

**MEMORANDUM OF AGREEMENT
FOR RESEARCH SERVICES**

THIS AGREEMENT, effective _____ day of _____, _____ by and between The University of Georgia (hereinafter referred to as "University") and _____ hereinafter referred to as "Sponsor")

WITNESSETH:

WHEREAS, University has developed a research and analysis expertise and related technologies, equipment, or facilities (hereinafter referred to as Research Services), in the area of _____ which research Services it intends to utilize in fulfillment of its role as a Land Grant University by providing special Research Services to its various constituencies, including private companies, for the benefit of the Commonwealth; and

WHEREAS, Sponsor desires specialized assistance requiring these Research Services; and

WHEREAS, such Research Services are currently available on a limited basis from the University at the _____, (hereinafter referred to as "Unit"); and

WHEREAS, Research Services contemplated by this Agreement are of mutual interest and benefit to University and Sponsor, will further the instructional, research, and public service missions of the University, and may derive benefits for both Sponsor and University through the advancement of knowledge;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and with intent to be legally bound, the parties hereto agree to the following:

Article 1 – Research Services

University shall commence the performance of the project described in Exhibit A, hereof, which is attached hereto and incorporated herein.

Article 2 – Program Administration and Period

This agreement shall be administered by _____ (Principle Investigator) of the Unit in accordance with the policies and procedures of the Unit and The University of Georgia. It shall commence upon _____ and terminate on _____. It may be renewed for additional periods upon the mutual consent of the parties.

Article 3 – Funds

Total Cost to Sponsor shall not exceed _____ dollars (\$_____). Payment shall be made in accordance with the Schedule identified in Exhibit B. Payment shall be made by Sponsor within thirty (30) days of receipt of invoice.

Article 4 – Reports and Publications

The University shall provide Sponsor with a written report regarding the data obtained in the course of said Research Services, to the extent required in Exhibit A. Said report shall be maintained as confidential pursuant to Article 5 of this Agreement. Sponsor recognizes that the results of Research Services which do not disclose Confidential Information provided hereunder may be deemed publishable by University, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement.

Article 5 – Confidentiality

University hereby agrees to use the same degree of care it uses to protect its own confidential information to: 1) maintain for a period of five (5) years the confidential information obtained from the Sponsor pursuant to this agreement, which is clearly marked “Confidential” and sent to the Principal Investigator referred to above; and 2) maintain as confidential any data and interpretation of said confidential information arising out of said Research Services until Sponsor has had the opportunity to review same. Publications will be limited to new scientific information regarding the Research Services performed, and University will use reasonable efforts not to disclose proprietary processes or methods of Sponsor, or the nature or composition of materials provided by Sponsor. University will provide Sponsor with thirty (30) days to review any manuscripts or proposed publications arising out of Research Services. University’s obligations hereunder do not apply to information in the public domain, or independently known or obtained by University.

Article 6 – Intellectual Property

All inventions arising out of Research Services will be promptly disclosed to Sponsor. University shall not obtain or attempt to obtain patent coverage on Sponsor-provided materials or information, without the express written consent of Sponsor. All inventions, patent applications, or patents made during Research Services which name as an inventor at least one employee of The University of Georgia shall be owned as follows:

- a) Inventions which involve the use of, composition of, or improvement to Sponsor-provided materials or information, or a derivative, analogue thereof shall belong to Sponsor; and
- b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Sponsor’s proprietary materials or does not derive from Sponsor-provided materials or information shall be owned by University. Sponsor shall be given an option to negotiate a license thereto.

Article 7 – Publicity

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

Article 8 - Termination

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All costs and expenses reasonably incurred by University at the time of said termination shall be reimbursed by Sponsor. At the request of the Sponsor, all unused Sponsor-provided materials at the time of termination shall either be destroyed by University or returned to Sponsor.

Article 9 – University Status

In the performance of all Research Services, hereunder, University shall be deemed to be and shall be an independent contractor.

Article 10 – Warranties and Indemnity

University in no way guarantees the Research Services performed pursuant to this Agreement and makes no warranties, express or implied, regarding the quality of product produced under this Agreement. Sponsor agrees to indemnify and hold harmless University against any claims arising out of Sponsor's commercial sale or distribution of products or processes developed under this Agreement, or its reliance upon the reports set forth in Article 4.

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

By An Authorized Official of University

By An Authorized Official of Sponsor

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Name: Dr. Harry W. Dickerson
Title: Associate Dean for Research & Graduate Affairs
Date: _____