

Sponsored Research Agreement

This Agreement is entered into by and between **Thomas Jefferson University**, a Pennsylvania non-profit corporation whose place of business is 125 South 9th Street, Sheridan Building, Second Floor, Philadelphia, PA 19107, hereinafter called "Institution," and _____, a corporation with its principal office and place of business at _____, hereinafter called "Sponsor."

Background

This Agreement is effective as of the last date of signature (the "Effective Date").

Recitals

Institution and Sponsor are entering into this Agreement since Sponsor desires to fund the research of Dr. _____ of Institution's Department of _____ in certain specific areas. Sponsor desires to support such research conducted by Institution in accordance with the terms and conditions of this Agreement. The research program contemplated by this Agreement is of mutual interest to Sponsor and Institution and furthers the educational, scholarship and research objectives of Institution as a nonprofit, tax-exempt, educational institution, and may benefit both Sponsor and Institution through the creation or discovery of new inventions.

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Institution Intellectual Property means all inventions whether patentable or not conceived and reduced to practice by employees or agents of Institution in the conduct of the Sponsored Research during the term of this Agreement, including all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Institution Intellectual Property also includes all significant copyrightable software created by employees or agents of Institution in the conduct of the Sponsored Research during the term of this Agreement.

1.2 Sponsor Intellectual Property means all inventions whether patentable or not conceived and reduced to practice by employees or agents of Sponsor in the conduct of the Sponsored Research during the term of this Agreement, including all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Sponsor Intellectual Property also includes all significant copyrightable software created by employees or agents of Sponsor in the conduct of the Sponsored Research during the term of this Agreement.

1.3 Joint Intellectual Property means all inventions whether patentable or not conceived and reduced to practice jointly by employees or agents of Institution and employees or agents of Sponsor in the conduct of the Sponsored Research during the term of this Agreement, including all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Joint Intellectual Property also includes all significant copyrightable software created by employees or agents of Institution and employees or agents of Sponsor in the conduct of the Sponsored Research during the term of this Agreement.

Inventorship on all inventions and discoveries made in the performance of the Sponsored Research shall be determined in accordance with United States patent law, and ownership shall follow inventorship.

1.2 Principal Investigator means (name of faculty member), an employee of Institution who has agreed to serve as faculty investigator for the Sponsored Research and shall be responsible for the conduct, supervision and administration of the Sponsored Research.

1.3 Research Results means all data and information that are generated in the performance of the Sponsored Research during the term of this Agreement. In the event that Research Results are generated using Sponsor's instruments at Institution, Institution shall at the same time receive a digital copy of the recorded data. Research Results does not include any patentable inventions, copyrighted or copyrightable works, or trademarks or service marks, or other intellectual property based on the Research Results. Institution retains all right, title, and ownership to research notebooks. Research Results expressly excludes Institution Intellectual Property.

1.4 Sponsored Research means the research program described in Attachment A to this Agreement.

ARTICLE 2. SPONSORED RESEARCH

2.1 Institution shall commence the Sponsored Research after the Effective Date of this Agreement and upon payment by Sponsor of any initial payments due to Institution if any such payments are described in Attachment A. Institution shall use good faith efforts to conduct such Sponsored Research substantially in accordance with the terms and conditions of this Agreement. Sponsor acknowledges that Institution and the Principal Investigator shall have the freedom to conduct and supervise the Sponsored Research in a manner consistent with Institution's educational and research missions.

2.2 This Agreement is contingent on the Principal Investigator successfully obtaining IACUC approval if applicable to the Protocol and/or scope of project work, and complying with all Institutional IACUC, Public Health Service Humane Animal Care and Animal Welfare Act policies. If IACUC approval is required, work shall not begin until such time as all IACUC requirements are fully met.

2.3 If the services of the Principal Investigator become unavailable to Institution for any reason, Institution shall be entitled to designate another member of its faculty who is acceptable to Sponsor to serve as the Principal Investigator of the Sponsored Research. Either party will not unreasonably withhold approval of the replacement investigator. If a substitute Principal Investigator has not been designated within sixty (60) days after the original Principal Investigator ceases his or her services under this Agreement, either party may terminate this Agreement upon written notice thereof to the other party, subject to the provisions of ARTICLE 15.

