Period of Performance:** The services called for by Article 1, may begin on [INSERT START DATE] with spending and activities ending on [INSERT END DATE], unless extended by written amendment or terminated sooner following the termination provisions set forth below.

**3. Funding, Billing and Payment:** SPONSOR obligates a maximum amount of $ [INSERT TOTAL AMOUNT] to complete the performance of the services. This Agreement is payable on a fixed price basis.

 SPONSOR shall pay UVM in accordance with the following schedule after receipt of UVM invoice:

(This Section is to be customized for the work: per test, lump sum upfront, scheduled payments.)

And approved by SPA

 UVM shall submit invoice/s by email to: [SPONSOR BILLING ADDRESS or by email]

Payment shall be made to “University of Vermont” and remitted to the following address:

University of Vermont

Sponsored Project Administration

85 South Prospect Street

217 Waterman Building

Burlington, VT 05405

**4. Points of Contact:** The following are designated as Investigators and Administrative contacts for the purposes of this Agreement. The Investigators will be responsible for the technical matters of the services outlined in Exhibit A. The UVM Investigator is essential to the work being performed and no change will be made to the UVM Investigator without SPONSOR written approval.

 **Investigators:**

For UVM: [INSERT PI NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

 For SPONSOR: [NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

 **Administrative:**

For UVM: Lana Metayer, Director

Sponsored Project Administration

217 Waterman Building

85 South Prospect Street

Burlington, VT 05405-0160

E-mail: spa@uvm.edu

For SPONSOR: [NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

**5. Reporting Requirements:** In addition to performing the Services as described by Article 1,UVM Investigator shall deliver the following reports to the SPONSOR’s Investigator:

[MODIFY ACCORDINGLY]

**Report Type Due No Later than**

 Final Narrative Report no later than 30 days from Contract End date

These narrative reports should provide an assessment of what has been accomplished during the reporting period with the final report covering the entire contract period.

**6. Confidential Information:** “Confidential Information” means any confidential or proprietary information furnished by one Party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Project that is specifically marked as confidential or followed up in writing to document its confidentiality as soon as possible but no more than fifteen (15) days after disclosure.

 Confidential Information is confidential and/or proprietary to the Disclosing Party, and the Receiving Party shall not publish or disclose Confidential Information to a third-party or use Confidential Information for any purpose unrelated to this Agreement, without the prior written consent of the Disclosing Party. The Party receiving Confidential Information from the other party is referred to as the “Receiving Party,” and the Party disclosing Confidential Information to the other party is referred to as the “Disclosing Party”. .

 The obligations of non-use and non-disclosure shall not apply to:

(a) Information that the Receiving Party can show by written record that it possessed prior to its receipt from the Disclosing Party;

(b) Information that was available to the public prior to its receipt by the Receiving Party or later became so through no fault of the Receiving Party;

(c) Information that is subsequently disclosed to the Receiving Party by a third party free of any obligations of confidentiality;

(d) Information that is independently known, developed, or discovered without use of the Disclosing Party’s Confidential Information; or

(e) Information that is required to be disclosed by law.

In the event of 6(e) above, the Receiving Party is required to give the Disclosing Party prompt notice thereof. The Disclosing Party may seek an appropriate protective order, and the Receiving Party will reasonably cooperate with the Disclosing Party in its efforts to seek such a protective order.

The obligations of this Article pertaining to confidentiality shall apply for three (3) years after disclosure.

**7. [Optional – Include if SPONSOR is supplying Materials; if not, delete paragraph and replace with “Reserved”]**

 **SPONSOR Materials:**

 SPONSOR agrees to permit UVM Investigator to use SPONSOR Materials (which are as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and include the original material and any progeny, unmodified derivatives, any part of the foregoing incorporated in modifications) solely to perform the Services at UVM’s institutional facilities only, and only under the direction of UVM Investigator(s), and not for any other purposes whatsoever, without the prior written consent of SPONSOR. UVM agrees not to transfer SPONSOR Materials to anyone who is not employed at UVM’s facilities without the prior written consent of SPONSOR. UVM agrees to the limitations on use of SPONSOR Materials. No other right or license to SPONSOR Materials is granted or implied as a result of the transfer of SPONSOR Materials to UVM. UVM will not reverse engineer or conduct any analysis of SPONSOR Materials to determine chemical structure, composition or chemical properties. UVM Investigator shall destroy any remaining SPONSOR Material(s) within thirty (30) days of termination of this Agreement according to Section 14.

**8. Publications:**  SPONSOR recognizes that UVM Investigators must have the ability to publish study findings, results or other information gained in the course of the Services in scholarly journals, student dissertations, or other professional forums not so mentioned.

