**SPONSORED RESEARCH AGREEMENT TEMPLATE**

This Research Agreement is by and between the Ohio University, a non-profit corporation organized under the laws of the State of Ohio, with offices at 105 Research and Technology Center, Athens, Ohio 45701, (hereinafter referred to as “OHIO”), and (hereinafter referred to as “SPONSOR”).

WHEREAS, OHIO is a multi-campus public institution serving the southeastern portion of the State of Ohio through teaching, research and creative activity, and service;

WHEREAS, OHIO is organized and operates exclusively for the benefit of, to perform the functions of, or to carry out the purposes of the university, including but not limited to promoting, encouraging and aiding scientific research and investigation at the university and transferring and licensing its technology;

WHEREAS, OHIO has the capacity to receive, hold, disburse and account for funds in connection with research and related intellectual property developed by the university;

Whereas, SPONSOR is also interested in that research and wishes to encourage and assist in supporting certain aspects of the research;

Whereas, OHIO and SPONSOR wish to combine their mutual interest in this research;

Therefore, OHIO and SPONSOR agree to the terms stated below.

1. **DEFINITIONS**
	1. "Affiliate" shall mean any entity that controls SPONSOR, is controlled by SPONSOR, or is controlled by the same entity which controls SPONSOR. For this purpose, control shall mean direct or indirect ownership of fifty percent (50%) or greater, or the maximum percentage allowed by law, of the voting or equity interest of the controlled entity.
	2. "Confidential Information" as used in this Agreement shall mean written or tangible information disclosed by either Party, Affiliates, or a third party working on behalf of either Party or Affiliates and marked with an appropriate legend such as “Confidential”. Confidential Information shall also include information that is known or reasonably should have been known by the Party receiving the information to be confidential. Confidential Information as used in this Agreement does not include any information which (a) is publicly available at the time of disclosure, (b) becomes publicly available after disclosure through no fault of the receiving Party, (c) is in the receiving Party’s possession prior to disclosure, as demonstrated by competent evidence, (d) is rightfully acquired by the receiving Party after disclosure by a third party who was lawfully in possession of the Confidential Information and was under no obligation to the disclosing Party to maintain its confidentiality, (e) is independently developed by the receiving Party without access or reference to the Confidential Information of the disclosing Party, or (f) is required by law (including Ohio public records laws), regulation and/or court order to be disclosed, provided that the receiving Party first provides the other Party with reasonable advance written notice of such required disclosure.
	3. "Joint Project Inventions" shall mean Project Inventions first conceived and first reduced to practice by OHIO Researchers jointly with employees, independent contractors, or other third parties working for or on behalf of SPONSOR or Affiliates.
	4. "OHIO Project Inventions" shall mean all Subject Inventions first conceived and first reduced to practice only by one or more OHIO Researchers.
	5. "Party" or “Parties” shall mean SPONSOR or OHIO, in singular or plural usage, as required by context.
	6. "Practice" shall mean: (i) making, having made, using, selling, offering for sale and/or importing, and (ii) sublicensing the right to carry out the activities listed in the foregoing (i).
	7. "Principal Investigator" shall mean the OHIO principal investigator under which the Research Project shall be conducted.
	8. "Research Project" or “Project” shall mean the research funded by SPONSOR under this Agreement that is specified in Exhibit A, the Statement of Work (“SOW”), and whose special terms and conditions are incorporated herein.
	9. “Researcher or Researchers” shall mean OHIO faculty members, staff employees and students who work on the Research Project funded by SPONSOR under this Agreement.
	10. “Research Results” shall mean all data collected, general methodology, laboratory notes and any results that are generated by OHIO Researchers during and within the scope of the Research Project. Notwithstanding anything herein to the contrary, the term “Research Results” does not include any Confidential Information or OHIO Project Inventions.
	11. "SPONSOR Project Inventions" shall mean all Project Inventions first conceived and first reduced to practice only by one or more employees, independent contractors, or other third parties working for or on behalf of SPONSOR or Affiliates.
	12. "Subcontractor" shall mean any third party to whom OHIO assigns part of the performance of any services pursuant to a Research Project.
	13. "Project Invention(s)" shall mean any patentable invention that is first conceived and first reduced to practice during and within the scope of the Research Project specified in the SOW. Conception and reduction to practice of a Project Invention shall be determined in accordance with United States patent and copyright law and the corresponding common law of the United States of America.
2. **SCOPE OF WORK**

The Scope of Work (PROJECT) shall be as described in the research proposal entitled and incorporated into this Agreement as Attachment A.