ARTICLE 3. TERM OF AGREEMENT

3.1 The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall end on _____ unless terminated sooner pursuant to ARTICLES 2 or 15 hereof. This Agreement may be extended or renewed only by mutual written Agreement executed by duly authorized representatives of the parties.

ARTICLE 4. REIMBURSEMENT OF COSTS, PAYMENT

4.1 Sponsor shall reimburse Institution for all direct and indirect costs incurred in the conduct of the Sponsored Research in an amount not to exceed the total amount of \$_____ as set forth in Attachment A. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Research. If at any time Institution determines that it will require additional funds for the Sponsored Research, it shall notify Sponsor and provide an estimate of the additional amount. Sponsor shall not be liable for any costs in excess of the amount of \$_____ unless it has agreed in writing to provide additional funds.

4.2 Sponsor shall make payments in advance to Institution in accordance with the payment schedule set forth in Attachment A. All payments shall clearly identify the Principal Investigator and Sponsored Research. All payments are to be made by check payable in United States dollars, to "Thomas Jefferson University", and sent to:

Thomas Jefferson University
Department administrator <- [Fill in name and address]

4.3 Title to any equipment, laboratory animals, or any other materials made or acquired with funds provided under this Agreement shall vest in Institution, and such equipment, animals, or materials shall remain the property of Institution following termination of this Agreement. Institution retains ownership of all research notebooks.

ARTICLE 5. RECORDS AND REPORTS

5.1 Principal Investigator shall maintain records of the results of the Sponsored Research and shall provide Sponsor with reports of the progress and results of the Sponsored Research in accordance with Attachment A.

5.2 Institution shall maintain records of the use of the funds provided by Sponsor and shall make such records available to Sponsor upon reasonable advance notice during Institution's normal business hours, but not more frequently than once after each anniversary of the Effective Date.

ARTICLE 6. SPONSOR'S RIGHTS IN RESEARCH RESULTS AND REPORTS

6.1 Sponsor shall have the right to use Research Results disclosed to Sponsor in records and reports for any reasonable purpose. Sponsor shall need to obtain a license from Institution to use Research Results if such use would infringe any copyright or any claim of a patent application or issued patent owned by Institution.

Institution and the Principal Investigator hereby grant Sponsor a non-transferable, non-exclusive, royalty-free right to copy, reproduce and distribute any research reports furnished to Sponsor under this Agreement. Sponsor may not charge fees for said research reports, use said research reports for advertising or promotional activities, or alter or modify said research reports without the prior written permission of Institution.

ARTICLE 7. INTELLECTUAL PROPERTY

7.1 Research Results

Institution retains ownership of all data, data analysis, test results, laboratory notes and notebooks, techniques, progress reports, and any other results (collectively "Research Results")

that are obtained in Institution's performance of the Sponsored Research. Institution shall grant Sponsor a non-exclusive, royalty-free, worldwide, non-transferable, non-sublicensable license to use Research Results.

Sponsor shall consult with Institution's OTT for a license to use Research Results that support patentable Institution Inventions or Joint Inventions or copyrighted or copyrightable works of the Institution, as defined under Inventions.

7.2 Inventions and Invention Disclosure

Inventions as referenced herein shall include any improvement, new use or indication, modification, discovery, method or process, tangible research material, development, know-how, design or product, and other intellectual property related thereto, whether patentable or not, that is discovered, made or conceived in the performance of the Sponsored Research.

Inventions shall include, but not be limited to, all United States and foreign patent applications claiming said patentable Inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to said patentable Inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof. Inventions shall also include all significant copyrightable software created in the conduct of the Sponsored Research during the term of this Agreement.

Inventorship on Inventions, whether patentable or not, that are conceived and/or reduced to practice in the performance of the Sponsored Research shall be determined in accordance with the principles of United States patent law and ownership shall follow inventorship. Employees of Institution have an obligation to assign their intellectual property rights to Institution.

Inventions conceived and/or reduced to practice solely by Institution employees in the performance of the Sponsored Research shall belong to Institution ("Institution Inventions"). Institution shall retain all right, title and interest in and to the Institution Inventions.

