**THIS SAMPLE IS PROVIDED AS A MODEL AGREEMENT AND SHOULD BE PROVIDED TO THE SPONSOR**

**RESEARCH AGREEMENT**

**[Basic Science]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Sponsor**”) and the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, herein represented by Louisiana State University Health Sciences Center – New Orleans (“**University**”) enter into this Research Agreement (the “**Agreement**”) effective the first day of the Project Period defined in Paragraph 1.2 below.

**WHEREAS** the research program contemplated by this Agreement is expected to be of mutual interest and benefit to University and to Sponsor; will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution; and may derive benefits for both Sponsor and University through inventions, improvements, or discoveries that may possibly result from that research;

**THEREFORE** in consideration of the mutual obligations set forth in this Research Agreement, Sponsor and University have agreed as follows:

**ARTICLE 1 - DEFINITIONS**

* 1. **“Project”** shall mean the project described in Appendix A, under the direction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Principal Investigator.
	2. **“Project Period”** means the period from \_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_.
	3. **“Intellectual Property”** means any intellectual property, including, without limitation, any inventions, improvements and discoveries, including all computer software, works, material and data, whether or not protectable by patent, trade secret or copyright.

**ARTICLE 2 – RESEARCH WORK**

* 1. University shall use reasonable efforts to perform the Project substantially in accordance with the terms and conditions of this Agreement.
	2. In the event that the Principal Investigator becomes unable or unwilling to continue work on the Project, and a mutually acceptable substitute is not available, University and Sponsor shall each have the option to terminate the Project.

**ARTICLE 3 – REPORTS AND CONFERENCES**

* 1. University shall provide written progress reports to Sponsor. During the term of this Agreement, representatives of University and Sponsor shall discuss, at mutually convenient times, the progress and results of the Project, ongoing plans for the Project, and any proposed changes to the Project.

**ARTICLE 4 – COSTS, BILLINGS, AND OTHER SUPPORT**

* 1. In addition to any other costs related to this Project, Sponsor shall pay Institution a non-refundable Institutional Review Board Fee in the amount of TWO THOUSAND AND 00/100 DOLLARS ($2,000.00). However, if the expected revenue for the Institution is less than TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00), Sponsor shall pay Institution a non-refundable Institutional Review Board in the amount of FIVE HUNDRED AND 00/100 DOLLARS ($500.00).

[COST REIMBURSEMENT]

* 1. Sponsor shall reimburse University’s reasonable expenses incurred in carrying out the Project. Without Sponsor’s prior written consent, these expenses shall not exceed \_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_). Invoices requesting reimbursement by major cost categories shall be submitted not more often than monthly. Payments shall be made by Sponsor within 30 days of receipt of an original and 2 copies of such an invoice.

[FIXED PRICE (OPTION 1)]

1. The total amount Sponsor shall pay University under this Agreement is \_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_\_). Sponsor shall pay University $ \_\_\_\_\_\_\_\_ upon execution of this agreement. Invoices shall be submitted by University on the first of each month thereafter during the Project Period for \_\_\_\_\_\_ additional payments of $ \_\_\_\_\_\_\_\_\_ each. Payment will be made by Sponsor within 30 days of receipt of an original and two copies of such an invoice. Any unexpended funds will be retained by University.

[FIXED PRICE (OPTION 2)]

1. The total amount Sponsor shall pay University under this Agreement is \_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_\_\_\_). Sponsor shall pay University $ \_\_\_\_\_\_\_\_ upon execution of this agreement. Sponsor shall make additional payments of $\_\_\_\_\_\_\_\_\_ each on \_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_. Any unexpended funds will be retained by University.
	1. Checks shall be made payable to Louisiana State University Health Sciences Center, and shall be mailed to:

Joshua Kelly

Collections Manager

LSU Health Sciences Center – Accounting Services

433 Bolivar Street, Room 619

New Orleans, LA 70112

(504) 680-9469 phone

(504) 247-2913 blackberry

(504) 613-4686 fax

jkel14@lsuhsc.edu

* 1. [OPTION. University is authorized to incur pre-award costs up to six months prior to the Project Period. However, University shall not receive more funds than the total provided in Paragraph 4.1.]
	2. University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.
	3. If Sponsor loans any equipment or supplies to University under this Agreement, Sponsor shall bear all risk of damage or loss to the equipment or supplies, except where the damage or loss results from the willful or intentional acts of University. Sponsor shall maintain any such equipment or supplies while in University’s custody.
	4. Notwithstanding anything in this Agreement to the contrary, in the event of early termination of this Agreement under Paragraph 2.2 or Article 9, Sponsor shall pay all costs accrued by University as of the date of termination, including all non-cancelable obligations and all non-cancelable contracts; provided that this Paragraph 4.6 shall not be construed to authorize payment in excess of the total amount provided in Paragraph 4.1. [OPTION. By way of example, these non-cancelable obligations include the fellowships and postdoctoral associate appointments referred to in Appendix A. After such an early termination, any obligation of Sponsor to pay for fellowships or postdoctoral associates shall end not later than the end of University’s academic year in which the Agreement is terminated.]

**ARTICLE 5 – PUBLICITY**

* 1. Neither party may make any use of the other’s name, marks, insignia, or logos; or the name of any campus, department, center, or institute of the other party; or of the name of any employee of the other party; in news releases, advertisements, promotional materials, or otherwise, without the other party’s prior written consent for each such use, except that University may acknowledge Sponsor as the source of support for the Project without Sponsor’s prior consent. Notwithstanding the foregoing, University’s name may be used without prior approval when and as necessary for Sponsor to supply the information that Sponsor may be required to disclose in order to comply with applicable law. However, in no circumstances may Sponsor state or imply that University in any way endorses or supports a particular investment, stock purchase, product, or treatment.

**ARTICLE 6 - CONFIDENTIALITY**

* 1. “Confidential Information” shall mean information that is disclosed or submitted in writing from one party to the other party, and that is clearly marked “CONFIDENTIAL INFORMATION” in bold letters in conspicuous locations by the disclosing party. “Confidential Information” shall also include information that is initially disclosed orally -- provided that within seven (7) days of the initial oral disclosure, the disclosed information is reduced to writing by the disclosing party; and provided that the writing is clearly marked “CONFIDENTIAL INFORMATION” in bold letters in conspicuous locations; and provided that the writing thus marked is delivered to all personnel of the receiving party to whom the oral disclosure was made. Confidential Information shall be received and maintained by the receiving party in strict confidence, and shall not be disclosed to any third party. Neither party shall use the other party’s Confidential Information for any purpose other than purposes related to the performance of the Project, or purposes related to evaluating a proposed license under Article 8. The parties may disclose Confidential Information to their employees requiring access for these purposes; provided, however, that prior to making any such disclosures each such employee shall be apprized of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement. Neither party will be held financially liable for any inadvertent disclosure of the other party’s Confidential Information, but each agrees to use reasonable efforts not to disclose any Confidential Information of the other party. Should either party realize that one party has inadvertently disclosed any of the other’s Confidential Information to a third party, the parties shall promptly confer as to what course of action is appropriate under the circumstances. On written request, the party who made the inadvertent disclosure shall promptly notify the third party that an inadvertent disclosure had been made of confidential materials, and shall request the third party promptly to return all copies of the disclosed Confidential Information.
	2. Nothing contained herein will in any way restrict or impair either party’s right to use, disclose, or otherwise deal with any Confidential Information that:
		1. At the time of receipt is public knowledge, or after receipt becomes public knowledge through no act or omission of the receiving party; or
		2. Was known to the receiving party as evidenced by written records prior to the disclosure by the providing party; or
		3. Is received from a third party who did not, directly or indirectly, obtain the information or material from the providing party; or
		4. Is required to be disclosed by a court or government agency, provided that the providing party is given reasonable notice and opportunity to contest the required disclosure; or
		5. Is reasonably believed by either party to have significant implications for public health or public safety, provided in either case that the providing party is given reasonable notice and opportunity to contest the disclosure; or
		6. Is published by University in accordance with the provisions of Article 7.
	3. If any patent rights or other intellectual property rights of a party are reflected in or included in any Confidential Information that is disclosed to the other party, the receiving party shall not thereby acquire any license or other rights under those patent rights or other intellectual property rights of the disclosing party; except that University shall have a limited license under any such rights of Sponsor, this license being limited to University’s activities in performing the Project.
	4. The confidentiality obligations of this Article 6 shall survive termination of the Agreement for a period of three (3) years.

**ARTICLE 7 - PUBLICATIONS**

* 1. Sponsor recognizes that under University policy the results of the Project must be publishable, and agrees that researcher(s) engaged in the Project shall be permitted to present at symposia, international, national, or regional professional meetings and to publish in journals, theses, or dissertations, or otherwise publish through means of their choosing, methods and results of the Project; and that University shall own the copyright in such works, except to the extent that University has waived ownership of copyright in favor of the authors under University’s Bylaws and Regulations; provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party, and shall have the right to review the documents and make suggestions for appropriate changes. Upon request from the Sponsor, University agrees to delete from publication or presentation any Confidential Information owned or provided by the Sponsor. On written request form Sponsor, received by University prior to the expiration of this thirty (30) day period, University shall cause the submission to be delayed by an additional period not to exceed thirty (30) days, but shall thereafter be free to make the proposed publication or presentation.

**ARTICLE 8 – INTELLECTUAL PROPERTY**

* 1. Intellectual Property Rights:
		1. Background Intellectual Property Rights. All University, Sponsor, and third party Intellectual Property, including but not limited to inventions, patents, trademarks, copyrights, computer software, and analysis techniques and trade secrets created, conceived of, and/or first reduced to practice either prior to or outside the scope of this Agreement (hereinafter “Background Intellectual Property”) is the separate intellectual property of University, Sponsor, or third party respectively, and is not affected by this Agreement. This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in connection with this Agreement except as otherwise provided.
		2. University Intellectual Property Rights. All right, title and interest to all Intellectual Property that is made, created or conceived solely by employees or personnel of University in the course of performance of the Project, under this Agreement (hereinafter “University Intellectual Property”) shall be owned solely and exclusively by and vest entirely in University.
		3. Sponsor Intellectual Property Rights. All right, title and interest to all Intellectual Property that is made, created or conceived solely by employees or personnel of Sponsor in the course of performance of the Project, under this Agreement (hereinafter “Sponsor Intellectual Property”) shall be owned solely and exclusively by and vest entirely in Sponsor.
		4. Joint Intellectual Property Rights. All right, title and interest to all Intellectual Property that is made, created or conceived jointly by employees or personnel of University and employees or personnel of Sponsor in the course of performance of the Project, under this Agreement (hereinafter “Joint Intellectual Property”) shall be jointly owned by University and Sponsor.
		5. Whenever either party learns of the creation of any Intellectual Property developed under this Agreement, it shall promptly notify the other party in writing and provide all pertinent information for evaluation of an appropriate patent strategy.
	2. Licensing Rights of Intellectual Property:
		1. University grants to Sponsor an exclusive right to negotiate an exclusive license, subject to any existing third party rights, to any University Intellectual Property and University’s rights in any Joint Intellectual Property. Any such license shall be negotiated in good faith on fair and reasonable terms by University and Sponsor.
		2. The period of Sponsor’s exclusive right to negotiate shall commence upon disclosure of the Intellectual Property in which University has rights and terminate three (3) months after disclosure of such Intellectual Property. Sponsor shall exercise its right by written notice to University, prior to the expiration of the three (3) month term, of its desire to negotiate a license to such Intellectual Property. If Sponsor and University do not reach mutually agreeable terms in a license agreement within three (3) months of Sponsor’s written exercise of its exclusive right to negotiate, University shall be under no further obligation to license to Sponsor.
		3. In any license granted under this Agreement, University retains for itself a non-exclusive, fully-paid license, to use all licensed Intellectual Property for academic research and education purposes.
		4. Upon request, University shall grant to Sponsor a non-exclusive, royalty-free license to any University Intellectual Property developed under this Agreement for internal research and development use only.
		5. Sponsor hereby grants to University a fully paid-up, royalty-free license under Sponsor Intellectual Property first conceived or reduced to practice under this Agreement, to use such Sponsor Intellectual Property solely for its own internal academic and research purposes.

**ARTICLE 9 – TERM AND TERMINATION**

* 1. This Agreement shall become effective upon the first date specified in Paragraph 1.2, and shall continue in effect for the full duration of the Project Period unless sooner terminated in accordance with the provisions of this Article 9, or of Paragraph 2.2. The parties may, however, extend the term of this Agreement for additional periods under mutually agreeable terms if the extension is reduced to writing and executed by both parties. Either party may terminate this Agreement on thirty (30) days written notice.
	2. If either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy that default or breach within thirty (30) days after receipt of written notice of the breach from the other party, the party giving notice at its option may, in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party, and such a notice of termination shall be effective as of the date of its receipt.
	3. In the Court’s discretion, the prevailing party in any dispute arising out of the interpretation or application of any provision of this Agreement may be awarded reasonable attorney’s fees, court costs and expenses, including those associated with any appellate or enforcement proceedings.
	4. Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to termination, nor shall termination of this Agreement, however effected, release the parties from their respective rights and obligations under Articles 4, 5, 6, 7, 8, 10, 12, and 13.

**ARTICLE 10 – INDEPENDENT CONTRACTORS**

* 1. In the performance of all obligations under this Agreement:
		1. Each party shall be an independent contractor, and therefore neither party shall be entitled to any benefits applicable to employees of the other party;
		2. Neither party is authorized to act as agent for the other for any purpose; and neither party shall enter into any contract, warranty, or representation as to any matter on behalf of the other party. Neither party shall be bound by the acts or conduct of the other party.

**ARTICLE 11 – INSURANCE**

* 1. University warrants and represents that University has adequate liability insurance, such protection being applicable to University’s officers, employees, and agents while acting within the scope of their employment by University; and that University has no liability insurance policy as such that can extend protection to any other person.
	2. Each party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents of that party.

**ARTICLE 12 – OBLIGATION OF SPONSOR TO DEFEND AND INDEMNIFY CLAIMS**

* 1. Sponsor shall indemnify, defend, and hold harmless University and University’s board of supervisors, agents, students, officers, board members, employees, and anyone for whom University may be liable (collectively, “**Indemnitees**”) against any and all claims, costs, or liabilities, including incidental and consequential damages, together with attorney’s fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, caused by the actions of Sponsor or of its officers, servants, agents, or by any third party acting on behalf of or under authorization from Sponsor in the performance of this Agreement, including, but not limited to, any third-party claims against Indemnitees for Intellectual Property rights infringement and/or patent interference; or for any loss, damage, injury, or loss of life arising out of the use by Sponsor or by any third party acting on behalf of or under authorization from Sponsor, of products or processes developed or made as a result of information or materials received from University.

**ARTICLE 13 – USE OF CHEMICALS OR BIOLOGICAL MATERIALS**

* 1. If chemicals or biological materials (collectively, “**Materials**”) are supplied by Sponsor to University, then on University’s request Sponsor shall accept any unused portions of the Materials supplied by Sponsor (and, in the case of biological materials, any progeny of such Materials), including the containers in which the Materials are shipped, provided that the Materials and containers are properly labeled by University upon their return to Sponsor. Further, for each Material supplied, Sponsor shall furnish University with sufficient information to permit reasonable interpretation of the results obtained in the resulting investigations, and to identify precautions needed to help protect the health and safety of personnel using the Materials and of the public; the information thus to be supplied by Sponsor shall include all pertinent material safety data sheets.

**ARTICLE 14 – GOVERNING LAW**

* 1. This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana.

**ARTICLE 15 – DISPUTES**

* 1. Any controversy of fact or law arising out of or related to this Agreement that cannot be satisfactorily resolved by the parties shall be adjudicated only in a court of competent jurisdiction in East Baton Rouge Parish, State of Louisiana.

**ARTICLE 16 – ASSIGNMENT**

* 1. Each party represents that it is acting on its own account, and not on behalf of another private or governmental party. Neither this Agreement nor any rights under this Agreement may be assigned by either party without the prior written consent of the other party.

**ARTICLE 17 – ENTIRE AGREEMENT; MODIFICATION; PROJECT RESULTS; OTHER RESEARCH**

* 1. This Agreement constitutes the entire understanding between Sponsor and University, and supersedes any prior agreement or understanding on the same subject matter. Any modification or amendment to this Agreement shall not be effective unless and until reduced to writing and executed on behalf of both Sponsor and University.
	2. UNIVERSITY DISCLAIMS ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE RESEARCH TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT.
	3. Sponsor agrees that nothing in this Agreement shall be construed to limit the freedom of the Principal Investigator or any other University personnel from engaging in research in the same field that is covered by this Agreement. Sponsor acknowledges that the rights specified in this Agreement are subject to the rights of other sponsors in other research agreements to which University is a party.

**ARTICLE 18 – ORDER OF PRECEDENCE**

* 1. In the event of an otherwise irresolvable inconsistency, the inconsistency shall be resolved by giving precedence in the following order: **(a)** first, to the main body of this Research Agreement, **(b)** second, to the attached Statement of Work (Appendix A), and **(c)** third, to any accompanying purchase order form.

**ARTICLE 19 – SEVERABILITY**

* 1. If any part of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of that invalid part, there shall be automatically added to this Agreement a provision as similar in terms to that invalid part as may be possible, legal, valid, and enforceable.

**ARTICLE 20 – CREATE ACT**

* 1. No party shall invoke 35 U.S.C. §102(c) without the consent of the other party. In the event that a party invokes 35 U.S.C. §102(c) without such prior written consent, any patent issued arising out of such invention will be jointly owned by the parties.

**ARTICLE 21 – FORCE MAJEURE**

* 1. No party shall be liable for any failure to perform its obligations, either temporarily or permanently, in connection with any action described in this Agreement, if such failure results from any act of God, riot, acts of terrorism, war, civil unrest, flood, earthquake, or other cause beyond such party’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party’s financial condition or negligence).

**ARTICLE 22 – NOTICES**

* 1. Notices, invoices, and communications shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

**SPONSOR** (business matters): **SPONSOR** (technical merits):

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

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

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

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

**UNIVERSITY** (business matters): **UNIVERSITY** (technical matters):

Joseph M. Moerschbaecher, III, PhD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice Chancellor for Academic Affairs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LSU Health Sciences Center \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

New Orleans, LA 70112 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(504) 568-4804 (tel)

(504) 568-5588 (fax)

**With a copy to:**

Office of Research Services

Grants and Contracts Section

433 Bolivar Street

LSU Health Sciences Center

New Orleans, LA 70112

(504) 568-4970 (tel)

(504) 568-8808 (fax)

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in duplicate.

**SPONSOR UNIVERSITY**

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

[Name] Joseph M. Moerschbaecher, III, PhD

[Title] Vice Chancellor for Academic Affairs

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **PRINCIPAL INVESTIGATOR:**

 *I have read this agreement and understand*

*and accept my obligations hereunder.*

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

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_