1. **PROJECT PERIOD**

The Agreement will be effective for a period of XX (months/years) commencing \_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_. This period may be amended by mutual written agreement by authorized representatives of OHIO and SPONSOR.

1. **INDEPENDENT AGENT**

As an **independent agent**, OHIO will apply **reasonable efforts** to complete the research described in the Scope of Work statement (Attachment A).

1. **KEY PERSONNEL**

The PROJECT director is (INSERT NAME) who may select and supervise other project staff as needed. No other person will be substituted for the project director except with SPONSOR's approval. SPONSOR may exercise Termination provision of this Agreement if a satisfactory substitute is not identified.

1. **DIRECTION OF RESEARCH**

Direction of the research will rest with OHIO. It is agreed, however, that OHIO, through the PROJECT director, will maintain continuing communication with a designated liaison for the SPONSOR. The frequency and nature of these communications will be mutually defined by OHIO's PROJECT director and SPONSOR's liaison person.

1. **FUNDING AND PAYMENT**

SPONSOR will provide funding in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_US ($\_\_\_\_\_\_\_\_ USD) during the Project Period. OHIO shall use the budget detail expressed in Attachment A. as a guide for expenditures. OHIO shall have flexibility of up to 20% per budget category should research events dictate adjustment. Adjustments exceeding 20% will be approved in advance, in writing by SPONSOR.

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| --- | --- |
| Checks from COMPANY should be mailed to: Ohio University Office of the Bursar PO Box 960 Athens, Ohio 45701 | For electronic payment: Institution: Ohio University Bank Name: JP Morgan / Chase Bank Branch: 2 South Court Street Athens, OH 45701 Routing Number: **within US** 044000037 **outside US** 021000021 Account Number: 480343099 Foreign Swift Code: CHASUS33 |