Inventions conceived and/or reduced to practice solely by Sponsor employees in the performance of the Sponsored Research shall belong to Sponsor ("Sponsor Inventions"). Sponsor shall retain all right, title and interest in and to the Sponsor Inventions.

Inventions conceived and/or reduced to practice jointly by Institution employees and by Sponsor employees in the performance of the Sponsored Research shall belong jointly to Institution and Sponsor ("Joint Inventions"). Institution and Sponsor shall have an undivided, half interest in and to the Joint Inventions.

Institution's Office of Technology Transfer and Business Development (OTT) shall promptly notify Sponsor upon receipt of an invention disclosure on an Institution Invention or a Joint Invention.

7.3 Patent Prosecution

Sponsor shall advise Institution in writing, no later than sixty (60) days following notification of an invention disclosure by Institution's OTT, whether it requests Institution to file and prosecute patent applications on such Institution Invention or Joint Invention at Sponsor's expense. If Sponsor does not request Institution to file and prosecute such patent applications within 60 days following notification of the invention disclosure, Institution may at its discretion proceed with such preparation and prosecution at its own cost and expense; but such patent applications shall be excluded from Sponsor's option described below.

Institution shall control the preparation and prosecution of all patent applications and the maintenance of all patents related to such Institution Invention or Joint Invention. With regard to any patent applications filed at the written request and expense of Sponsor, Institution will consult with Sponsor on patent prosecution, and Sponsor shall have the opportunity to provide comment, in a timely manner, on such patent prosecution and maintenance. Sponsor shall reimburse

Institution within thirty (30) days upon receipt of invoice for all documented expenses incurred in connection with the filing and prosecution of the patent applications and maintenance of the patents that Sponsor has requested Institution to prosecute.

7.4 Licenses and Options

Upon Institution's OTT notifying Sponsor of an invention disclosure on an Institution Invention or a Joint Invention, and to the extent owned and controlled by Institution and available for licensing, Institution shall grant Sponsor (i) a non-exclusive, worldwide, royalty-free, non-commercial, internal research license and (ii) a sixty (60) day option (the "Option Period") to negotiate an exclusive, worldwide, royalty-bearing, fully sublicensable license to the Institution Invention or Institution's rights in the Joint Invention. Sponsor shall exercise the option by written notification to Institution's OTT prior to the expiration of the 60 day Option Period and the parties shall then commence good faith negotiation, not to exceed six (6) months (the "Negotiation Period") from the date Institution receives Sponsor's written notification exercising the option, to determine the terms of an exclusive commercial license agreement. If Sponsor does not exercise the option, or if Sponsor and Institution fail to execute an exclusive license agreement within three (3) months following the expiration of the Negotiation Period, Institution shall be free to license the Institution Invention or Institution's rights in Joint Inventions to any party upon such terms as Institution deems appropriate.

Joint IP Options and Licenses

Sponsor shall keep Researcher fully informed, on at least an annual basis, as to the commercial development of any Joint Inventions (the "Annual Joint Invention Report"). If the Joint Invention is licensed, sublicensed, assigned or otherwise transferred to a party, Researcher shall be entitled to share in the compensation or fees received by Sponsor on terms to be negotiated by Researcher and Sponsor ("Joint License Fees"). To the extent a Joint Invention is developed such that Sponsor receives any compensation, fees, royalties or other consideration of which the Joint Invention is a part, Researcher shall share in such consideration on terms to be negotiated ("Joint Revenue"). If within the Option Period, Sponsor desires an Exclusive License to Researcher's rights in the Joint Invention, then Sponsor shall exercise this option during the Option Period and if an Exclusive License is executed, there shall be no Annual Joint Invention Report, Joint License Fees or Joint Revenues and the terms of the Exclusive License shall control.

Upon exercising the option, Sponsor shall be responsible for patent expenses that it has requested Institution to file on the Institution Invention or Joint Invention during the Option Period, Negotiation Period, and the 3 months following the expiration of the Negotiation Period when both parties are in the process of executing the exclusive license agreement.

Any license granted to Sponsor shall be subject to Institution's right to use and permit other non-profit organizations to use Institution Inventions and Joint Inventions for educational and research purposes and, if applicable, to the rights of the United States government reserved under Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212, and any regulations issued thereunder.

ARTICLE 8. CONFIDENTIALITY

8.1 All information supplied by Institution to Sponsor, including, but not limited to, the Protocol/ Research Plan/Scope of Work, Investigator projects and Institution operations are considered confidential and shall remain the sole property of the Institution ("Institution Confidential Information"). Sponsor shall not disclose confidential information ("Sponsor Confidential Information") to the Institution unless it is necessary to the Study. Institution shall protect Sponsor Confidential Information with the same degree of care as Institution protects its own confidential information. Sponsor Confidential Information and Institution Confidential Information shall hereinafter be collectively referred to as "Confidential Information"

8.2 All such information in order to be considered Confidential Information must be appropriately marked, treated, and/or disclosed as confidential by the disclosing parties. "Both parties retain the right to refuse to accept any Confidential Information that they do not consider to be essential to the performance of the Study/Research.

8.3 Both during and after the term of this Agreement, both Sponsor and Institution shall use diligent efforts to maintain in confidence and use the Confidential Information only for the purposes contemplated in this Agreement. For the purposes of this Section, "receiving party" shall be defined as either party that is in receipt of Confidential Information.

8.4 Notwithstanding anything to the contrary contained in this Agreement or the markings on any document disclosed by the parties, Confidential Information does not include information that:

- (a) is reasonably required by scientific standards for publication of the Study results, or any information that is necessary for other scholars to verify the results of the Study;
- (b) is in the public domain at the time either party discloses it to the receiving party or that thereafter enters the public domain through no fault of receiving party;
- (c) was known to receiving party before the date of receipt, or that becomes known to receiving party through a third party having an apparent bona fide right to disclose the information, as evidenced by contemporaneous written records;
- (d) is independently developed by the receiving party, as evidenced by competent evidence;
- (e) is disclosed by receiving party in accordance with the terms of the other party's written approval;
- (f) is required to be disclosed for compliance with any Federal, state or local law or regulation, or required to be disclosed by a court of law or government authority.

8.5. Notwithstanding the foregoing, Sponsor shall cooperate and authorize release of data, which is the subject of this Study, to Institution's internal committees as required by accrediting agencies or other governmental agencies. If required to report such data to any governmental authority or agency, Institution shall use its reasonable efforts to maintain the confidentiality of such data.

8.6 In order to preserve the patentability of Institution Intellectual Property, Sponsor shall maintain Institution Intellectual Property and information provided pursuant to the Sponsored Research (whether oral or written) as Confidential Information and shall not disclose such information to any third party until the publication of such information by the Principal Investigator or until Institution provides Sponsor with written verification that all desirable patentable inventions have been protected, whichever occurs sooner.

8.7 Institution may maintain copies of Sponsor's Confidential Information for non-commercial, archival purposes.

8.8. The provisions of this Article 8 shall survive the termination or expiration of this Agreement for a period of five (5) years.

ARTICLE 9: PUBLICATIONS

The Principal Investigator and Institution shall be free to publish and present the Research Results with certain provisions.

- i. At least thirty (30) days prior to submitting a manuscript or abstract for publication or presentation Principal Investigator will submit to Sponsor a copy of the abstract, manuscript or presentation for review and comment. Sponsor shall have thirty (30) days to review and respond to Institution with comments. Sponsor's comments will be given due

consideration by Principal Investigator, but Sponsor shall have no editorial control over the content. In addition, Principal Investigator shall delay any proposed publication/presentation an additional sixty (60) days in the event Sponsor so requests in writing to enable Sponsor to secure patent or other proprietary protection of any of Sponsor's inventions or discoveries disclosed in such publication/presentation.

- ii. Any such publication or presentation shall acknowledge, as appropriate, the contribution of Sponsor, its employees, agents and representatives.

