January 1, 2015

Christine Jones
Director, Sponsored Research Services
Office for the Vice President for Research
University of Cincinnati

RE: Delegation of Authority to Execute Grants and Sponsored Contracts - Renewal

Dear Ms. Jones:

Pursuant to University Rules 10-1-06(E)(1)(b)(ii), 10-1-06(F) and 10-5-01(E)(2)(b), I hereby delegate to you authority to execute grants, sponsored contracts, and amendments to existing agreements on behalf of the University of Cincinnati. This authority is effective as of the date of this letter and supersedes any and all prior delegations you may have received. The scope of this delegation is limited to signing all grants and sponsored contracts, and all associated documents necessary to apply for and disperse such grants and sponsored contracts (such as proposals, awards and sub-award agreements), provided such documents do not require an expenditure of funds by the University of Cincinnati other than as an incident of performance of the grant or contract.

This delegation includes the authority to execute industry sponsored research agreements using the approved industry sponsored research agreement, a copy of which is attached, the form of which may not be altered or amended without the approval of the Office of the General Counsel. Any requests for amendments to the terms found in the approved industry sponsored research agreement or any agreements not using the approved industry sponsored research agreement shall be forwarded to the Office of the General Counsel for assistance with negotiating acceptable terms. Once you have received notice from the Office of the General Counsel that an acceptable agreement has been negotiated, you may sign the agreement.

Copies of all documents executed by you pursuant to this appointment shall be retained and maintained by you, subject to applicable records retention requirements. You shall also maintain a log or indexing system of all documents you have executed pursuant to this appointment. Your contracting activities will remain subject to the supervision of the Contracting Officer, who will audit such activities on a periodic basis and take appropriate action in the case of any noted discrepancies.

This delegation of authority may not be further assigned or delegated by you to any other person and will automatically expire December 31, 2015 unless it is sooner terminated as set forth in University Rules 10-5-01(E)(3) and 10-1-06(F).

Sincerely,

Kenyatta Mann Faulkner
Vice President for Legal Affairs
and General Counsel
Contracting Officer

KMF/kmb
INDUSTRY SPONSORED RESEARCH AGREEMENT

THIS SPONSORED RESEARCH AGREEMENT made and effective as of the date of last signing (herein the “Effective Date”) by and between __[name & address]__ (herein “Sponsor”), a for-profit corporation, and the UNIVERSITY OF CINCINNATI, a state institution of higher education organized under Section 3361 of the Ohio Revised Code, (herein “UC”) on behalf of the College of ____, Department of ____, having an office at University Hall, Suite 530, 51 Goodman Drive, Cincinnati, Ohio 45221-0222.

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to UC and to the Sponsor, and will further the instructional and research objectives of UC in a manner consistent with its status as a nonprofit, tax-exempt, educational institution,

NOW, THEREFORE, the parties hereto agree as follows:

1. STATEMENT OF WORK. UC agrees to use its reasonable efforts to perform the research program (herein the “Research Program”) as set forth in Exhibit A.

2. PRINCIPAL INVESTIGATOR. ____, Ph.D. will supervise the research. If, for any reason, that person is unable to continue to serve as Principal Investigator, Sponsor and UC shall attempt to find a successor acceptable to both parties. If such a successor is not available, this Agreement shall be terminated as provided in Article 6.

3. PERIOD OF PERFORMANCE. The research shall be conducted during the period beginning on ______________ and ending on ______________________ (herein the “Termination Date”) and will be subject to renewal only by mutual agreement of the parties.

4. REIMBURSEMENT OF COSTS. In consideration of the foregoing, the Sponsor agrees to support the research set forth in Exhibit A, including all direct and indirect costs consistent with UC’s policy for the conduct of this research effort, by paying the amounts as specified in the Budget, Exhibit B provided that the total of such costs does not exceed $______ U.S. dollars.

5. PAYMENT. Payments shall be made to UC by the Sponsor in U.S. dollars, 50% due and payable upon receipt of invoice 30 days after execution of the agreement by both parties and the remainder due upon receipt of invoice after deliverables are met. Invoices should be sent to:

Name: ____________________________
Company: ____________________________
Address: ____________________________
Phone: ____________________________
E-mail: ____________________________

6. EARLY TERMINATION.

A. Should UC breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UC of its intention to do so, and termination shall become effective sixty (60) days thereafter if UC is unable to cure the breach or rectify the problem.