In order to give the SPONSOR an opportunity to review and advise regarding loss of intellectual property rights and/or to identify any inadvertent disclosure of SPONSOR Confidential Information, UVM will submit to SPONSOR copies of any proposed publication or presentation material involving the results of the Services at least thirty (30) days in advance of the submission date for publication or planned presentation date.

SPONSOR recognizes that time is of the essence and the review of such materials shall be completed within 30-days from the receipt of the planned publication or presentation. UVM agrees to delete any identified SPONSOR Confidential Information from any such proposed publication or presentation material unless SPONSOR agrees to allow release of such information. If SPONSOR does not respond within the thirty (30) days, UVM Investigators will have the right to publish the results without further notification or obligation to SPONSOR.

At SPONSOR request, UVM will delay publication or presentation of materials submitted by up to another 30-days (or longer if mutually agreed upon) to allow for preparation and filing of a patent application which SPONSOR has the right to file or to have UVM file at SPONSOR request.

**9. Inventions and Patents**:

1. “Background Intellectual Property” means any intellectual property owned or controlled by a Party as of the Effective Date or conceived outside of the Services.
2. Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.
3. No license to the other Party under any patents is granted or implied by conveying proprietary or other Confidential Information to that Party.
4. If an invention is conceived exclusively by the employees of one Party in the performance of the Services (“Sole Invention”), title to said Sole Invention and to any patent issuing thereon shall be in the inventing Party’s name.
5. In the case of a joint invention, that is an invention made jointly by one or more employees of both Parties in the performance of the Services hereunder (“Joint Invention”), shall be owned by each Party.
6. UVM grants SPONSOR a first right to negotiate a worldwide, royalty-bearing exclusive license to UVM’s Sole Inventions or to UVM’s rights in Joint Inventions (the “Option Right”). The Option Right shall extend for 90 days from the date of disclosure to SPONSOR (the “Option Period”). If SPONSOR exercises the Option Right, UVM and SPONSOR shall negotiate in good faith a license agreement with commercially reasonable terms. If the Parties fail to execute a license within 6 months after SPONSOR’s exercise of the Option Right, UVM has no further obligation to SPONSOR for that Invention.

**10. Use of Name for Publicity:** Neither Party shall use the name or logos of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other.

**11. Compliance with Law:** The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

**12. Independent Contractor**: UVM shall be deemed to be and shall be an independent contractor and, as such, UVM shall not be entitled to any benefits applicable to employees of SPONSOR; Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

**13. Liability:** In the performance of all services hereunder, each Party to this Agreement assumes responsibility for any liabilities, damages, or claims (including attorneys' fees) payable to third parties which may arise from the actions of that Party, its employees, or agents pursuant to this Agreement, except, unless prohibited by law, to the extent that such liability, damage, or claim is caused by the negligence or willful misconduct of the other Party, its employees, or agents or breach of this Agreement.

**14. Termination**: Either Party may terminate this agreement without cause upon thirty (30) days’ prior written notice to the other.

Termination for Breach: If either Party commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days after receipt of written notice from the other Party, the Party giving notice may terminate this Agreement by written notice to the other Party, effective upon receipt.

 Termination Payments: Upon any termination of this Agreement by either Party, UVM will cease further obligation of funds for Services and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. SPONSOR will pay UVM for either (a) prorated amount based upon percent completion or (b) deliverables completed to the date of termination and (c) any non-cancellable obligations on or before the date of termination pursuant to Article 3. UVM will refund any portion of SPONSOR advance payments not obligated pursuant to (a) or (b) and (c).

**15. Dispute Resolution:** Any dispute concerning performance of the Agreement shall be decided by the appropriate administrative officials of each Party, who shall reduce any decision to writing.

**16. Force Majeure**: Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or pandemic, provided that the nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

**17. Assignment and Delegation:** Neither party may assign this Agreement nor assign any of its rights under this Agreement, except with the prior written consent of the other party.

**18. Export Control:** The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement. Sponsor shall notify UVM before providing UVM with any export controlled information or materials.

**20. Agreement Modification:** The Parties may only modify this Agreement by a written instrument signed by both Parties. A purchase order may be used for billing purposes only and may not modify the terms and conditions of this Agreement.

*Signature Page Follows*

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized representatives.

|  |  |  |
| --- | --- | --- |
| [SPONSOR NAME]Signature by: |  | University of Vermont and State Agricultural CollegeSignature by: |
| Name: |  | Name: |
| Title: |  | Title: |
| Date: |  | Date: |

UVM Principal Investigator Certification:

I acknowledge that I have read this Agreement in its entirety and will use all reasonable efforts to uphold my obligations and responsibilities under this Agreement.

Signature.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT NAME OF PRINCIPAL INVESTIGATOR]

Principal Investigator

**EXHIBIT A**

**STATEMENT OF WORK**