ARTICLE 10. DISCLAIMER OF WARRANTIES

10.1 INSTITUTION MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE SPONSORED RESEARCH, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED RESEARCH OR ANY INSTITUTION INTELLECTUAL PROPERTY OR RESEARCH RESULTS OR THAT USE OF THE INSTITUTION INTELLECTUAL PROPERTY OR RESEARCH RESULTS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. INSTITUTION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY SPONSOR OR ANY OTHER PERSON RESULTING FROM THE SPONSORED RESEARCH OR THE USE OF ANY INSTITUTION INTELLECTUAL PROPERTY, ANY RESEARCH RESULTS OR ANY PRODUCTS RESULTING THEREFROM.

ARTICLE 11. USE OF THE INSTITUTION'S OR SPONSOR'S NAME (ADVERTISING)

The Institution and the Sponsor will obtain prior written permission from each other before using the name, symbols and/or marks or logotypes of the other in any form of publicity in connection with the Sponsored Research. This shall not include legally required disclosure by the Institution or Sponsor that identifies the existence of the Agreement. Further, Sponsor's use of the name, symbols and/or marks or logotypes of Institution, or names of Institution's employees, shall be limited to identification of Institution as the Sponsored Research site and the Sponsored Research staff as participants in the Sponsored Research. Notwithstanding the foregoing, Institution may disclose the title of the Sponsored Research, the funding amount and the identity of Sponsor in federal grant applications or to fulfill internal reporting requirements.

ARTICLE 12. NOTICE

Any notice shall be sent to the following addresses:. Notice shall be effective on the date of receipt.

Institution:	Thomas Jefferson University Office of Research Administration 125 South 9th Street Sheridan Building, Second Floor Philadelphia, PA 19107 Attention: Director
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With a copy to

Principal Investigator:
Sponsor:

ARTICLE 13. INDEMNIFICATION

Sponsor agrees to indemnify, defend and hold harmless the Institution, Institution's IRB, its trustees, officers, staff, agents, and employees, faculty, students and/or Principal Investigator from and against any and all liabilities arising out of or in connection with performance of the Sponsored Research including the use of results or data.

- A. The obligation of indemnification under this section shall not apply to the extent that liabilities are caused by the gross negligence or willful misconduct of the Principal Investigator or any other employee of Institution.
- B. Institution will promptly notify Sponsor of any claim or suit against any party to be indemnified hereunder, will allow Sponsor to have full control of any disposition or settlement of such claim or suit through a diligent defense, and will fully cooperate with Sponsor regarding such disposition or settlement, provided, however, that Institution's prior written consent shall be required for any settlement, such consent not to be unreasonably withheld.
- C. Sponsor shall not dispose or settle any claim admitting liability on the part of the Institution without Institution's prior written consent.
- D. Sponsor's indemnity will not be limited to the amount or scope of Sponsor's insurance.
- E. This provision shall survive the termination or expiration of this Agreement.

ARTICLE 14. INSURANCE

Sponsor warrants that, during the term of this Agreement, it shall maintain at its expense a policy or program of insurance with financially sound insurers at levels and types sufficient to support the indemnification obligations assumed herein. This includes commercial general liability with broad form, products/completed operations and contractual liability, product liability, and professional liability insurance in minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with respect to personal injury, bodily injury and property damage. If Sponsor's insurance is written on a claims made basis, Sponsor shall continuously maintain such coverage through appropriate retroactive and extended reporting ("tail") coverage to cover losses arising under this Agreement. Upon request Sponsor will provide evidence of its insurance to Institution.

ARTICLE 15. TERMINATION

- A. This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice.
- B. Upon the effective date of expiration or termination, there shall be an accounting conducted by the Institution. Within thirty (30) days after receipt of the final accounting for the Sponsored Research, Sponsor will make payment to the Institution for:
 - i. All services rendered and monies expended by the Institution until the date of termination not yet paid for; and

- ii. Non-cancelable obligations, including any costs associated with termination, incurred for the Sponsored Research by the Institution prior to the effective date of termination.
- C. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination. The rights and duties under ARTICLES 4, 7, 8, 9, 10, 11, 12, 13, 14, 16 and 27 shall survive the termination or expiration of this Agreement.

ARTICLE 16. APPLICABLE LAW

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof. Parties agree that disputes will be litigated in the federal or state courts located in Philadelphia, Pennsylvania.

ARTICLE 17. NO AGENCY

The parties, in rendering performance under this Agreement, are each acting and shall act solely as independent contractors. Neither party shall undertake by this Agreement or otherwise to perform any obligation of the other party, whether by regulation or contract. In no way shall either party be construed as the agent or to be acting as the agent of the other party in any respect, any other provisions of this Agreement notwithstanding. Neither party shall enter into any Agreement or incur any obligations on behalf of the other party, nor commit the other party in any manner without such party's prior written consent. Neither party shall be deemed an employee of the other for the purposes of any employee benefit programs, income tax withholding, FICA taxes, unemployment benefits, or otherwise.

ARTICLE 18. NO ASSIGNMENT

Neither party to this Agreement may, without the prior written consent of the non-assigning party, assign, transfer, subcontract, or sublicense this Agreement or any obligation hereunder. Any attempt to do so in contravention of the Paragraph shall be void and of no force and effect.

ARTICLE 19. FORCE MAJEURE

Neither party shall be liable for any failure to perform as required by this Agreement to the extent such failure or delay is required to (a) comply with a government law, regulation or order (not the result of its own conduct), or (b) is caused by other circumstances beyond the control of such party, that could not have been avoided by that party's due care, including, without limitation, labor disturbances or labor disputes of any kind, accident, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures imposed by law or regulation, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other such occurrence. A party claiming force majeure will notify the other party in writing, with an explanation, within seven (7) days of the start of the force majeure delay. It will use its reasonable efforts to resume performance of its obligations under this Agreement. If it is unable to resume performance within thirty (30) days after the force majeure event begins, the other party may terminate this Agreement.

ARTICLE 20. DEBARMENT

Institution will not use in any capacity the services of any individual, corporation, partnership or association which:

- (1) has been debarred under 21 U.S.C. 335a

(2) disqualified as a clinical investigator under the provision of 21 C.F.R. 312.70.

In the event that Institution becomes aware of the debarment or disqualification of any such individual, corporation, partnership or association providing services under this Agreement, Institution shall notify Sponsor.

ARTICLE 21. MULTIPLE COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

ARTICLE 22. SECTION HEADINGS: EXHIBITS

The section and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

ARTICLE 23. NEUTRAL CONSTRUCTION

The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

ARTICLE 24. NO WAIVER

No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term(s) or condition(s) being waived or amended. A waiver by either of the parties hereto of any of the covenants, conditions, or Agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or Agreement herein contained (whether or not the provision is similar). Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

ARTICLE 25. UNENFORCEABILITY

If any provision of this Agreement or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Agreement on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Agreement as modified legal and enforceable to the maximum extent permitted under applicable laws.

ARTICLE 26. ENTIRE AGREEMENT

Each party to this Agreement acknowledges that this Agreement constitutes the entire Agreement of the parties with regard to the subject matters addressed in this Agreement, that this Agreement supersedes all prior or contemporaneous Agreements, discussions, or representations, whether

oral or written, with respect to the subject matter of this Agreement, and that this Agreement cannot be varied, amended, changed, waived, or discharged except by a writing signed by all parties hereto. Each party to this Agreement further acknowledges that no promises, representations, inducements, Agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein.

ARTICLE 27. AUTHORITY TO ENTER INTO AGREEMENT

The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are duly authorized agents of the parties hereto and are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they are signing.

In Witness whereof, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

Thomas Jefferson University

Sponsor

By: _____
(signature)

By: _____
(signature)

Susan K. Stearsman

(print or type name)

Title: Director, Research Administration

Title: _____

Date: _____

Date: _____

Principal Investigator
(Read and Acknowledged)

By: _____
(signature)

(print or type name)

Date: _____

Attachment A

Summary of Sponsored Research

1) Work Scope

2) Details of Program - See Appendix

Principal Investigator:

1) Name:

2) Phone Number:

Representative of Sponsor:

1) Name:

2) Phone Number:

Period of Performance:

Report Schedule:

Final report within thirty (30) days after termination

Budget:

Direct costs

Indirect costs

Total costs

Payment Schedule:

Date Payment Due

Amount of Payment Due

1. Upon signature

1.

2.

2.

3.

3.

4.

4.

5.