Invoicing Instructions: Please add invoicing instructions

1. **OWNERSHIP AND PRESERVATION OF RIGHTS**
	1. Except for (i) OHIO’s right to control publication of the Research Results and (ii) OHIO Project Inventions, SPONSOR shall have the non-exclusive right to use the Research Results for any purpose worldwide, except that SPONSOR shall not publicly disclose Research Results when such public disclosure may affect patentability of OHIO Project Inventions without first consulting OHIO.
	2. OHIO shall own all OHIO Project Inventions, SPONSOR shall own all SPONSOR Project Inventions, and OHIO and SPONSOR shall jointly own all Joint Project Inventions. SPONSOR and its Affiliates will not Practice any OHIO Project Invention on which a patent application is pending or issued without first securing a license or assignment from OHIO as set forth in Article 9, below. It is recognized and understood that any inventions, discoveries and intellectual property rights of OHIO or SPONSOR that either exist as of the Effective Date or are created or developed outside of the scope of or not during a Research Project are the separate property of OHIO or SPONSOR, respectively, and are not affected by this Agreement, and none of the Parties shall have any claims or rights in such separate inventions, discoveries and intellectual property of the other Party.
	3. OHIO shall promptly disclose to SPONSOR in writing any OHIO Project Invention or Joint Project Invention of which OHIO becomes aware.
	4. Should SPONSOR elect rights under Section 9.2 or Section 9.3 below, OHIO shall have sole control of the preparation, filing, prosecution, and maintenance of all rights in OHIO Project Inventions. Should SPONSOR further notify OHIO that it desires to file a patent application on a Joint Project Invention within thirty days following notice of such Joint Project Invention, then SPONSOR shall assume the sole and exclusive right to control the preparation, filing and prosecution of such patent applications and SPONSOR shall diligently pursue filing of the patent application at SPONSOR’s sole expense in the name of both OHIO and SPONSOR. OHIO shall be provided an opportunity to review and comment on patent applications claiming Joint Project Inventions prior to filing to the extent practicable under the circumstances and OHIO and SPONSOR will cooperate to preserve any attorney-client privileges recognized under applicable law in protection of their joint community of interest.
	5. SPONSOR shall have the sole and exclusive right to control the preparation, filing and prosecution of all patent applications solely claiming SPONSOR Project Inventions at SPONSOR’s sole expense.
	6. Should SPONSOR elect rights under Section 9.4 below and pays the Upfront Technology Access Fee, SPONSOR, in consultation with OHIO (as described below), shall have the exclusive right to control the preparation, filing, and prosecution of each patent application that claims an assigned OHIO Project Invention or a Joint Project Invention, at SPONSOR’s sole expense. OHIO shall be provided an opportunity to review and comment on patent applications claiming assigned OHIO Project Inventions and Joint Project Inventions prior to filing to the extent practicable under the circumstances and OHIO and SPONSOR will cooperate to preserve any attorney-client privileges recognized under applicable law in protection of their joint community of interest.
	7. If SPONSOR elects not to prepare, file and prosecute a patent application claiming a Joint Project Invention under Sections 8.4 or 8.6 above, or in the event that SPONSOR wishes to abandon a patent application or a patent on a Joint Project Invention, then SPONSOR shall assign all rights in such Joint Project Invention and patent or patent application to OHIO and OHIO shall assume any patent prosecution costs that it decides to pay from that point on.
	8. Each Party agrees to cooperate with the other Party, to execute all lawful papers and instruments, and to make all lawful oaths and declarations as may be necessary in the preparation, filing, prosecution, maintenance and enforcement of each patent application or patent specific to a Project Invention.
	9. In the case of a patent that is specific to a Joint Project Invention and for which SPONSOR has not received an exclusive license or an assignment, or, where SPONSOR has assigned its rights to such Joint Project Invention to OHIO, each party shall retain full rights under U.S. law as joint owners regardless of whether that party pays any patent costs. For clarity, such full rights include the right to: (a) Practice the Joint Project Inventions, (b) license to third parties to Practice the joint owner’s rights in Joint Project Inventions under the patent in question, and (c) to enforce the patent to the maximum extent permitted by the applicable law.
	10. Nothing in this Article 8 shall be interpreted in a manner contrary to the publication provisions of Article 12 herein.
2. **INTELLECTUAL PROPERTY RIGHTS**
	1. With respect to patent rights claiming OHIO Project Inventions and Joint Project Inventions, SPONSOR shall select one and only one of the following:

(A) a royalty free non-exclusive license and an option to negotiate an exclusive license as more fully described in Section 9.2 below;

(B) an exclusive, initially royalty-free license with an Upfront Technology Access Fee as more fully described in Section 9.3 below; or

(C) an assignment of rights with an Upfront Technology Access Fee as more fully described in Section 9.4 below,

by checking (including the date and initials of SPONSOR’s authorized official) one of the following boxes:

NERF and an option to negotiate an exclusive license (Section 9.2);

Pre-defined terms exclusive license with an Upfront Technology Access Fee (Section 9.3); or

Assignment of rights with an Upfront Technology Access Fee (Section 9.4).

* 1. SPONSOR shall be granted, under a separate agreement, a royalty-free, non-transferrable, non-exclusive license, without the right to sub-license, to Practice such OHIO Project Inventions created solely by OHIO in a mutually agreeable field(s) of use. Said non-exclusive license shall include, without limitation, commercially reasonable terms and conditions related to patent cost reimbursement, liability and warranty, as well as other standard terms and conditions. In addition, SPONSOR is hereby granted an Option (Option 1) to negotiate a royalty bearing exclusive license, with the right to sub-license, in a mutually agreeable field(s) of Practice such OHIO Project Inventions, to be negotiated in good faith and on commercially reasonable terms. Option 1 shall expire one hundred and twenty (120) days from the completion or termination of the Project. The SPONSOR will notify OHIO in writing that SPONSOR wishes to exercise Option 1 to negotiate an exclusive license. The parties must conclude their license negotiations and execute a license agreement within one hundred and twenty (120) days from the date SPONSOR notifies OHIO that it wishes to enter into a license, or Option 1 will terminate without an acceptable license agreement to execute. This negotiation period may be extended by mutual written agreement.
	2. In the event that SPONSOR exercises Option 1 and negotiates an exclusive license to the OHIO Project Inventions, SPONSOR is also granted an option (Option 2) to negotiate an exclusive royalty-bearing license, in the mutually agreeable field(s) of use, to OHIO’s undivided interest in all Joint Project Inventions made in the course of work resulting from the Project. Said licenses shall include, without limitation, commercially reasonable terms and conditions related to diligence, royalties, patent cost reimbursement, liability and warranty, as well as other standard terms and conditions. Option 2 shall expire one hundred and twenty (120) days from the completion or termination of the PROJECT. The SPONSOR will notify OHIO in writing that SPONSOR wishes to exercise Option 2 to negotiate a license to OHIO’s undivided interest in Joint Project Inventions. The parties must conclude their license negotiations and execute a license agreement within one hundred and twenty (120) days from the date SPONSOR notifies OHIO that it wishes to enter into a license, or Option 2 will terminate without an acceptable license agreement to execute. This negotiation period may be extended by mutual written agreement.
	3. Upon SPONSOR’s payment of an Upfront Technology Access Fee of either: (1) 10% of the Research Project budget; or (2) a base fee of $15,000, whichever is greater, and upon execution of this Agreement, SPONSOR is entitled to a worldwide, exclusive, sublicensable license, in mutually agreeable field(s) of use to OHIO’s rights in patent rights claiming OHIO Project Inventions. SPONSOR agrees to pay patent application and maintenance costs on such patent rights claiming OHIO Project Inventions on a pro rata basis with any additional non-exclusive licensees of such rights. A 1% royalty of net sales is applied after SPONSOR achieves $20 million in cumulative sales of products and/or services that utilize or incorporate the licensed OHIO Project Inventions.
	4. Assignment of OHIO’s rights in OHIO Project Inventions and Joint Project Inventions to SPONSOR upon SPONSOR’s payment of an Upfront Technology Access Fee of either: (1) 75% of the Research Project budget; or (2) a base fee of $25,000, whichever is greater, upon execution of this Agreement.
	5. Should the Parties agree to increase the Research Project budget following initiation of the Project, then the Upfront Technology Access Fee described in Section 9.3 or 9.4 above shall be recalculated using the amount of the revised, total Research Project budget. Any difference between the recalculated fee and the Upfront Technology Access Fee already paid-for by SPONSOR shall be payable to OHIO upon execution of the Change Order for the revised Project budget. The Parties further agree that the actual assignment of OHIO’s rights in OHIO Project Inventions and Joint Project Inventions provided for in Section 9.4 above shall be contingent upon and occur following such time that SPONSOR’s total financial obligation to OHIO for the Research Project is paid-in-full.
	6. OHIO will invoice SPONSOR for the fees listed in Sections 9.3 and 9.4 and the recalculated fees described in Section 9.5 above. SPONSOR shall pay OHIO within thirty (30) days following receipt of such invoices. If SPONSOR fails to pay any fees due to OHIO within ninety (90) days following receipt of such invoice, then the election of the license or assignment by SPONSOR under Sections 9.3 or Section 9.4 shall be of no effect and all rights of SPONSOR in OHIO Project Inventions and Joint Project Inventions shall thereafter be governed by Section 9.2. The address for invoices to SPONSOR under this Section 9.6 will be the same as identified in Section 7.
	7. Regardless of the right selected by SPONSOR in Sections 9.1-9.4, OHIO retains rights to use Research Results and OHIO Project Inventions and Joint Project Inventions for research, teaching and educational purposes.
	8. In the event SPONSOR is in breach of its payment obligations under this Agreement or is otherwise in material breach of its obligations under this Agreement, no rights described in Article 8 and Article 9 shall accrue to SPONSOR unless SPONSOR cures any such breach before the expiration or termination of the Project.
1. **DISCLAIMER OF WARRANTIES**

All information received from or technology developed with OHIO is experimental in nature and OHIO makes no express or implied warranties or representations with respect to its utility, safety, merchantability, or fitness for a particular purpose. All warranties express or implied arising out of or in connection with furnishing, performance, or use of any OHIO technology are hereby disclaimed.

1. **CONFIDENTIALITY**
	1. Confidential Information of the disclosing Party shall be maintained by the receiving Party in strict confidence. The Parties shall not disclose the other Party’s Confidential Information to any third party, except as set forth in this Agreement. Each Party shall not use the other Party’s Confidential Information for any purpose other than those purposes specified in this Agreement. Furthermore, each Party expressly wishes to receive only that Confidential Information of the other which is necessary for accomplishing the purposes of this Agreement, and each Party will take reasonable steps to limit its disclosure of Confidential Information only to that which is deemed necessary.
	2. OHIO may disclose SPONSOR’s Confidential Information to Researchers and Subcontractors requiring access thereto for the sole purpose of this Agreement or a Research Project, provided that prior to making any such disclosures, each such Researcher and Subcontractor shall be apprised of the duty and obligation to (a) maintain Confidential Information in confidence and (b) not use such information for any purpose other than in accordance with the terms and conditions of this Agreement.
	3. SPONSOR may disclose OHIO’s Confidential Information to those having a need to know and who are needed to accomplish the purpose of the Research Project, however, prior to making any such disclosures, SPONSOR will apprise such of its employees of the duty and obligation to (a) maintain Confidential Information in confidence and (b) not use such information for any purpose other than in accordance with the terms and conditions of this Agreement.
	4. The Parties agree that the obligations of confidentiality and non-use imposed on them under this Agreement shall survive and continue for three (3) years following: (i) disclosure of Confidential Information in association with a particular Research Project, or the conclusion or other termination of such particular Research Project, or (ii) the earliest disclosure of Confidential Information not associated with a particular Research Project but shared to support general business discussions with the other Party.
2. **PUBLICATION**

The Research Results of the Research Project shall be publishable, and Researchers engaged in the Research Project shall be permitted to present anywhere, including at symposia, or other national or regional professional meetings, and to publish in journals, theses or dissertations unless specifically agreed to otherwise by the Parties in the SOW. Company agrees that any publication restriction shall invalidate OHIO’s fundamental research exemption under 15 CFR 734 and 22 CFR 120.11 and, as a result, shall require additional compliance review and may require a formal technology control plan (“TCP”), or export license for the Research Project. As a result, the SOW shall include any special terms, conditions and costs necessary for any such required compliance review, TCP or export license.

SPONSOR shall be provided copies of any proposed publication or presentation at least thirty (30) days in advance of such proposed publication or presentation (such thirty (30) days hereinafter, “Publication Review Period”) to object to such proposed presentation or proposed publication on the grounds that (a) it contains SPONSOR Confidential Information, or (b) it contains an OHIO Project Invention or a Joint Project Invention for which SPONSOR wishes to seek patent protection. SPONSOR Confidential Information shall be deleted from any proposed publication or presentation as a matter of right to SPONSOR, but, subject to postponing publication for purposes of patent filing as described in this Article 12, such right does not limit the aforementioned right of Researchers to freely publish the Research Results and other information (except for SPONSOR Confidential Information), including but not limited to OHIO Project Invention(s) or Joint Project Invention(s). If, during the Publication Review Period, SPONSOR objects to the proposed publication or presentation on the grounds that it contains OHIO Project Invention(s) or Joint Project Invention(s) for which SPONSOR wishes to seek patent or other protection, OHIO shall postpone public disclosure by up to sixty (60) days following the end of the Publication Review Period. It is not the purpose or desired effect of this provision to delay the normal academic progress of a graduate student of OHIO with respect to preparation and submission of a graduate thesis or dissertation. In the event that the graduation of a graduate student could, in OHIO’s reasonable opinion, be delayed as a result of adherence to the provisions of this paragraph, OHIO shall provide notice of its concern to SPONSOR and the Parties will discuss in good faith, with recognition that time is of the essence, a mutually acceptable plan for maintaining the student’s graduation schedule while avoiding any loss or forfeiture of intellectual property rights due to publication or non-confidential disclosure of the Results.

1. **INSURANCE AND LIABILITY**
	1. Insurance. OHIO shall carry such workers' compensation, employer's liability, comprehensive general liability, and other insurance sufficient in amount to cover the performance of its obligations hereunder. Upon reasonable request of SPONSOR, OHIO shall furnish SPONSOR with a certificate or certificates of insurance evidencing that appropriate insurance coverages are in full force and effect.
	2. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, OR OTHER INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF THE OTHER PARTY.
2. **USE OF NAMES**

OHIO and SPONSOR each agree that they will not use the name, trademark, or other identifier of the other for any advertising, promotion, or other commercially related purpose except with advance written approval. Notwithstanding the forgoing the parties may satisfy any reporting requirements of their respective organizations.

1. **FORCE MAJEURE**

Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

1. **GOVERNMENT COMPLIANCE**

SPONSOR and OHIO agree to comply with all federal, state and local laws, Executive Orders, rules, regulations and ordinances which may be applicable to such party’s performance of its obligations under this Agreement.

1. **NO IMPLIED WAIVER**

The failure of either party at any time to require performance of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision constitute a waiver of any succeeding breach of the same or any other provision.

1. **RELATIONSHIP OF PARTIES**

OHIO and SPONSOR are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

1. **SEVERABILITY**

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this agreement shall remain in full force and effect.

1. **ASSIGNMENT**

Unless otherwise indicated elsewhere in this Agreement, neither party to this Agreement may assign nor transfer any rights or obligations arising from this Agreement without the prior written consent of the other party.

1. **NOTICES**

Unless otherwise indicated elsewhere in this Agreement, all notices and communications in connection with this Agreement will be addressed to the following:

|  |  |
| --- | --- |
| **Ohio University**Name: Nate Wallace Title: Sponsored Programs Manager Address: 1 Ohio University 105 Research and Technology Center Attn: (UT)  Athens, Ohio 45701Email: wallacn1@ohio.edu  (740)593-9986 | **Sponsor**Name: Title: Address:  Email:  |
|  (740)593-0379 (fax) |   |

1. **TERMINATION**

Either OHIO or SPONSOR may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, OHIO will cease further obligation of project funds and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. SPONSOR will be obligated to pay actual costs and firm commitments (non-cancelable obligations) through the date of termination.

1. **MODIFICATIONS**

Any modification, alteration or amendment to this Agreement must be in writing and signed by both Parties hereto.

1. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Ohio. Any legal action involving this Agreement will be adjudicated in the State of Ohio, without regard to its conflict of laws doctrine.

1. **OPEN TRADE**

ORC 9.76 (B) Pursuant to R.C 9.76 (B) SPONSOR (if a for-profit company) warrants that SPONSOR is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

1. **ETHICS LAW**

In accordance with Executive Order 2011-03K, SPONSOR, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, including, without limitation, Ohio Revised Code 102.01 et seq., 2921.01, 2921.42, 2921.421 and 2921.43, and 3517.13 (I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time.

1. **EXPORT CONTROL**

SPONSOR shall not disclose or provide to OHIO or any Researcher or agent of OHIO, any items, materials, software, technology, or information subject to the licensing provisions of International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, and Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without limitation, without the prior written notice to and advance approval by the OHIO Export Control Officer. Upon request, SPONSOR agrees to provide OHIO with the U.S. Munitions List (“USML”) designation or Export Control Classification Number (“ECCN”) of any items, materials, software, technology, or information provided by SPONSOR to OHIO or a signed certification that all provided items, materials, software, technology, or information are not ITAR-controlled and are classifiable as EAR99. Sponsor agrees to assist OHIO in making any export control determinations OHIO deems necessary.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the SPONSOR and the OHIO, and any previous discussion, negotiations, agreements or the like are superseded by this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by persons thereunto duly authorized and their official seals (if applicable) to be affixed hereto, the day and year set forth below:

# Ohio University Sponsor

Name: P. Maureen Valentine, MPA Name:

Title: Asst. VP for Research Title:

Date: Date:

# ATTACHMENT A

# STATEMENT OF WORK

1. **Title of Research Project:**
2. **Specific Work to be Performed:**
3. **Principal Investigator/Researchers:**
4. **Period of Performance:**
5. **Research Project Schedule:**
6. **Payment Schedule:**
7. **Project Budget:**
8. **Terms of Payment:**
9. **Proposed Exchanges of Personnel (if any):**
10. **Research Project Reports and Other Deliverables:**
11. **Special Terms and Conditions including publication restrictions and costs necessary for required compliance reviews, TCPs or export licenses:**
12. **Contacts (Administrative, PI, Billing, etc.):**