

MEMORANDUM OF AGREEMENT

1. **EFFECTIVE DATE AND PARTIES:** This Agreement is made to be effective the _____ day of _____ by and between the UNIVERSITY OF GEORGIA RESEARCH FOUNDATION, INC., a corporation duly organized under the non-profit corporation code of the State of Georgia with its principal office in Athens, Georgia, hereinafter referred to as "RESEARCH FOUNDATION," _____, a corporation organized and existing under the Laws of the State of Georgia with its principal offices in _____ hereinafter referred to as "COOPERATOR," for and in consideration of the mutual promises contained herein.
2. **NAME OF RESEARCH:** COOPERATOR desires a research investigation and RESEARCH FOUNDATION is willing to undertake and conduct such a research investigation to be known as _____.
3. **SUBCONTRACT, OBJECT OF RESEARCH, AND RESEARCH INVESTIGATION PLAN:** RESEARCH FOUNDATION shall perform the research investigation through a subcontract with The University of Georgia under the direct supervision of _____, Dept of _____ College of Agricultural and Environmental Sciences, and shall have as its object, _____.
4. **DURATION OF RESEARCH INVESTIGATION:** The research investigation shall commence on the effective date of this Agreement as set forth in paragraph 1, above, and continue through the _____ day of _____.
5. **FUNDS, PURCHASES, AND ACCOUNTING:**
 - (a) COOPERATOR agrees to pay RESEARCH FOUNDATION the sum of _____ dollars as follows: On a reimbursable basis upon the presentation of invoice for actual expenditures. Invoices will be submitted to the COOPERATOR on a quarterly basis. Vouchers for equipment or supplies (excluding labor) in excess of \$100 must be attached to invoices. The funds paid by COOPERATOR to RESEARCH FOUNDATION shall be placed in a restricted account and expended for the object of the research as set forth above in a manner to be determined by RESEARCH FOUNDATION for salaries, wages, fringe benefits, travel, equipment, supplies, etc., as may be reasonably necessary to carry out said research investigation. A budget estimate, Exhibit "A", is attached and incorporated herein by reference.
 - (b) Funds received by RESEARCH FOUNDATION under this Agreement for purchasing equipment and supplies shall permanently vest in The University of Georgia.
 - (c) RESEARCH FOUNDATION will render to COOPERATOR an account of funds spent if requested.
6. **REPORTS AND PUBLICATION:**
 - (a) Brief reports on the progress of said research investigation shall be made from time to time by RESEARCH FOUNDATION to COOPERATOR, and a summary progress report shall be rendered, if requested, on completion of said investigation. Representatives of COOPERATOR may consult directly for technical matters with those individuals employed by the subcontractor, The University of Georgia, who are supervising and performing said investigation during the course of this Agreement.
 - (b) RESEARCH FOUNDATION reserves the right to publish the results of said investigation. Before publishing RESEARCH FOUNDATION shall give COOPERATOR an opportunity to review the manuscript. RESEARCH FOUNDATION shall consider COOPERATOR'S suggested modifications; however, the decision of RESEARCH FOUNDATION as to what the publication shall contain shall be final. Delays to permit patent applications to be filed shall be considered by RESEARCH FOUNDATION when applicable.

- (c) If RESEARCH FOUNDATION elects not to publish the results of said investigation, then COOPERATOR may, with the consent of RESEARCH FOUNDATION, publish them. In such cases RESEARCH FOUNDATION shall be given an opportunity to review the manuscript which shall not be published until approved by RESEARCH FOUNDATION in writing.
 - (d) Publication by either of the parties to this Agreement shall give proper credit to the other party.
 - (e) No commercial brands or trade names shall appear in the publication of the results except such brands or trade names essential in a description of the research, nor shall the name of The University of Georgia or RESEARCH FOUNDATION be used in any way for advertising purposes.
 - (f) Prior to such publication by either party, no publicity shall be given by either party to any of the results of the investigation, except with the written approval of the other party.
 - (g) RESEARCH FOUNDATION and The University of Georgia may at any time after execution of this Agreement publish the following information: COOPERATOR'S name, the name of the research as set forth in paragraph 2 above, the principal investigator's name, and the dollar amount of funding provided by COOPERATOR.
7. **GOVERNMENTAL AGENCIES:** RESEARCH FOUNDATION and COOPERATOR agree to comply with all terms and conditions of applicable governmental statutes and regulations pertaining to inventions, patents, and data rights.
8. **NO INVENTIONS OR CONFIDENTIALITY INFORMATION ANTICIPATED:**
- (a) RESEARCH FOUNDATION and COOPERATOR agree that the research to be performed hereunder by RESEARCH FOUNDATION is not expected to result in any patentable inventions. Notwithstanding the foregoing, RESEARCH FOUNDATION shall be deemed to be the owner of any invention or discovery arising from the performance of this Agreement and shall provide sponsor with a written disclosure of all patentable inventions which directly result from the research performed under this Agreement. COOPERATOR agrees not to use, disclose or permit the use or disclosure of any such patentable invention until the earlier to occur of (i) the issuance of a United States Patent and (ii) the disclosure by RESEARCH FOUNDATION of the patentable invention by publication. RESEARCH FOUNDATION hereby grants COOPERATOR a right of first refusal to acquire a license for the manufacture, sale, and use of any patentable invention which directly results from research performed under this Agreement. Any such license shall be negotiated in good faith by RESEARCH FOUNDATION and COOPERATOR and shall have reasonable royalty and reasonable exclusivity provisions in each case.
 - (b) RESEARCH FOUNDATION and COOPERATOR agree that it is not anticipated that RESEARCH FOUNDATION will provide COOPERATOR with any information which is confidential or proprietary to RESEARCH FOUNDATION. Notwithstanding the foregoing, COOPERATOR agrees not to disclose or permit the use or disclosure of any information received from RESEARCH FOUNDATION which is designated at the time of disclosure as being confidential or proprietary is referred to herein as "Confidential Information."
 - (c) COOPERATOR'S obligations pursuant to subparagraphs (a) and (b) above shall not apply to any patentable invention or any Confidential Information (i) that is voluntarily disclosed to the public by RESEARCH FOUNDATION or has become generally known to the public except for such public disclosure that has been made by or through COOPERATOR without authorization by RESEARCH FOUNDATION; or (ii) that has been independently developed and disclosed by parties other than COOPERATOR or RESEARCH FOUNDATION to COOPERATOR or to the public generally without a breach of any obligation of confidentiality by any such person running directly or indirectly to RESEARCH FOUNDATION; or (iii) that otherwise enters the public domain through lawful means.

9. **INDEPENDENT CONTRACTOR:** RESEARCH FOUNDATION shall perform services hereunder only as an independent contractor and nothing herein contained shall be construed to be inconsistent with its relationship or status. Under no circumstances shall RESEARCH FOUNDATION be considered to be an employee or agent of COOPERATOR. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.
10. **COOPERATOR and RESEARCH FOUNDATION** acknowledge and agree that this Project will be carried out with the assistance of students at the University of Georgia acting under the supervision and direction of the principal investigator.
11. **NOTICES:** All notices of every kind and description whatsoever required or permitted under this Agreement shall be in writing and shall be deemed to have been received when personally delivered or when mailed through the U.S. Postal Service, postage prepaid, as evidenced by a postmarked certificate of mailing for U.S. Mail, or by other similar means for personal delivery such as a signed receipt acknowledging personal delivery, to the party to whom delivery shall be made at the respective, specific addresses as set out in (a) and (b) below:
- (a) All notices to RESEARCH FOUNDATION shall be given or addressed to Dr. David Lee, Executive Vice President, University of Georgia Research Foundation, Inc., Suite 617 Boyd Graduate Studies Research Center, Athens, Georgia 30602; and
- (b) All notices to COOPERATOR shall be given or addressed to:
- _____
- _____
- _____
12. **COMPLETE AGREEMENT, MODIFICATION, AND NON-ASSIGNABILITY:** The Agreement contains the complete agreement between the parties relating to said research investigation and obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing signed by the party to be charged therewith. This Agreement cannot be assigned, sold, transferred or encumbered in any manner by any party hereto without the express written consent of the other party. Any attempt to do so shall be void.

RECOMMENDED BY:

Date of Signature Principal Investigator

Date of Signature Research Leader

Date of Signature Department Head

Date of Signature Associate Dean for Research

Date of Signature J. Scott Angle
Dean and Director

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and caused this Agreement to be duly executed and effective the day, month, and year first above written.

UNIVERSITY OF GEORGIA
RESEARCH FOUNDATION, INC.

Date of Signature
AS EXECUTIVE VICE PRESIDENT
OF UNIVERSITY OF GEORGIA
RESEARCH FOUNDATION, INC.

Date of Signature Witness
Name of Cooperator

Date of Signature Name and Title

Date of Signature Witness

EXHIBIT "B"
UNIVERSITY OF GEORGIA
RESEARCH FOUNDATION, INC.
BUDGET ESTIMATE

PERSONAL SERVICES:

TITLE OF EMPLOYEES:	AMOUNT
	\$
	\$
	\$
	\$
STAFF BENEFITS	\$
TOTAL PERSONAL SERVICES	\$
<u>TRAVEL:</u>	\$
<u>OPERATING SUPPLIES:</u>	\$
<u>EQUIPMENT:</u>	\$
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<u>TOTAL DIRECT COSTS</u>	\$
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<u>TOTAL ESTIMATED COSTS</u>	\$