THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

UNIVERSITY OF CALIFORNIA, RIVERSIDE

MASTER RESEARCH/SERVICES AGREEMENT NO.

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and entered into this (Day, Month & Year) (“Effective Date”) by and between (Name and Complete Address of Sponsor) (hereinafter referred to as “Sponsor”), and the Regents of the University of California on behalf of its Riverside Campus, a public, nonprofit, educational institution located at 245 University Office Building, Riverside, CA 92521-0217 (hereinafter referred to as “UCR” or “University”). The parties may be referred to individually as “Party” and collectively as the “Parties”.

WHEREAS Sponsor desires that UCR perform certain services as generally described in the scope of work attached hereto and incorporated herein as Exhibit A, and further identified in a specific task order, and UCR desires to perform such services upon and subject to the terms and conditions hereinafter set forth. The parties agree that any services Sponsor desires to be performed by UCR will be issued in a Task Order (TO) in the format identified in Exhibit B.

NOW, THEREFORE, the parties agree as follows:

1. Statement of Work. Subject to the terms and conditions of this Agreement, University will use reasonable efforts to perform the services identified in the specific TO.

2. Deliverables. A final technical report to Sponsor upon conclusion of the services performed hereunder will be the only deliverable under this Agreement unless additional deliverables are set forth in the TO.

3. Performance Period. This Agreement will be effective as of the Effective Date and will continue until the later of Month Date, Year or the completion of Services as set forth in a TO. At the end of such term, this Agreement may be renewed upon mutual written agreement of the parties.

4. Compensation. Compensation will be on a cost-reimbursable basis unless otherwise specified in the individual TO. The amount for performance of the TO will be specified in each TO. Upon execution of the TO by the Parties, Sponsor shall remit not less than one hundred (50%) of the total Funds unless specified differently in the TO. Invoices will be sent to the Sponsor at the following address:

(Please complete)

5. Payment.

Payment must be made to "The Regents of the University of California," reference the name of the Principal Investigator, and be forwarded to:  
  
University of California, Riverside  
Main Cashier's Office  
900 University Avenue

Student Services Bldg., Room 1111

Riverside, CA 92521

Wire Transfer:

Bank of America NA

100 West 33rd Street

New York, NY 10001

Routing Number ACH/EFT: 121000358

Routing Number Domestic Wires: 0260-0959-3

Depositor Account Title: University of California Riverside – UC Riverside

Depositor Account Number: 1499850107

Type of Account: Checking

Tax Payer ID: 956006142

Duns: 627797426

6. Principal Investigator. University's performance hereunder will be under the direction of \_\_\_\_\_\_\_, PhD, Principal Investigator. In the event that the Principal Investigator becomes unable or unwilling to continue work under this Agreement and an alternate Principal Investigator is not agreeable to Sponsor, Sponsor will have the option to terminate this Agreement in accordance with Article 15 hereof.

7. Rights in Data. Subject to the confidentiality obligations of Article 11 hereof, University will have the right to publish, disclose, disseminate, copyright, and use, in whole or in part, any data and information developed or received by University under this Agreement. Sponsor will have the right to publish and use any technical reports and information specified to be delivered hereunder, except as otherwise provided for under the terms of this Agreement.

8. Supplies and Equipment. In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University.

9. Intellectual Property Rights. Inventorship of inventions or discoveries first conceived and actually reduced to practice under this Agreement ("Subject Inventions") will be determined in accordance with U.S. Patent Law. All rights to Subject Inventions made solely by employees of University will belong solely to University. All rights to Subject Inventions made solely by employees of Sponsor will belong solely to Sponsor. All rights to Subject Inventions made jointly by at least one employee of University and at least one employee of Sponsor will belong jointly to University and Sponsor. Any and all joint inventions shall be fully and promptly disclosed in writing and in confidence to the other party. To the extent that Sponsor pays all direct and indirect costs of University's performance hereunder, and to the extent that the University is legally able, Sponsor will be granted a time-limited first right to negotiate an option or license under University's rights in any Subject Invention that belongs solely to University or under University’s undivided interest in any Subject Invention that belongs jointly to University and Sponsor.

University will promptly disclose to Sponsor any Subject Inventions. Sponsor will hold such disclosure on a confidential basis and will not disclose the information to any third party without consent of University. Sponsor will advise the University in writing within sixty (60) days of such disclosure to Sponsor whether or not it wishes to secure an option or commercial license ("Election Period"). Sponsor will have ninety (90) days from the date of election to conclude an option or license agreement with University ("Negotiation Period"). Said license will contain reasonable terms, will require diligent performance by Sponsor for the timely commercial development and early marketing of Subject Inventions, and include Sponsor's obligation to reimburse University's patent costs for all Subject Inventions subject to the license. In the event it is necessary in the opinion of University to file any patent applications to protect a Subject Invention during the Election or Negotiation Periods, Sponsor will reimburse patent costs incurred by University during such period. If such option or license is not concluded within the Negotiation Period, neither party will have any further obligations to the other with respect to such Subject Invention. If Sponsor does not elect to secure such option or license, rights to such Subject Invention will be disposed of in accordance with University's policies, with no further obligation to Sponsor with respect to such Subject Invention.

Nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any rights under any patents, patent applications or other proprietary interests, whether dominant or subordinate, or any other invention, discovery or improvement of either party, other than the specific rights covering Subject Inventions under this Agreement.

10. Copyright. Copyright in works, including computer software, first created or fixed in a tangible medium of expression by University in the performance of Research conducted under this Agreement will vest in University. At Sponsor's request and to the extent that University has the legal right to do so, University will grant to Sponsor a license to such works on commercially reasonable terms and conditions, including commercially reasonable royalties, as the parties mutually agree in a separate written agreement.

11. Confidentiality. During the course of this Agreement, one party (“Disclosing Party”) may provide the other party (“Receiving Party”) with certain proprietary information (“Confidential Information”), which shall be in writing and dated and marked as “Confidential,” or if first disclosed in non-written form, identified as proprietary or confidential and reduced to writing within thirty (30) days. Receiving Party will receive and hold such information in confidence and agrees to use reasonable efforts to prevent its disclosure to third parties. This obligation will continue in effect for three (3) years after expiration or termination of the Agreement.

Receiving Party will not consider information disclosed to it by Disclosing Party as confidential which: (1) is now public knowledge or subsequently becomes such through no breach of this Agreement; (2) is rightfully in Receiving Party’s possession prior to Disclosing Party’s disclosure as shown by written records; (3) is rightfully disclosed to Receiving Party by a third party; (4) is independently developed by or for Receiving Party without reliance upon Confidential Information received from Disclosing Party; or (5) is required to be disclosed by law.

12. Publication. University will have the right, at its discretion, to release information or to publish any material resulting from its performance hereunder, provided University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations), at least thirty (30) days prior to submission of publication, to allow Sponsor to identify any of Sponsor’s Confidential Information or potentially patentable inventions. If University receives written notification by Sponsor within thirty (30) days of furnishing such copy, University agrees to delete any of Sponsor's Confidential Information and/or to delay publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

13. Applicable Law. This Agreement will be governed by the laws of the State of California.

14. Notices. Whenever any notice is to be given hereunder, it will be in writing and sent to the following address:

University:

University of California, Riverside

Research and Economic Development

200 University Office Building

Riverside, CA 92521

Attention: Tammy Whetter

(951) 827-2210

tammy.whetter@ucr.edu

Sponsor:

Name:

Address:

Attention:

Phone:

Email:

15. Termination. Either University or Sponsor may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, University will cease further obligation of project funds and will take all reasonable steps to cancel and otherwise minimize termination costs. Sponsor will pay University actual direct and indirect costs and non-cancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total Funds advanced, the balance will be returned to Sponsor.

16. Publicity. Neither party will use the name, trade name, trademark or other designation of the other party in connection with any products, promotion, advertising, press release, or publicity without the prior written permission of the other party.

17. Indemnification. University will indemnify, defend and hold harmless Sponsor, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its trustees, officers, agents or employees. Sponsor will indemnify, defend and hold harmless University, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its directors, officers, agents or employees.

18. Excusable Delays. University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

19. Assignment. Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates. Such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

20. Independent Contractor Status. The Sponsor and the University agree that the University and its employees are independent contractors and not employees of Sponsor. In accordance with such status, University covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of Sponsor by reason hereof, and that they will not by reason hereof, make any claims, demands or applications to or for any privilege applicable to an employee of the Sponsor.

21. Amendments. This Agreement with its attachments embodies the entire understanding of the parties, and there are no other agreements or understandings between the parties relating to the subject matter. This Agreement may be modified or amended only by written agreement signed by both parties.

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

SPONSOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract & Grant Officer

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

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

SAMPLE TASK FORMAT

Task Order number\_\_\_\_\_\_\_\_\_\_(format will be consistent with the applicable proposal issued by UCR to Sponsor.

Title of Task\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work to be performed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deliverable \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Price \_\_\_\_\_\_\_\_\_\_\_

Payment schedule\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Performance Period/Schedule of Deliveries\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Task Order shall be performed in accordance with the Master Agreement dated\_\_\_\_\_ between UCR and Sponsor except for the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPONSOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS RIVERSIDE CAMPUS

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contract & Grant Officer

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