# Research Services Agreement

# Between

[INSERT SPONSOR NAME]

# and the

#  University of Florida Board of Trustees

**THIS AGREEMENT** (“Agreement”) is made by and between the University of Florida Board of Trustees, a public body public corporate of the state of Florida, (hereafter referred to as "UF"), whose address is UF Division of Sponsored Programs, 207 Grinter Hall, Box 115500, Gainesville, FL  32611-5500 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 UF, upon the terms and conditions hereinafter set forth;

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

**1. Scope of Service to be Performed**: UF agrees to undertake and conduct the work entitled;
“[INSERT TITLE],” for SPONSOR as outlined in **Exhibit A (“Services”).**

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

Services involving vertebrate animals and/or human subjects may not be conducted until IACUC and/or IRB approvals have been obtained.

**3. Funding and Payment:** SPONSOR shall fund UF a maximum amount of $ [INSERT TOTAL AMOUNT] for the Project. This Agreement is payable on a fixed price basis. SPONSOR shall pay UF in accordance with the following schedule after receipt of UF invoice:

Lump sum payments: $\_\_\_\_\_, U.S. Dollars upon signing and $\_\_\_\_, every \_\_\_\_\_ thereafter. [INSERT PAYMENT SCHEDULE]

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

University of Florida

Accounts Receivable Manager

Office of Contracts and Grants – Accounting Services

33 Tigert Hall

PO Box 113001

Gainesville, FL 32611-3001

Sponsor shall pay interest at the lesser of 1.5% above the prime interest rate and the maximum amount allowed by law for failure to make payments when due. The prime interest rate is calculated as published in Wall Street Journal on the first business day of default. Sponsor shall pay University for collection fees and legal fees that it incurs to collect outstanding balances.

**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 UF Investigator is essential to the work being performed and no change will be made to the UF Investigator without SPONSOR written approval.

 **Investigators:**

For UF: [INSERT PI NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

 For SPONSOR: [NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

 **Administrative:**

For UF: UF Division of Sponsored Programs

207 Grinter Hall

 PO Box 115500

 Gainesville, FL 32611-5500

 (352) 392-1582 ufawards@ufl.edu

For SPONSOR: [NAME & TITLE]

 [ADDRESS]

 [ADDRESS]

 [ADDRESS]

 [PHONE] [EMAIL]

**5. Reporting Requirements:** In addition to performing the Services as described by Article 1,UF 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:** Any confidential or proprietary information provided by one Party to the other in connection with this Agreement (“Confidential Information”, as further defined below) 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”. Confidential Information shall mean: (a) if the Confidential Information is in written form when disclosed, the Disclosing Party must indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification on the writing delivered to the Receiving Party, and (b) if the Confidential Information is disclosed orally or visually, the Disclosing Party must, within 30 days after disclosure to the Receiving Party, deliver to the Receiving Party a writing containing an adequate description of the oral or visual information which shall indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification.

 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 adjust numbering.] SPONSOR Materials:** SPONSOR agrees to permit UF 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 UF’s institutional facilities only, and only under the direction of UF Investigator(s), and not for any other purposes whatsoever, without the prior written consent of SPONSOR. UF agrees not to transfer SPONSOR Materials to anyone who is not employed at UF’s facilities without the prior written consent of SPONSOR. UF 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 UF. UF will not reverse engineer or conduct any analysis of SPONSOR Materials to determine chemical structure, composition or chemical properties. UF 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 UF 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, UF 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 timing 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. UF agrees to delete SPONSOR’s Confidential Information from any such proposed publication or presentation material unless SPONSOR agrees to allow its release. If SPONSOR does not respond within the thirty (30) days, UF Investigators will have the right to publish the results without further notification or obligation to SPONSOR.

At the request of the SPONSOR, UF 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 UF file at SPONSOR’s 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 hereto in the performance of the Services (“Joint Invention”), each Party shall have an equal, undivided interest in and to such Joint Invention(s).
6. UF grants SPONSOR a first right to negotiate a worldwide, royalty-bearing exclusive license to UF’s Sole Inventions or to UF’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, UF 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, UF has no further obligation to SPONSOR for that Invention.

**10. Use of Name for Publicity:** Neither Party shall use the name of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other. Notwithstanding any other provision of this Agreement, both parties acknowledge that under Section 1004.22, Florida Statutes, UF shall be free to release the title and short description of the Services, the name of the UF Investigator, and the amount and source of funding provided for the Services, without prior approval of SPONSOR.

**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**: UF shall be deemed to be and shall be an independent contractor and, as such, UF 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. Insurance:** In the performance of all services hereunder:

1. UF warrants and represents that UF has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by UF, and UF has no liability insurance policy as such that can extend protection to any other person.
2. Each Party hereby 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 thereof to the extent permitted by Section 768.28, Florida Statutes.

**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.

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

**15. Dispute Resolution:**  B. The parties shall attempt to cooperatively resolve any and all disputes and/or claims that arise under this Agreement by first engaging the highest appropriate administrative officials of each Party who shall negotiate in good faith to seek a cooperative resolution. In event that any disputes or claims arising from this Agreement cannot be resolved as provided for above, the parties hereby agree to first participate in good faith in non-binding mediation in an attempt to resolve and settle all disputes.

**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 riot, 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. Miscellaneous:** This Agreement (a) may not be assigned or transferred by either Party without the other Party’s prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

**18. Export Control:** SPONSOR shall notify UF in writing before providing UF any export controlled information or materials. SPONSOR shall include, if known, the Export Control Classification Number, United States Munitions List Category or EAR99 designation as appropriate.

**19. Execution:** Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

**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.

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

|  |  |  |
| --- | --- | --- |
| [SPONSOR NAME]Signature by: |  | UNIVERSITY OF FLORIDA BOARD OF TRUSTEESSignature by: |
| Name: |  | Name: |
| Title: |  | Title: |
| Date: |  | Date: |

I have read and approve this Agreement, and I hereby assign to University all my right, title, and interest in any Intellectual Property.

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

[*name of principal investigator*]

Principal Investigator

**EXHIBIT A**

**STATEMENT OF WORK**