B. Failure of Sponsor to pay any amount required hereunder within Thirty (30) days after
receipt of an invoice from UC shall be cause for UC to terminate this Agreement. UC shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.

C. Termination under this Article 6 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Research Program prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit B.

D. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

7. REPORTS AND CONFIDENTIAL INFORMATION

A. From time to time during the term of this Agreement, UC will provide Sponsor with written summaries of research progress. A final report will be provided at completion.

B. As used herein, “Confidential Information” shall mean information, know-how, samples, drawings or data, technical or non-technical, relating to the Research Program, that originates with either party, is disclosed or provided to the other and is clearly labeled as “Confidential”. If disclosed orally, the Confidential Information shall be promptly reduced to written form and labeled as “Confidential”. The recipient may use the originator’s Confidential Information for purposes of this Agreement, but agrees neither to use for any other purpose nor to disclose or provide such Confidential Information to any third party at any time during the term of this Agreement or thereafter, except as follows:

1. To the extent that such Confidential Information was known to the recipient from sources other than the originator prior to its disclosure hereunder, and this is demonstrably documented in written records made by recipient prior to such disclosure; or

2. To the extent that such Confidential Information in fact is public knowledge prior to or after its disclosure, other than through acts or omissions attributable to the recipient; or

3. To the extent that such Confidential Information was disclosed or provided to the recipient by a third party who did not derive such information from the originator; or

4. To the extent required by law, UC shall notify Sponsor in advance of releasing any Confidential Information.

C. Each recipient specifically agrees not to export or re-export any information and/or technical data and/or products in violation of any applicable USA laws and/or regulations.

D. Each recipient will retain control of Confidential samples received hereunder and will not provide them to parties who are not bound by this Agreement.

8. PUBLICATIONS. UC reserves the right to publish the results of its research performed hereunder. Before publishing, however, UC agrees to submit copies of any manuscript proposed
for publication to Sponsor at least Thirty (30) days in advance of the presentation or publication date, and if Sponsor does not ask to defer publication within Thirty (30) days after receipt of the manuscript so that patent applications may be filed, UC may proceed with publication. In the event Sponsor asks to defer publication, UC shall not publish or otherwise disclose to any third party any of the information contained in the manuscript until such time as a patent application has been filed or the expiration of Sixty (60) days after the date of submission of the manuscript to Sponsor, whichever occurs first.

9. INTELLECTUAL PROPERTY.

A. Subject to Section 3345.14 of the Ohio Revised Code, title to any discovery or invention conceived or first reduced to practice in the performance of the research program, herein “Project Invention,” shall be assigned to UC if all of the inventors are UC employees; shall be assigned jointly to Sponsor and UC if the inventors include employees of both parties; and shall be assigned to Sponsor if all the inventors are employees of Sponsor.

B. If Sponsor asks UC to file patent applications on a Project Invention, Sponsor agrees to pay the costs of filing, prosecution and maintenance of the resulting patent application(s) and patents maturing therefrom. Sponsor shall notify UC of those foreign countries in which it desires a license, in sufficient time for UC to satisfy the patent law requirements of that country.

C. If UC asks Sponsor to pay for the filing, prosecution or maintenance of a patent application or patent on a UC Project Invention, and Sponsor refuses, Sponsor’s option rights with respect to such patent application or patent shall terminate immediately.

D. In consideration for research support and patent expenses received hereunder, UC grants to Sponsor an option (herein “the Option”) to acquire a license to any UC Project Invention, including any patent applications and patents resulting therefrom, according to the terms and conditions set forth herein.

   (1) The Option will expire on the Termination Date of this Agreement.

   (2) Sponsor may exercise the Option by written notice to UC at any time prior to its expiration declaring Sponsor’s intent to negotiate a license agreement with UC (herein the “License Agreement”). The parties shall begin to negotiate in good faith toward execution of the License Agreement under commercially reasonable terms within Sixty (60) days after receipt by UC of written notification by Sponsor.

   (3) Sponsor agrees promptly to notify UC in writing at any time during the Option Period if Sponsor determines not to exercise the Option, and further agrees to provide UC in reasonable detail in writing the basis for such determination. The Option shall expire immediately on such notification.

E. Title to any copyrights or copyrightable material first produced in the performance of the Research Program shall remain with UC. UC shall grant to the Sponsor an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use and reproduce all such copyrightable materials, including computer software and its documentation specified to be developed and delivered under the Statement of Work, for Sponsor’s internal (non-commercial) purposes. UC further grants to Sponsor an option to negotiate a non-exclusive
(or exclusive subject to third party rights, if any) royalty-bearing license to use, reproduce, display, distribute, and perform such computer software and its documentation for commercial purposes, such option to expire on the Termination Date. Computer software for which a patent application is filed shall be subject to paragraphs A-D above.

F. All licenses granted pursuant to this Article 9 become effective as of the date the parties sign a subsequent license agreement.

10. **USE OF NAMES.** Neither party will use the name of the other in any advertising or other form of publicity without the written permission of the other.

11. **ANIMAL AND HUMAN STUDIES.** Any use of human subjects or live, vertebrate animals in the performance of research hereunder shall comply with all applicable laws and government regulations.

12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the parties as follows:

**UNIVERSITY OF CINCINNATI**

Christine C. Jones, Director  
Sponsored Research Services  
University Hall, Suite 530  
51 Goodman Drive  
University of Cincinnati  
P.O. Box 210222  
Cincinnati, Ohio 45221-0222  
Phone: (513) 556-4358  
Fax: (513) 556-4346  
E-mail: ospaward.uc.edu

**SPONSOR**

[Address]  
[Phone]  
[Fax]  
[E-mail]

In the event notices, statements, and payments required under this Agreement are sent by certified or registered mail by one party to the other party at its above address, they shall be deemed to have been given or made as of the date so mailed, otherwise as of the date received.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party.

14. **GOVERNING LAW.** The validity and interpretation of this Agreement and the legal relation of the parties to it shall be governed by the laws of the State of Ohio and the United States.

15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.

16. **EXPORT CONTROLS.** It is understood that UC is subject to United States laws and regulations
controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by the Sponsor that the Sponsor will not re-export data or commodities to certain foreign countries without prior approval of the cognizant government agency. While UC agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UC cannot guarantee that such licenses will be granted.

17. **FORCE MAJEURE.** UC shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UC.

18. **WARRANTY DISCLAIMER.** Nothing in this Agreement shall be construed as:

A. A warranty or representation by UC as to the validity or scope of any patent.

B. A warranty or representation that anything made, used, sold or otherwise disposed of under any license that may be granted upon exercise of the Option is or will be free from infringement of patents, copyrights and trademarks of third parties;

C. An obligation to bring or prosecute actions or suits against third parties for infringement;

D. Conferring rights to use in advertising, publicity or otherwise any trademark or the name of UC; or

E. Granting by implication, estoppel or otherwise any licenses under patents of UC other than patent(s) identified herein, regardless whether such other patents are dominant or subordinate to any such patent(s).

Except as expressly set forth in this Agreement, UC MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY ACTIVITY PERFORMED OR DELIVERABLE PROVIDED HEREUNDER SHALL BE FREE OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS.

19. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UC and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the parties.

By signature below of duplicate originals, Sponsor and UC hereby agree to this Sponsored Research
Agreement as of the Effective Date.

UNIVERSITY OF CINCINNATI [NAME]

By ____________________________  By ____________________________

Name ____________________________  Name ____________________________

Title ____________________________  Title ____________________________

Sponsored Research Services

Date ____________________________  Date ____________________________

Tax ID No. 31-6000989  Tax ID No.: __________________

DUNS No. 04106-4767  DUNS No.: __________________

If reverse agreement:

(NAME) UNIVERSITY OF CINCINNATI

By ____________________________  By: ____________________________

Name: ____________________________  Name: ____________________________

Title: ____________________________  Title: ____________________________

Sponsored Research Services

Date: ____________________________  Date: ____________________________

Tax ID No.: ____________________________  Tax ID No.: 31-6000989

DUNS No.: ____________________________  DUNS No.: 04106-4767
Exhibit A

Research Program
Exhibit B

Budget
Exhibit C

Federal Prime Award (If flow-through)