

**RESEARCH AGREEMENT**  
AGREEMENT NO. XXXX

This Agreement is entered into by and between "**SPONSOR NAME and ADDRESS**" and The Johns Hopkins University (hereinafter referred to as "JHU"), 3400 N. Charles Street, Baltimore, Maryland, a nonprofit educational institution incorporated in Maryland.

**RECITALS**

JHU, through **NAME OF DEPARTMENT**, a Department of the **SCHOOL/DIVISION** has a valuable skill, experience, and ability in the proposed research.

**SPONSOR NAME** desires to have JHU undertake a Research Project as described in the Statement Of Work attached as Exhibit A.

The performance of such project is of mutual interest and benefit to **SPONSOR NAME** and JHU and is consistent with the instructional, scholarship and research objectives of JHU as a nonprofit, tax-exempt educational institution.

NOW, THEREFORE in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. **Statement of Work**

JHU agrees to use reasonable efforts to perform the research program described in Exhibit A (the "Research Project"), which Exhibit is hereby incorporated herein. **SPONSOR NAME** acknowledges that JHU expressly makes no warranties or representation with respect to its ability to accomplish the Research. Any change in this Research Project shall be mutually agreed to in writing by authorized officials of both parties.

2. **Period of Performance**

This Agreement shall be effective from **DATE** and proceed through **DATE**, and may be extended by written agreement of the parties.

3. **Cost**

(a) JHU shall be reimbursed for all costs incurred in connection with the Research Project up to the amount of **\$XXXX** (Research Costs).

(b) It is estimated that the aforesaid Research Costs will be sufficient to support the Research Project, but JHU may request additional funds at such time as costs may reasonably be expected to exceed the above stated sum. **SPONSOR NAME** shall not be liable for any payment in excess of the Research Costs unless this Agreement is modified in writing.

4. Payment

(a) Payments shall be made to JHU in advance by **SPONSOR NAME** within thirty (30) days after receipt of each invoice. The first invoice shall be submitted upon execution of this Agreement. Subsequent advance payments shall be made on a quarterly basis upon **SPONSOR NAME**'s receipt of an invoice.

(b) A final financial accounting of all costs incurred and all funds received by JHU hereunder, together with a check for the amount of the unexpended balance, if any, shall be submitted to **SPONSOR NAME** within ninety (90) days following completion of the Research Project.

(c) Checks shall be made payable to The Johns Hopkins University and shall be sent to:

Johns Hopkins University Central Lockbox  
c/o Bank of America  
12529 Collections Center Drive  
Chicago, IL 60693

(d) Payment shall include the title of the Research and the name of the Principal Investigator for purposes of identification.

5. Key Personnel

(a) The following individual is identified as key personnel for the performance of the Research Project: **PROJECT DIRECTOR s NAME** Professor and Principal Investigator for the Research.

(b) If for any reason **PROJECT DIRECTOR NAME** withdraws from serving as Principal Investigator, JHU and **SPONSOR NAME** shall endeavor to agree upon a successor. If the parties are unable to agree upon a successor, this Agreement shall be terminated as provided in the Paragraph entitled Termination.

6. Reports

A final technical report setting forth the accomplishments and significant Research findings shall be prepared by JHU and submitted to **SPONSOR NAME** within ninety (90) days following the expiration of this Agreement.

7. Publications

(a) JHU shall have the right to publish and disseminate information derived from the Research Project.

(b) JHU shall furnish **SPONSOR NAME** with a copy of any proposed publication thirty (30) days in advance of the proposed publication date. **SPONSOR NAME** may request JHU to delay publishing such proposed publication for a maximum of an additional sixty (60) days in order to protect the potential patentability of any

inventions described therein. Such delay shall not, however, be imposed on the filing or publication of any student thesis dissertation.

(c) JHU shall give **SPONSOR NAME** the option of receiving any acknowledgment in such publication for sponsorship of the Research Project.

8. Publicity

No party shall use the name of the other, or the name of the Principal Investigator(s) in connection with any products, promotion, or advertising without the prior written permission of the other party.

9. Equipment

Title to any equipment purchased or manufactured for the Research Project shall vest in JHU.

