UNIVERSITY OF CINCINNATI CONTRACT APPROVAL COVER SHEET

Instructions
- Complete all sections. Incomplete forms will be returned unprocessed.
- Provide two (2) copies of the contract to be signed.

Date of Initiation: 05-02-2013

1. Initiating Department: Vice President for Research

2. Individual initiating the Contract: Diane Sparks
   Phone: 6-5885
   ML: 0222

3. Does this Contract involve the purchase of goods or services from a vendor using funds administered by the university? Yes ☐ No ☒
   - If yes, provide the requisition number: ___________________________; obtain approval of Purchasing.

4. Does this Contract call for the other party to make payments to UC? Yes ☐ No ☒
   - If yes, provide the account number: ___________________________; obtain approval of University Finance.

5. Does this Contract involve the construction, renovation, lease, or sale of real estate? Yes ☐ No ☒
   - If yes, approval of the University Architect must be obtained on next page.

6. A) Does this Contract involve the disposition (sale, loan, or donation) of UC property? Yes ☐ No ☒
   B) Does this Contract involve the acquisition (by purchase, loan, or donation) of property by UC? Yes ☐ No ☒
   - If yes to either 6A or B, obtain approval of Asset Management; if yes to 6(B) obtain approval of Purchasing.

7. Description of Contract: Master Services Agreement for projects between University of Cincinnati and the University of Cincinnati Research Institute

A. Contractor(s)/Other Party: University of Cincinnati Research Institute
   Address: University Hall, Suite 540, 51 Goodman
   Cincinnati OH 45221-0222
   Attn: William S. Ball, MD
   Tel: 513 658 0026
   Fax: ___________________________
   Email: ballws@UCMAIL.UC.EDU

B. Contract Amount (total $ for entire period): $0

C. Contract Effective Period: Five years after the effective date of last signature
   (Generally, not more than 5 years)
D. Check applicable term (only check one):
- ☐ New Agreement
- ☐ Modification of existing Contract (i.e., amendment, extension of time)
- ☐ Renewal of existing Contract

* If this is a Modification or Renewal, identify by page or paragraph which terms and conditions of the existing Contract have been changed:

E. Has the attached contract been previously approved by the Board of Trustees?  ☐ Yes  ☐ No

If yes, a copy of the approval MUST be attached. (i.e., Board minutes).

Sequential routing of signatures
The individuals approving this contract and signing this Contract Approval Cover Sheet below represent and attest that they do not have a connection to or a financial interest in the company with which this contract is being made.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>[Signature]</td>
<td>Diane Sparks</td>
<td>05-02-13</td>
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<tr>
<td>[Signature]</td>
<td>Dborah Galloway</td>
<td>05-02-13</td>
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<tr>
<td>[Signature]</td>
<td>William S. Ball, MD</td>
<td>05-02-13</td>
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<tr>
<td>[Signature]</td>
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<tr>
<td>[Signature]</td>
<td>Charles Radcliff</td>
<td>05-17-13</td>
</tr>
</tbody>
</table>

*Exceptions/Comments

For General Counsel Use Only:
Approval of President required  ☐ Yes  ☐ No
Approval of Board of Trustees also required  ☐ Yes  ☐ No

Action of President (when required)
If approval of the President is required, this contract is hereby approved for execution. If Board approval is also required, this Contract is hereby approved for transmission to the Board of Trustees for execution.

__________________________
Santa J. Ono, President

Please contact OGC @ 558-3485 with questions
UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE AND UNIVERSITY OF CINCINNATI
MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") made and effective as of 17 MAY 2013 ("Effective Date") is entered into by and between the University of Cincinnati Research Institute ("UCRI") with a principal place of business at University Hall, Suite 540, 51 Goodman Dr., Cincinnati, OH 45212 and the University of Cincinnati, a state institution of higher education organized under Section 3361 of the Ohio Revised Code ("University") having an office at University Hall, Suite 540, 51 Goodman Dr., Cincinnati, OH 45212.

WHEREAS, UCRI and University have executed an affiliation agreement ("Affiliation Agreement");

WHEREAS, the UCRI and University desire a mutually cooperative program under which UCRI may arrange for University Employees to perform projects as directed by UCRI;

WHEREAS, the projects contemplated by this Agreement are of mutual interest to University and to UCRI, and will further the instructional and research objectives of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution.

NOW, THEREFORE, UC and UCRI (individually referred to as a "Party" and collectively referred to as the "Parties") in consideration of the premises and mutual covenants herein contained agree to the following:

1. Definitions

1.1. "UCRI Project" is an undertaking to which the Parties have mutually agreed in writing using the form attached hereto as Exhibit A ("Project Form").

1.2. "Principal Investigator" or "PI" is the person, designated by University, and accepted by UCRI, who is directly responsible for executing, directing, overseeing, delivering, and reporting a UCRI Project under this Agreement.

1.3. "Intellectual Property" means all technical information, inventions, trade secrets, patents, copyrights, trademarks, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes, specimens, biological materials, software, designs, drawings, sketches and other proprietary ideas, whether or not patentable or copyrightable.

1.4. "Background Intellectual Property" means individually and collectively all Intellectual Property that is assigned to University by a University Employee prior to the University Employee’s performance of a UCRI Project.

1.5. "UCRI Employee" means any person employed only by UCRI and not by University.

1.6. "University Employee" means any person who is a University employee, faculty member or student as defined in Ohio R.C. 3345.14.

1.7. "Project Intellectual Property" means individually and collectively all Intellectual Property conceived of and/or made during a Project by a University Employee either solely or jointly with a UCRI Employee and/or a Sponsor. Nothing herein shall cause Background Intellectual Property to ever be considered Project Intellectual Property.

2. Term

This Agreement shall be effective as of the Effective Date and shall extend for a period of five (5) year(s) or until the termination date of all the UCRI Projects, whichever last expires (the "Term"), unless terminated earlier by either party pursuant to Article 8 of this Agreement.

3. UCRI Project Form
3.1. UCRI will submit a Project Form to UC for each Project proposed. Such Project Form shall be substantially similar to Exhibit A and include the following information:

3.1.1. **Title**. The Project Title will be descriptive and, to the extent practicable, be non-confidential.

3.1.2. **Sponsor**. The Project Sponsor will be identified by name and contact information. A Sponsor is a third party that, by agreement with UCRI, is requesting performance and contributing financially, in-kind or otherwise to a specific Project.

3.1.3. **Statement of Work**. The Statement of Work will briefly describe activities to be performed as part of the Project and include timing and description of any expected reports and/or physical material(s) to be produced during or at the end of the Project ("Deliverables").

3.1.4. **Budget**. The total budget for a Project shall be set forth on the Project Form and include the following:
- 3.1.4.1. Personnel costs;
- 3.1.4.2. Non-Personnel costs; and
- 3.1.4.3. Facilities and Administrative Costs.

3.1.5. **Period of Performance**. The Project Form shall specify a proposed beginning date and a proposed ending date for the Project. The Project Form shall also set forth any milestone dates upon which Deliverables may be due.

3.1.6. **Personnel**. The Project Form shall identify and provide contact information for at least the Principal Investigator and all other University Employees participating in the Project.

3.1.7. **Background Intellectual Property**. University will, on the Project Form, fully identify at least by inventor(s), applicant, title, and serial number all University Background Intellectual Property that is or may reasonably expected to be used during a Project, and shall include in-force and geographic status and expiration date of each. University will enumerate all restrictions or other limitations on UCRI’s use of said Intellectual Property, including but not limited to existing licenses or field restrictions related to the grant of an exclusive license to an outside party.

3.1.8. **Facilities and Equipment**. The Project Form shall identify any and all facilities where the Project shall take place as well as list UC equipment that will be used in the Project.

3.1.9. **Controlled Nature of the Project**. The Project Form shall identify whether the Project shall contain any restrictions on the work, including whether the work is Export Controlled or Classified.

4. **UCRI Project Performance**

4.1. University shall commence each UCRI Project promptly after the effective date of the UCRI Project and upon payment by UCRI of any funds owed, and shall use best efforts to conduct such UCRI Project in accordance with the terms and conditions of this Agreement including but not limited to meeting Period of Performance deadlines and milestone deadlines, if any. UCRI acknowledges that University and the PI shall have the freedom to conduct and supervise a UCRI Project in a manner consistent with the University’s research mission. This Agreement shall not be construed to limit the freedom of individuals participating in a UCRI Project to engage in any other research.

4.2. Because during the Term of this Agreement changes in the direction, timing, deliverables, and/or scope of a UCRI Project may be required, and UCRI agrees any such changes will be in writing as an amendment to the relevant UCRI Project and agreed to by mutual consent of the Parties by their authorized representatives, such consent not to be unreasonably withheld.
4.3. If the services of the PI of a UCRI Project become unavailable to University for any reason, University, in consultation with UCRI, shall be entitled to designate another member of its faculty, who if acceptable to both Parties, will serve as the PI of such UCRI Project. This acceptance is not to be unreasonably withheld. If an agreed-upon substitute PI is not designated within fifteen (15) business days after the original PI ceases his or her services under this Agreement, UCRI may at its option terminate the relevant UCRI Project.

5. Costs

5.1. UCRI will pay University the amounts described in each UCRI Project Form.

6. Publications

6.1. Notwithstanding anything to the contrary, UCRI recognizes that the results of a UCRI Project must be publishable and agrees that researchers engaged in a UCRI Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of a UCRI Project, provided, however, that UCRI and Sponsor, if appropriate, shall have been furnished copies of any proposed publication or presentation at least forty-five (45) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. In the event that UCRI and/or Sponsor requests deferment of such publication or presentation, University shall refrain from making such publication or presentation for a maximum of sixty (60) days from the date of receipt of such objection until sufficient intellectual property protection is in place.

7. Licensing Intellectual Property Rights

7.1. During the Period of Performance of a UCRI Project, and notwithstanding Affiliation Agreement §3.3, University shall grant UCRI a royalty-free nonexclusive license to Background Intellectual Property sublicensable to any Sponsor for purposes of carrying out the Statement of Work. Such license and sublicense shall not include the right to make, have made, use and sell products using or incorporating Background Intellectual Property for commercial use.

7.2. University agrees, to the extent such rights are available, to grant to UCRI and/or a Sponsor as UCRI directs, a first option to negotiate to acquire a royalty-bearing license to practice Background Intellectual Property to make, have made, use and sell products using or incorporating Background Intellectual Property that shall last until ninety (90) days after the end of a UCRI Project.

7.3. Disposition of the Project Intellectual Property shall be determined by UCRI and Sponsor. Provided however UCRI shall have no right except that defined in Article 7.1 to grant any rights in Background Intellectual Property and except that UCRI shall reserve or otherwise obtain for UC a royalty-free, perpetual non-exclusive license to make, have made, and use Project Intellectual Property and any improvement thereon for research and educational purposes.

7.4. UC agrees to perform or cause their employees to perform such lawful acts and to sign such further documents related to the Project Intellectual Property as UCRI may reasonably request to effectuate fully this Agreement and to otherwise perfect the Project Intellectual Property, including executing any Assignments and/or inventor declarations necessary to establish ownership, inventorship, and/or the date of invention.

8. Termination Of Project

8.1. In the event that either Party commits a material breach of its obligations under a specific UCRI Project under this Agreement and fails to cure that breach within ten (10) business days after receiving written notice thereof, the other Party may terminate that specific UCRI Project immediately upon written notice to the Party in breach, i.e., termination with cause. A material breach includes, but is not limited to, failure to timely perform under the Period of Performance and a change in PI.
8.2. UCRI may terminate a UCRI Project under this Agreement without cause upon sixty (60) days prior written notice. In the event UCRI terminates a project without cause, UCRI shall pay University for all financial obligations which are non-cancelable, and shall use best faith efforts to honor stipend and/or tuition obligations to Graduate Students and/or Post-Doctoral employees through the remainder of the current semester/quarter.

9. **Termination of Agreement**

9.1. Either Party may terminate this Agreement without cause upon sixty (60) days written notice. Termination of this Agreement shall not cause termination of any active UCRI Project unless such UCRI Project is terminated pursuant to Section 8.1 or 8.2.

9.2. Termination of this Agreement by a Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement. Notwithstanding the foregoing, UCRI's rights under Article 7 shall terminate upon early termination of this Agreement at UCRI's request or as a result of UCRI’s uncured default or breach of this Agreement.

10. **Disclaimer of WARRANTIES; Indemnification:**

10.1. UNIVERSITY 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 A UCRI PROJECT, OR THE CONDITION OF ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF A UCRI PROJECT OR ANY SUCH INVENTION OR PRODUCT, OR ANY ACTIVITY PERFORMED OR DELIVERABLE PROVIDED HEREUNDER SHALL BE FREE OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS. UNIVERSITY SHALL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY UCRI OR ANY OTHER PERSON RESULTING FROM A UCRI PROJECT OR THE USE OF ANY SUCH INVENTION OR PRODUCT.

11. **General Provisions**

11.1. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Ohio. Any action brought to enforce this Agreement shall be brought in Ohio.

11.2. In the event of any conflict in terms between documents relating to this Agreement, exhibits attached hereto, or grants hereunder, the terms of this Agreement will govern, except to the extent that such other document expressly contemplates superseding the terms of this Agreement and such other document is executed by authorized representatives of both parties.

11.3. UCRI will not disclose or provide to any employee or agent of University any information subject to the licensing provisions of the International Traffic in Arms Regulations (ITAR) under 22 CFR §§ 120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730-774, without the prior written notice to and advance approval by an authorized representative of University.

11.4. UCRI will not use the name of University, nor of any member of University’s staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of UCRI, nor any employee of UCRI, in any publicity without the prior written approval of UCRI. UCRI, not University, will report Projects and Sponsors in all reports, and will do so only by generic descriptions. UCRI, not University, will identify Project funding amounts in such reports.
10.5 A default by UCRI of this or the Affiliation Agreement shall be deemed a default under all other agreements with University.

11.4. Neither Party shall be responsible to the other Party 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 either Party.

11.5. Neither Party may assign this Agreement without the prior written consent of the other party.

11.6. Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, facsimile transmission, or email addressed to the parties as follows:

Administrative for University:

University of Cincinnati
Sponsored Research Services
University Hall, Suite 530
51 Goodman Drive
P.O. Box 210222
Cincinnati, Ohio 45221-0222

Phone: (513) 558-5540
Fax: (513) 556-4346
E-mail: gallowdj@ucmail.uc.edu
Attn: Deborah Galloway, Associate Vice President, Research Operations and Management

Administrative for UCRI:

University of Cincinnati Research Institute
University Hall, Suite 540
51 Goodman Drive
Cincinnati, Ohio 45212

Phone: 513-558-0026
E-mail: ballws@ucmail.uc.edu
Attn: William S. Ball, Interim CEO and Ex-officio Board Member

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the Effective Date.

University of Cincinnati

By: [Signature]
Name: Charles E. Duke IV, Esq.
Assistant General Counsel
Assistant Contracting Officer

University of Cincinnati Research Institute

By: [Signature]
Name: William S. Ball
Exhibit A
UCRI-UC Project Form

UCRI Project # ____________

Project Title: _____________________________________________

Project Sponsor:

Company Name: ___________________________________________

Address: _________________________________________________

_____________________________________________________________________

Contact Name: _____________________________________________

Contact Phone: _____________________________________________

Contact E-mail: _____________________________________________

Invoices sent to:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

Sponsor – UCRI Master Agreement Attached: ______

Statement of Work including Deliverables and Milestones Attached: ______

Total Project Cost: _____________________________________________

Project Period: _______ to _______

Personnel:

University Consultant Principal Investigator Responsible: __________

University Collaborative Consultants:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

7
Background Intellectual Property:

Project Sponsor: (None _____)

University: (None _____)

Site of Project:

University Facilities and Equipment Utilized on Project:

Controlled Nature and or restrictions on the Project:

<table>
<thead>
<tr>
<th>University</th>
<th>Sponsor</th>
</tr>
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<tbody>
<tr>
<td>By: ________</td>
<td>By: ________</td>
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<td>Name:</td>
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</table>
Payments to the University of Cincinnati

Payments will be based on an Invoice (Will have an invoice number) Checks with the invoice number should be sent to:

University of Cincinnati
College of ____________
P.O. Box ____________
Street Address: ____________
Cincinnati, Ohio ____________

For questions regarding invoice contact:

Name: ____________
Phone: ____________
E-mail: ____________
Sponsor - UCRI Master Agreement #
Statement of Work including Deliverables and Milestones Attached: