

**SPONSORED RESEARCH AGREEMENT**

AGREEMENT (Agreement), effective as of \_\_\_\_\_, between THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, a New York corporation ("Columbia"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Company")

WITNESSETH:

WHEREAS, Columbia has established a laboratory directed by \_\_\_\_\_, to conduct certain scientific research in the public interest; and

WHEREAS, the Company wishes to provide financial support for such research, described in Section 1, and in order to obtain certain rights with respect to the results of the research;

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

1. Conduct of Research. Columbia will conduct research in a laboratory at its \_\_\_\_\_ campus, under the direction of \_\_\_\_\_ ("Principal Investigator") in accordance with the proposal set forth in Exhibit A hereto ("Research").

2. Support for the Laboratory. During a \_\_\_\_\_ year period (the "Research Period") beginning on the date of this Agreement, the Company will pay a total of \$ \_\_\_\_\_ .00 US to Columbia for the support of the Research, payable to Columbia semi-annually, in advance. The first payment will be due within ten (10) days after the date of this Agreement with subsequent payments due every six (6) months thereafter. Checks shall be drawn to the account of The Trustees of Columbia University in the City of New York, and mailed to the following address. Please indicate the sponsor's name, the investigator's name, and the sponsored project account, if known.

Columbia University – Sponsored Projects Finance  
P.O. Box 1505  
New York, NY 10008-1505

**(Do not use the above address for correspondence to Columbia University.)**

Alternatively, Company may pay by wire transfer of immediately available funds to:

Account Title: The Trustees of Columbia University  
Account #: 2000030015225  
ABA Routing Number for Domestic Wires: #026012881  
Routing/Transit Number for International Wires: #026005092

Wells Fargo Bank  
12 East 49th Street  
New York, NY 10017

**(The above address is the bank's address not Columbia University's. Do not use this address for correspondence to Columbia University.)**

Columbia shall discuss, if the Company so requests, budgetary matters with the Company, but reserves the sole right to make the final determination regarding allocation of resources and expenditures under the research project. Columbia may reallocate the amounts set forth in each category in Exhibit A, provided the total remains the same.

3. Reports of Research; Confidentiality.

a. Columbia Technology Ventures will make a report to the Company with respect to any new and useful invention, process, machine, manufacture or composition of matter conceived of or first reduced to practice during the term of this Agreement in the performance of Research hereunder ("Invention") reported to it by the Principal Investigator, or an individual working under his or her direction ("Invention Disclosure Report").

b. Columbia Technology Ventures will furnish the Company periodically, subject to the reasonable discretion of the Principal Investigator, with a written report summarizing Research activity reported to Columbia Technology Ventures but not previously reported pursuant to Section 3(a) hereof ("Research Information Report"), which shall include a summary of information and materials developed in the course of Research hereunder, but which does not constitute an Invention ("Research Information"). Columbia will furnish the Company with a final report of the Research within ninety (90) days following the end of the Research Period.

c. The Company will treat as confidential all Invention Disclosure Reports and Research Information Reports, as well as any other reports, information and materials furnished hereunder which Columbia has designated as "Confidential". Except to the extent permitted under a license agreement entered into pursuant to Section 4 hereof, for the term of this Agreement and five (5) years thereafter, the Company will not disclose or make available any information disclosed in such Invention Disclosure Reports and Research Information Reports and other confidential reports, information, and materials to any third party without Columbia's written permission and will use Inventions and Research Information only for the purposes of evaluating its interest in licensing the Inventions or Research Information.

d. Columbia may, but is not obligated to, receive confidential information from the Company. Columbia will not disclose or make available confidential information received from the Company to third parties without the Company's written permission for the term of this Agreement and five (5) years thereafter. Columbia's obligations under this paragraph apply only to information which the Company has designated in writing as "Confidential" and which the Company submits so marked to Columbia Technology Ventures.

e. The obligations of confidentiality under this Section 3 do not apply to any information which: was known to the party receiving the information prior to receipt thereof from the other party, was or becomes a matter of public information or publicly available through no act or failure to act on the part of the party receiving the information, is acquired by the party receiving the information from a third party entitled to disclose the information to it; or either party develops independently as evidenced by such party's contemporaneous written documentation.

#### 4. Company Licenses; Indemnification.

a. Subject to any limitations imposed by law or by the terms of any grant, contract, or cooperative agreement, the Company, conditioned upon its compliance with the patent reimbursement provisions of Section 5(c) of this Agreement, will be entitled to enter into good faith negotiations with Columbia with respect to a license agreement to any Invention (on an exclusive or a non-exclusive basis) or Research Information (on a non-exclusive basis) which will include (but are not limited to) the following terms and conditions in form and substance which are mutually satisfactory to the parties, and in compliance with the published research and patent policies of Columbia: Grant of license, Field of use/territory, License fees, Equity consideration, Running royalties/minimum royalties on use of patents, patent applications, and know-how, Milestone payments, Rights to sublicense and sharing of sublicensee royalties and other payments, Best efforts/diligence requirements, Reimbursement for patent prosecution and maintenance by Columbia, Columbia control of patent enforcement and maintenance, Protection against infringement by competitors, Indemnification of Columbia, Insurance for the benefit of Columbia, Term/Termination, Academic freedom/reservation of rights to Columbia for academic and educational research purposes and right to publish, Disclaimer of representations and warranties by Columbia, Limitation of Columbia liability, Compliance with terms of grants, contracts or cooperative agreements, Prohibition on use of name, Conformity with the statutes and regulations of Columbia, and Conformity with all applicable laws and regulations.

b. Columbia is free to enter into a licensing agreement for any Invention or Research Information with any other person or entity if the Company does not give notice of commencement to negotiate a license with respect to any Invention or Research Information and the parties are unable, after good faith negotiations, to reach

agreement on the terms of the license agreement within 180 days after receipt of an Invention Disclosure Report or Research Information Report.

c. Subject to the Company's rights described in subsection (a) of this Section

4, Columbia will have sole right, title, and interest to any Inventions and Research Information.

d. Ownership of any new and useful invention, process, machine, manufacture or composition of matter conceived of or first reduced to practice during the term of this Agreement and in the performance of the Research hereunder will be determined according to the obligations of each inventor to their respective institution or employer. Inventorship of inventions shall be determined according to U.S. patent law. The parties agree to negotiate in good faith any decisions regarding the filing, prosecution and commercialization of any jointly owned intellectual property developed under this Agreement, which shall be memorialized in a separate document executed by both parties.

e. Subject to the Company's rights described in subsection (a) of this Section 4 and except for the purpose of evaluating its interest in licensing the Inventions and Research Information, the Company will have no right to use Inventions and Research Information for any other purpose whatsoever, and will indemnify, defend and hold Columbia harmless from and against any and all actions, suits, claims, demands, prosecutions, liabilities, costs, expenses, damages, deficiencies, losses or obligations (including attorneys fees) based on or arising out of its use of Inventions and Research Information. The Company will reimburse Columbia for the cost of enforcing this provision.

#### 5. Patent Prosecution.

a. Within thirty (30) days of receiving an Invention Disclosure Report under Section 3(a), the Company will advise Columbia in writing whether it wants a patent application to be made with respect to such Invention. In the event that Company does not advise Columbia in writing within such time period, Company will be deemed to have agreed that it wants Columbia, in its reasonable discretion, to file and prosecute patent applications (both domestic and international) with respect to such Invention, and that Company shall be subject to the patent reimbursement provisions of Section 5(c), until such times as it advises Columbia in writing otherwise. However, in no event shall such patent applications, or Company's written advisement, constitute, nor be deemed to constitute, any grant of right to Company to exploit or otherwise make, use, or sell such Invention in the absence of the execution of a license to such Invention pursuant to Section 4(a) of this Agreement.

b. If the Company agrees, or has been deemed to agree, that it wants applications for patents to be made, Columbia will prepare, file and prosecute such applications in Columbia's name and in countries designated by the Company (or in those countries reasonably determined by Columbia in the case where Company has been deemed to consent to such patent filing and prosecution).

c. Company understands and specifically agrees that the Company will promptly reimburse Columbia for all the reasonable expenses Columbia has incurred and will pay expenses incurred in the future (until such time as Company no longer retains its right to negotiation under Section 4) in so filing and prosecuting such applications, including attorneys' fees, taxes, annuities, issue fees, working fees, maintenance fees and renewal charges.

d. If the Company does not wish to have a patent application filed or prosecution continued with respect to an Invention in a particular country or countries, Columbia may file such application or continue prosecution at its own expense, and Columbia will be free to enter into a licensing agreement for or otherwise dispose of its patent rights in such Invention for the countries for which Columbia has filed such applications or continued such prosecution at its own expense with any other person or entity on any terms.

6. Columbia Governance of the Research; Title to Property; Company an Independent Contractor. Columbia will be solely responsible for the governance of the Research conducted under this Agreement. Professional and other staff working on the Research will be employees of Columbia appointed in accordance with and subject to Columbia's policies and procedures with respect to faculty and other personnel. Title to all equipment acquired by Columbia to perform the Research and all equipment, materials, and other tangible results of the Research will vest in Columbia upon acquisition. The Company is not an agent, joint venturer or partner of Columbia.

7. Project Disclosure; Freedom of Publication. All individuals conducting Research under this Agreement and working under the supervision of the Principal Investigator, including the Principal Investigator ("Researchers"), will be required to comply with the project disclosure and publication conditions described in this Agreement. Columbia Technology Ventures will use its reasonable efforts to deliver to the Company copies of the scientific articles, papers and abstracts it receives from Researchers (in addition to any Invention Disclosure Reports and Research Information Reports, as provided in Sections 3(a) and 3(b) hereinabove, respectively), and the Company shall have thirty (30) days from the date drafts of proposed abstracts of scientific articles and papers are sent to the Company before the Researcher(s) submit such proposed abstracts of scientific articles and papers for publication. The Company will review the proposed publications, and, if it can do so without compromising its present or potential patent rights, waive all or a portion of the review period set forth herein. The Company will

review portions of proposed publications, as they are made available, and will conduct its review of such portions in a manner comparable to its review of complete proposed publications. At the end of the review period set forth herein, the authors will have the right, in their sole discretion, to submit for publication such scientific articles, papers and abstracts. If Columbia desires to publish such scientific articles, papers and abstracts prior to the expiration of the review period set forth herein, it may do so provided that it files for a patent prior to such publication. If the Company later elects to license such patent pursuant to Section 4, it will reimburse Columbia for the expenses incurred in filing for the patents.

The Company acknowledges that Columbia is dedicated to free scholarly exchange and to public dissemination of the results of its scholarly activities. Except for Columbia's obligations set forth in Sections 3 and 7, nothing in this Agreement shall restrict the right of Columbia and its faculty and other employees to publish, disseminate or otherwise disclose the Research.

8. Export Control Laws

a. Company agrees to comply with U.S. export laws and regulations pertaining to the export of technical data, services and commodities, including the International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.), the Export Administration Regulations (15 C.F.R. § 730 et seq.), the regulations administered by the Treasury Department's Office of Foreign Assets Control (31 C.F.R. § 500, et seq.), and the Anti-Boycott Regulations (15 C.F.R. § 760). The parties shall cooperate with each other to facilitate compliance with these laws and regulations.

b. Company understands that sharing controlled technical data with non-U.S. persons is an export to that person's country of citizenship that is subject to U.S. export laws and regulations, even if the transfer occurs in the United States. Company shall obtain any necessary U.S. government license or other authorization required pursuant to the U.S. export control laws and regulations for the export or re-export of any commodity, service or technical data covered by this Agreement, including technical data acquired from Columbia pursuant to this Agreement and products created as a result of that data.

9. Prohibition Against Use of Name. The Company will not use the name, insignia, or symbols of Columbia, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student of Columbia for any purpose whatsoever without Columbia's prior written consent.

10. Term of Agreement.

a. Subject to federal, state, local or internal compliance requirements, this Agreement shall be effective as of the date first set forth above and shall continue in full

force and effect, unless earlier terminated as herein provided, for the Research Period. Columbia does not warrant that the Research will be completed by the end of the Research Period. If, upon expiration of this Agreement, there are unexpended and/or uncommitted funds Columbia shall utilize such unexpended and/or uncommitted funding as it deems appropriate, including continuing work on the Research.

b. Upon 30 days prior written notice either party may terminate this Agreement for a material breach of the Agreement by the other party if such breach has not been cured within 30 days after written notice of the breach has been given.

c. This Agreement shall automatically terminate if either party commits any act of bankruptcy, becomes insolvent, is unable to pay its bills as they become due, files a petition under any bankruptcy or insolvency act or has any such petition filed against it.

d. The Company's obligations under Sections 3, 4 and 9 and, except for termination because of the Company's default, the Company's rights under Section 4 shall survive the termination of this Agreement. On termination of this Agreement because of the Company's default, the Company will have no further rights hereunder, and all licenses granted pursuant to Section 4 shall automatically terminate on the date of termination of this Agreement.

e. Under no circumstances whatsoever shall the liability of Columbia together with the liability of any of its faculty, officers, employees, students or agents exceed the payments made to Columbia by Company under this Agreement.

11. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if sent by certified mail (return receipt requested), postage prepaid,

if to Columbia, to:                   Executive Director  
Columbia Technology Ventures  
Columbia University  
80 Claremont Avenue, #4F  
Mail Code 9606  
New York, New York 10027

copy to:                                   General Counsel  
Columbia University  
412 Low Memorial Library  
Mail Code 4308  
535 West 116<sup>th</sup> Street

if to the Company, to:

copy to:

or to such other address as a party may specify by notice hereunder.

12. Assignment. This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise), without the written consent of the other party and any attempt to assign without such consent shall be void.

13. Entire Agreement; Execution in Counterparts; Amendment. This Agreement sets forth the entire agreement between the parties and supersedes all previous agreements, written or oral. This Agreement may be signed in counterparts and shall be amended only by an instrument in writing duly executed on behalf of the parties. This Agreement may be executed in counterparts, and by facsimile or electronic transmission.

14. Governing Law; Miscellaneous. This Agreement shall be governed by New York law applicable to agreements made and to be performed in New York. **NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS A PROMISE OR REPRESENTATION BY COLUMBIA TO ACHIEVE ANY SPECIFIC OR USABLE RESEARCH RESULT.** In the event of a conflict between this Agreement and any attachment hereto, the terms of this Agreement will govern.

15. Execution in Counterparts; Facsimile or Electronic Transmission. This Agreement may be executed in counterparts, and by facsimile or electronic transmission.

IN WITNESS WHEREOF, Columbia and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.



**THE TRUSTEES OF COLUMBIA UNIVERSITY  
IN THE CITY OF NEW YORK**

By: \_\_\_\_\_  
Scot G. Hamilton  
Senior Director  
Columbia Technology Ventures  
TTS# \_\_\_\_\_  
RASCAL# \_\_\_\_\_

**[COMPANY]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

I have read the above Agreement and agree to comply with the provisions as they apply to me.

By: \_\_\_\_\_  
Principal Investigator