10. Patents and Inventions

(a) Title to any invention first conceived or discovered solely by any JHU employee(s) or student(s) in the performance of the work funded under this Agreement shall vest in JHU. To the extent that JHU has the legal right to do so, JHU shall grant **SPONSOR NAME** an option to an exclusive or non-exclusive license to make, use, or sell any such Invention on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in separate writing.

(b) In the event that any JHU employee(s) or students(s) first conceives or discovers an Invention jointly with **SPONSOR NAME** employee(s), title to such Invention shall vest jointly in JHU and **SPONSOR..** Each party shall possess an undivided one-half interest in such jointly-owned Invention, as well as any corresponding patent rights and the right to make, use or sell such Invention without accounting to the other party.

(c) Title to any Invention first conceived or discovered solely by **SPONSOR NAME** employee(s) shall vest in **SPONSOR NAME**, except that title shall vest jointly in **SPONSOR NAME** and JHU if such Invention was first conceived or discovered using JHU facilities.

(d) JHU and **SPONSOR NAME** shall promptly provide a complete written disclosure to each other of any Invention. **SPONSOR NAME** shall determine within 60 days of receipt of such disclosure and upon reviewing such Invention disclosure, whether to exercise its option and request JHU to file and prosecute any patent application, domestic or foreign, on the Invention described in such Invention disclosure; provided, however, that JHU may file and prosecute a patent application should **SPONSOR NAME** determine not to request JHU to do so and **SPONSOR NAME** has no rights thereunder. **SPONSOR NAME** shall pay all reasonable costs associated with the filing and prosecution of any patent application which it has requested JHU to perform.

(e) The obligation for the option described in Paragraph 10(a) shall terminate should the parties fail to agree on mutually agreeable terms within 45 days from the date of **SPONSOR NAME**'s election of the option.

11. Copyright

(a) Copyright in materials, including computer software, created or fixed in a tangible medium of expression during the performance of the work funded under this Agreement shall vest in JHU.

(b) To the extent that JHU has the legal right to do so, JHU shall grant **SPONSOR NAME** an option to a non-exclusive license to copy, distribute, make derivatives, display or perform any such copyright on reasonable terms and conditions, including reasonable royalties, as the parties mutually agree in separate writing.

(c) In the case of joint authorship by JHU and **SPONSOR NAME**, copyright will vest jointly in JHU and **SPONSOR NAME**. Each party shall have a right for itself to a license to use the copyright, including granting nonexclusive licenses to other parties.

12. Confidentiality

(a) Both JHU and **SPONSOR NAME** shall have the right to refuse to accept any proprietary data proffered to it by the other. If necessary, the parties will exchange information which they consider to be confidential. The recipient of such information agrees to accept the disclosure of said information which is marked as confidential at the time it is sent to the recipient, and to employ all reasonable efforts to maintain the information secret and confidential, such efforts to be no less than the degree of care employed by the recipient to preserve and safeguard its own confidential information. The information shall not be disclosed or revealed to anyone except employees of the recipient who have a need to know the information and who have entered into a secrecy agreement with the recipient under which such employees are required to maintain confidential the proprietary information of the recipient and such employees shall be advised by the recipient of the confidential nature of the information and that the information shall be treated accordingly.

(b) The recipient's obligations under this Agreement shall not extend to any part of the information:

a. that can be demonstrated to have been in the public domain or publicly known and readily available to the trade or the public prior to the date of the disclosure; or

b. that can be demonstrated, from written records to have been in the recipient's possession or readily available to the recipient from another

source not under obligation of secrecy to the disclosing party prior to the disclosure; or

c. that becomes part of the public domain or publicly known by publication or otherwise, not due to any unauthorized act by the recipient; or

d. that is demonstrated from written records to have been developed by or for the receiving party without reference to confidential information disclosed by the disclosing party; or

e. that must be disclosed pursuant to law or court order.

(c) The obligation of the party receiving confidential information under this Article shall survive for a period of 3 years after this Agreement terminates or for a longer period as the parties agree in writing.

13. Termination This Agreement may be terminated by either party upon sixty (60) days notice written notice to the other party. Upon written notification, JHU shall proceed in an orderly fashion to limit or terminate any outstanding commitments and to conclude the work. All costs associated with termination shall be allowable including, without limitation, all costs or commitments incurred prior to the receipt of the notice of termination, which have not been reimbursed to JHU. In the event of any termination, JHU shall submit a final report within 120 days of the effective date of termination of all costs and commitments incurred an all funds received. The report shall be accompanied by a check in the amount, if any, of the excess of funds advanced over costs and commitments incurred.
14. Notices Any Notices given under this Agreement shall be in writing and delivered by certified return receipt and addressed to the parties as follows:

**The Johns Hopkins University:**

**Technical Representative:**

**Contracts Representative:**

Research Projects Administration  
W400 Wyman Park Center  
The Johns Hopkins University  
3400 N. Charles Street  
Baltimore, Maryland 21218  
(410) 516-8668 Fax No. (410) 516-7775  
E-Mail Address

**Patent Representative:**

R. Keith Baker, Senior Director

Office of Licensing and Technology Development  
100 N. Charles Street, 5th Floor  
Baltimore, MD 21201  
E-Mail Address: kbaker@jhmi.edu

**SPONSOR NAME:**

**Sponsors' Representatives:**

**Contracts Representative:**

15. Indemnification

- (a) JHU hereby agrees that it will defend, at its own expense, any claim or suit bought against **SPONSOR**, in the United States by third parties (not affiliates of **SPONSOR**) arising from or related to any act or omission of JHU. JHU further agrees to indemnify **SPONSOR** against any award of damages and costs (including reasonable attorneys' fees) made against **SPONSOR** by a court of last resort in so far as the award of damages is based on a final determination that the damages arise from or are related acts or omissions of JHU. Indemnification of costs shall extend only to actual costs assessed. JHU's obligation to indemnify **SPONSOR** as set forth above is conditioned on the **SPONSOR** giving JHU prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting JHU to defend said claims at JHU's expense with legal counsel of JHU's choice. Notwithstanding the above, JHU will not be required to defend or indemnify **SPONSOR** with respect to losses or expenses caused by **SPONSOR'S** own negligence or willful misconduct.
- (b) **SPONSOR** hereby agrees that it will defend, at its own expense, any claim or suit bought against JHU, in the United States by third parties (not affiliates of JHU) arising from or related to any act or omission of **SPONSOR**. **SPONSOR** further agrees to indemnify JHU against any award of damages and costs (including reasonable attorneys' fees) made against JHU by a court of last resort in so far as the award of damages is based on a final determination that the damages arise from or are related acts or omissions of **SPONSOR**. Indemnification of costs shall extend only to actual costs assessed. **SPONSOR'S** obligation to indemnify JHU as set forth above is conditioned on the JHU giving **SPONSOR** prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting **SPONSOR** to defend said claims at **SPONSOR'S** expense with legal counsel of **SPONSOR'S** choice. Notwithstanding the above, **SPONSOR** will not be required to defend or indemnify JHU with respect to losses or expenses caused by JHU's own negligence or willful misconduct.

16. Nondiscrimination

JHU and **SPONSOR NAME** shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

17. Independent Contractor

JHU is an independent contractor and not an agent, joint venture, or partner of **SPONSOR NAME**.

18. Assignment

Neither of the parties shall assign this Agreement to another, whether by instrument or by operation of law, without the prior, written consent of the other party.

19. Severability

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue on full force and effect.

20. Governing Law

This Agreement shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Maryland applicable to contracts solely executed and wholly to be performed within the State of Maryland without giving effect to the principles of conflicts of laws. Any disputes between the parties to the Agreement shall be brought in the state or federal courts of Maryland. Both parties agree to waive their right to a jury trial.

21. Entire Agreement

This Agreement and its Exhibits contain the entire agreement between the parties. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of JHU and **SPONSOR NAME**. All correspondence regarding terms of this Agreement shall be sent as specified in the Paragraph entitled Notices.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate by proper persons thereunto duly authorized.

**Sponsor**

**The Johns Hopkins University**

Name:

Title:

Date:

CC: PI  
Dept. Admin.

Name:

Title:

Date: