

GEORGIA TECH RESEARCH CORPORATION
APPLIED RESEARCH MASTER AGREEMENT

Effective Date: _____

Applied Research Master Agreement Number: _____

THIS APPLIED RESEARCH MASTER AGREEMENT (“Agreement”) is made by and between **GEORGIA TECH RESEARCH CORPORATION**, a Georgia corporation, having its principal offices at 505 Tenth Street NW, Atlanta, Georgia, 30332-0420 (“GTRC”) and _____, a _____ corporation having an office and place of business at _____ (hereinafter known as “COMPANY”).

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

Section 0. Preamble.

The purpose of this Agreement is to provide terms and conditions that GTRC and COMPANY (individually “Party”, collectively “Parties”) agree to apply to the performance of research under a Task Order. It is the intention of the Parties that the research contemplated herein, and more specifically described in the Statement of Work, is for the purpose of advancing scientific knowledge and to aid in the scientific education of graduate students through the opportunity to work on industry-relevant research.

The Parties understand and acknowledge that performance of research under this Agreement will be limited to certain facilities of the Georgia Institute of Technology (“GIT”) based on the operating guidelines provided by the Internal Revenue Service of the United States.

This Agreement is not intended to be used as the contractual mechanism for “flow-through” funding to GTRC from federal government agencies.

Further, the Parties understand and agree that the terms and conditions of this Agreement are specific to this Agreement and the research described in the Statement of Work and will not necessarily be used as precedent for any other sponsored research agreement that the Parties may enter into in the future.

Section 1. Definitions.

- 1.1 “Task Order” means the document that authorizes performance of specific research under this Master Agreement. Task Order shall use the sample format provided in Attachment A and will include a scope of work as provided for in Section 5.1.
- 1.2 “Research Project” means research to be performed under a Task Order by staff members of GIT, a unit of the University System of Georgia, and/or by staff members of COMPANY as described in a Statement of Work for the Task Order. The Research Project is undertaken on a reasonable effort basis in accordance with the research and educational mission of GIT and GTRC.

- 1.3 “Statement of Work” means the document describing the technical research effort to be performed under a Task Order.
- 1.4 “GTRC” is tax-exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (“Code”) and is a supporting organization of GIT under Section 509(a)(3) of the Code. GTRC was formed for the purpose of entering into sponsored research contracts for GIT. GTRC owns and administers intellectual property developed at GIT.
- 1.5 “Staff Members of GTRC” means employees, independent contractors, subcontractors, consultants, student assistants, and students of GTRC and GIT.
- 1.6 “Staff Members of COMPANY” means employees, independent contractors, subcontractors, and consultants of COMPANY.
- 1.7 “Project Intellectual Property” means any intellectual property, including without limitation any inventions, improvements, and discoveries, including all computer software, works, material, and data, whether protectable by patent, or copyright created and/or first reduced to practice in the course of performance of work under a Task Order or other work performed under this Agreement.
- 1.8 “Background Intellectual Property” means all GTRC, COMPANY, and third party intellectual property, including but not limited to inventions, patents, trademarks, copyrights, computer software, and tangible analysis techniques created and/or first reduced to practice prior to or outside the scope of this Agreement or any Task Order.
- 1.9 “Project Background Intellectual Property” means all GTRC and COMPANY intellectual property, including but not limited to inventions, patents, trademarks, copyrights, computer software, and tangible analysis techniques conceived and/or first reduced to practice either prior to or outside the scope of this Agreement or any Task Order solely by Staff Members of GTRC and/or Staff Members of COMPANY performing under a Task Order. Project Background Intellectual Property shall be itemized as an attachment to each Task Order as applicable.
- 1.10 “GTRC Sole Intellectual Property” means individually and collectively all Project Intellectual Property that is created and/or first reduced to practice solely by GTRC Staff Members.
- 1.11 “COMPANY Sole Intellectual Property” means individually and collectively all Project Intellectual Property that is created and/or first reduced to practice solely by COMPANY Staff Members.
- 1.12 “Joint Intellectual Property” means individually and collectively all Project Intellectual Property that is created and/or first reduced to practice jointly by Staff Members of GTRC and COMPANY.
- 1.13 “Fields of Use” means one or more fields specifically defined in a Task Order and, in general, may include: _____
- 1.14 “Proprietary Information” means any data or information having commercial value which may include but not be limited to data, databases, product plans, strategies, forecasts, research procedures, marketing techniques and materials, customer names and

other information related to customers, price-lists, pricing policies, and financial information which the Parties consider sensitive and which is not generally known to the public.

Section 2. Term.

2.1 The term of this Agreement is ____ (__) years from the Effective Date and may be renewed by written agreement of the Parties. Each Task Order under this Agreement shall indicate the term of such project. To the extent that a particular Task Order continues beyond the expiration date of this Agreement, this Agreement shall be automatically extended to be co-terminous with respect to such Task Order only.

Section 3. Compensation and Expenses; Contract Cost Limitation.

3.1 The cost limitation for each Task Order shall be specified in the Task Order issued under this Agreement (“Contract Cost Limitation”). GTRC reserves the right to modify its direct and indirect rates effective July 1, each year.

3.2 For a period up to the term of this Agreement, as specified in Section 2.1, COMPANY will reimburse GTRC the actual direct and indirect costs incurred by GTRC in the performance of the Research Project up to the Contract Cost Limitation.

3.3 For each Task Order, COMPANY shall make an advance payment of twenty-five percent (25%) of the Contract Cost Limitation of the Task Order. The advance payment shall be applied towards payment of the final invoice. On a monthly basis, GTRC will submit its invoices to COMPANY for Research Projects performed under this Agreement, including direct and indirect costs. COMPANY agrees to pay each invoice within thirty (30) days of the invoice date. Any invoice not paid within thirty (30) days of the invoice date will be considered delinquent and subject to one and one-half percent (1.5%) per month fee for each month or fraction thereof, until payment is received.

COMPANY

BILLING ADDRESS:

Attention:

Title:

Phone Number:

Fax Number:

Billing Reference Number:

- 3.4 COMPANY agrees to pay up to the Contract Cost Limitation and Intellectual Property Fee (defined in Paragraph 8.2), as may be applicable. GTRC will not invoice COMPANY for any amount in excess of the Contract Cost Limitation for a Task Order without first obtaining COMPANY'S approval. COMPANY will make payments to:

GEORGIA TECH RESEARCH CORPORATION
P.O. Box 100117
Atlanta, GA 30384-0117

For electronic payments:
Georgia Tech Research Corporation
c/o Bank of America
600 Peachtree Street NE
Atlanta, GA 30308
Account No. 0100825661
ABA No. 061000052

- 3.5 GTRC may choose to discontinue performance under any and all current Task Orders if COMPANY fails to pay any GTRC invoice within the time specified above. GTRC will not be obligated to incur costs in excess of the Contract Cost Limitation.

Section 4. Reports.

- 4.1 For each Task Order, GTRC will provide COMPANY a final report summarizing the results.

Section 5. Task Order Authorization.

- 5.1 Each Task Order for performance of a Research Project conducted under this Agreement shall be substantially in the form of the template Task Order, attached hereto as Attachment A.
- 5.2 GTRC shall provide a completed and signed copy of each Task Order to the COMPANY contractual contact identified in Section 16 for authorization of the Task Order. Upon receipt of authorization, GTRC shall allocate the appropriate funds and proceed with the Research Project. Authorization by COMPANY of a Task Order shall constitute authorization of the entire scope and yearly funding of that Task Order.
- 5.3 Any changes to the Research Project that significantly alter the scope of the research, alter the deliverables, or affect the yearly budget of the Research Project shall require a change to the Task Order and reauthorization by COMPANY.

Section 6. Publicity.

- 6.1 Each Party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other Party without the prior written approval of the other Party, provided however that GTRC and GIT may include COMPANY'S name and the Research Project title in listings of research sponsors. The provisions of this Section shall survive termination of this Agreement.

Section 7. Proprietary Information and Confidentiality.

- 7.1 In the course of performing under this Agreement, COMPANY may disclose to GTRC COMPANY Proprietary Information, and GTRC may disclose to COMPANY GTRC Proprietary Information pursuant to proposing to or soliciting from the other Party research proposals and performing Research Projects by one or more Parties as set forth in approved Task Orders (hereinafter referred to as “Purpose”).
- 7.2 GTRC agrees to hold in confidence and not disclose any and all COMPANY Proprietary Information received from COMPANY hereunder. COMPANY agrees to hold in confidence and not disclose any and all GTRC Proprietary Information received from GTRC hereunder. The confidentiality obligations of each Party receiving Proprietary Information shall extend for three (3) years from the Effective Date of a Task Order. Unless otherwise permitted by this Agreement, each Party shall use the Proprietary Information only for and to the extent required to accomplish the Purpose under this Agreement. The Parties shall only disclose the Proprietary Information to those Staff Members that have a legitimate business need for such information and only for and to the extent required to accomplish the Purpose of this Agreement or to exercise the rights granted under this Agreement. Notwithstanding the foregoing, GTRC may disclose Proprietary Information to GIT provided that GIT is obligated to GTRC under terms at least as restrictive as those contained in this Agreement not to disclose Proprietary Information to any other third party. Either Party may disclose the other Party’s Proprietary Information to its affiliates, contractors, and consultants that are under a written obligation of confidentiality no less restrictive than contained herein to the extent necessary to accomplish the Purpose of this Agreement.
- 7.3. Written information exchanged hereunder shall be clearly marked with an appropriate stamp or legend “Proprietary Information”. Markings such as “In Confidence”, “Proprietary”, “GTRC Use Only”, or “COMPANY Use Only” shall be sufficient. Non-written information exchanged hereunder shall only be considered Proprietary Information if, at the time of such disclosure, the Proprietary Information being disclosed is identified as proprietary and the disclosing Party provides the receiving Party with a writing which clearly identifies the nature and content of the disclosed information within thirty (30) days after such disclosure.
- 7.4 Neither Party shall be liable to the other Party for the disclosure of Proprietary Information that:
- a. is published or otherwise in the public domain through no fault of the receiving Party; or
 - b. can be demonstrated by the receiving Party to have been in its possession prior to receipt under this Agreement; or
 - c. is obtained by the receiving Party without restriction from a third party; or
 - d. is independently developed by the receiving Party by individuals who have not had either direct or indirect access to such information; or
 - e. is disclosed by the receiving Party to a third party with the written approval of the disclosing Party without any restriction.

- 7.5 The receiving Party shall, at the disclosing Party's written request or upon expiration or upon termination of this Agreement, promptly return or destroy all materials, and/or samples furnished under this Agreement and issued Task Orders, including all copies thereof. The receiving Party shall have the right to retain one (1) copy of such written information in its files for record purposes only.
- 7.6 In furnishing any information hereunder, the disclosing Party makes no warranty, guarantee, or representation, either expressed or implied, as to its adequacy, accuracy, sufficiency, or freedom from defects or that the use or reproduction of any information shall be free from any patent, trade secret, trademark, or copyright infringement. The disclosing Party shall not be liable for damages of whatever kind or for any costs, expenses, risks, or liabilities as a result of the other Party's receipt or use of or reliance on any such information furnished hereunder.

Section 8. Intellectual Property.

8.1 Intellectual Property Rights.

- a. Background Intellectual Property Rights. All Background Intellectual Property is the separate intellectual property of COMPANY or GTRC respectively, and is not affected by this Agreement. This Agreement shall not be construed as implying that either Party hereto shall have the right to use Background Intellectual Property of the other in connection with this Agreement, or any Task Order issued under this Agreement, except as otherwise provided in a Task Order.
- b. GTRC Sole Intellectual Property Rights. All right, title, and interest to all GTRC Sole Intellectual Property shall be owned solely and exclusively by and vest entirely in GTRC.
- c. COMPANY Sole Intellectual Property Rights. All right, title, and interest to all COMPANY Sole Intellectual Property shall be owned solely and exclusively by and vest entirely in COMPANY.
- d. Joint Intellectual Property Rights. All right, title, and interest to all Joint Intellectual Property shall be jointly owned by COMPANY and GTRC.
- e. Upon GTRC's receipt of a written invention disclosure describing any GTRC Sole Intellectual Property or Joint Intellectual Property developed under this Agreement, GTRC shall notify COMPANY in writing and provide all available, pertinent information for evaluation by COMPANY.

8.2. Licensing Rights of Intellectual Property.

- a. Subject to third party rights and this Paragraph 8.2, GTRC shall grant to COMPANY, via a separate confirmatory agreement, an exclusive commercial right to practice, in the Fields of Use, to any GTRC Sole Intellectual Property and/or any GTRC rights and interest in and to Joint Intellectual Property ("Exclusive Commercial Rights"), ***provided that*** COMPANY has paid to GTRC a one-time, non-refundable fee of five percent (5%) of the Contract Cost Limitation per field included in the Fields of Use ("Intellectual Property Fee").

The Intellectual Property Fee shall be billed on a separate invoice upon the initiation of the Research Project.

- b. The Exclusive Commercial Rights will take effect upon the execution of the separate confirmatory instrument and will expire, subject to sub-Paragraph 8.2(c), either:
 - (a) upon the fifth (5th) anniversary of the issuance of the earliest patent, ***provided that*** COMPANY elects to reimburse GTRC for all out-of-pocket fees, costs, and expenses paid or incurred by GTRC in filing for statutory intellectual property protection; or
 - (b) upon the fifth (5th) anniversary of the filing date of the earliest patent application, if COMPANY elects ***not*** to reimburse GTRC for all out-of-pocket fees, costs, and expenses paid or incurred by GTRC in filing for statutory intellectual property protection. In such an instance, GTRC, in its sole discretion, shall decide whether or not to seek statutory intellectual property protection.
- c. Upon the expiration of the Exclusive Commercial Rights, and at COMPANY's written request, GTRC shall grant to COMPANY an option to negotiate a new exclusive license, in the Fields of Use, to any GTRC Sole Intellectual Property or GTRC's rights in and to any Joint Intellectual Property ("Extended License"). The Extended License shall be negotiated in good faith on fair and reasonable terms by GTRC and COMPANY. The period of COMPANY's option shall commence upon the expiration of the Exclusive Commercial Rights and terminate three (3) months thereafter. COMPANY shall exercise its right by written notice to GTRC, prior to the expiration of the three (3) month term, of its desire to obtain an Extended License. If the Parties are unable to reach agreement on the terms and conditions for the Extended License within three (3) months of the exercise of the option, GTRC shall be under no obligation to enter into the Extended License with COMPANY.
- d. GTRC hereby grants to COMPANY an option to negotiate a non-exclusive license in the Fields of Use and subject to any existing third party rights, to any GTRC Project Background Intellectual Property required to practice GTRC Sole Intellectual Property or Joint Intellectual Property. Any such license shall be negotiated in good faith on fair and reasonable terms by GTRC and COMPANY and shall only be in effect during the term of the Exclusive Commercial Rights or Extended License, whichever is longer. COMPANY's option to GTRC Project Background Intellectual Property shall commence upon the expiration and/or termination of the relevant Task Order and expire three (3) months thereafter.
- e. GTRC hereby grants to COMPANY an option to negotiate a license, subject to any existing third party rights and the payment of the Intellectual Property Fee, to any GTRC Sole Intellectual Property and/or GTRC's rights in and to Joint Intellectual Property, in any field other than the Fields of Use ("Other Fields Option"). Any such license shall be negotiated in good faith on fair and reasonable terms by GTRC and COMPANY. The Other Fields Option shall

commence upon the expiration or termination of the relevant Task Order and expire six (6) months thereafter.

- f. COMPANY grants to GTRC a fully-paid non-exclusive license to COMPANY Sole Intellectual Property for internal research and educational purposes only.
- g. Notwithstanding anything to the contrary contained herein, GTRC shall retain for itself and GIT an irrevocable, fully-paid non-exclusive license, to use all intellectual property for research and educational purposes, whether alone or with one or more third parties.
- h. Neither Party may invoke the Cooperative Research and Technology Enhancement (CREATE) Act of 2004, P.L. 108-453, with respect to any invention that is developed pursuant to this Agreement without the prior written consent of the other Party, such consent to include specific reference to the invention for which the benefits of the CREATE Act are claimed.

Section 9. Publication.

- 9.1 GTRC and GIT may catalog and place reports of the Research Project in the GIT Library as to ensure that such results are available to the interested public, and they may issue publications based on the Research Project and use any results non-proprietary to COMPANY in their research and educational programs. GTRC will give COMPANY an opportunity for thirty (30) days prior to any presentation or submission of any publication to review such publication or presentation and, if necessary, request GTRC to delete any reference to COMPANY'S Proprietary Information included in the publication. Furthermore, COMPANY shall have the right to request a delay in publication for up to thirty (30) additional days, if necessary, to allow for filing of patents if such publication contains patentable subject matter. The right of review COMPANY has under this Section shall terminate twelve (12) months from completion of the Research Project. In no event shall any of COMPANY'S Proprietary Information be included in any publication without written authorization from COMPANY.
- 9.2 COMPANY recognizes that the results of the Research Project must be publishable and agrees that Staff Members engaged in the Research 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, results of the Research Project provided, however, that COMPANY shall have been furnished copies of any proposed publication or presentation at least thirty (30) days in advance of the proposed submission of such publication or presentation to a journal, editor, or other third party. In no event shall any such submission disclose COMPANY'S proprietary information. In the event COMPANY identifies patentable subject matter that needs protection and notifies GTRC, GTRC agrees to cooperate to allow the appropriate Party to file patent applications on any patentable subject matter contained in the proposed submission.

Section 10. Indemnity.

- 10.1 COMPANY agrees to and does hereby indemnify, hold harmless, and save from liability GTRC, Staff Members of GTRC, and the Board of Regents of the University System of

Georgia, including their officers and employees, from and against any and all claims, demands and actions arising out of or relating to COMPANY'S commercial use of intellectual property which may be licensed to COMPANY under Section 8 of this Master Agreement.

Section 11. Disclaimer.

- 11.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE RESEARCH TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

Section 12. Limitation of Liability.

- 12.1 The cumulative liability of GTRC to COMPANY for all claims, demands, or actions arising out of or relating to this Agreement, the Research Project to be performed hereunder, and any deliverables resulting therefrom will not exceed the total amount paid to GTRC hereunder during the twelve (12) months immediately preceding such claim, demand, or action. Without limiting the foregoing, in no event shall GTRC be liable for any business expense; machine down time; loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against COMPANY or COMPANY's customers even if GTRC has been advised of the possibility of such claims and demands. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement that may have been breached or have been proven ineffective.

Section 13. Termination.

- 13.1 COMPANY may terminate any Task Order hereunder for any reason upon thirty (30) days written notice to GTRC. Notwithstanding the foregoing, no Task Order shall terminate prior to the expiration of an academic semester if such written termination was for convenience.
- 13.2 GTRC may terminate any Task Order hereunder upon thirty (30) days' prior written notice in the event (i) that GTRC determines that continued performance of the specific Task Order could jeopardize its continued tax-exempt status under the Code or result in a violation of any tax covenants made by GTRC in connection with the issuance of tax-exempt bonds or (ii) of a material breach by COMPANY of any term or provision hereof, provided such breach remains uncured at the end of said thirty (30) day period. Such notice of a breach shall include a reasonable description of the facts surrounding the alleged breach and a proposed course of action to cure said breach.
- 13.3 COMPANY shall pay GTRC any costs which have accrued or been encumbered on any Task Order up to the actual date of termination under this Section and shall not be relieved of the obligation to pay such costs because of termination under this Section.

Section 14. Export Control.

- 14.1. GTRC is subject to United States laws and regulations controlling the export of goods, software, and technology, including technical data, laboratory prototypes, and other commodities, including “deemed exports,” and shall comply with all applicable laws and regulations, including the Arms Export Control Act, the International Traffic in Arms Regulations (“ITAR”), the Export Administration Regulations (“EAR”), and the laws and regulations implemented by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”). Deemed export means any release of technology to a foreign national within the United States. Technology is released for export when it is (i) made available to foreign nationals for visual inspection, (ii) exchanged orally, or (iii) made available by practice or application under the guidance of persons with knowledge of the technology. Diversion contrary to U.S. law is prohibited. The transfer of certain technical data, services, and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by COMPANY that it will not re-export or retransfer the data or commodities to certain foreign countries without prior approval of the cognizant U.S. government agency. While GTRC agrees to reasonably cooperate in securing any license that the cognizant agency deems necessary in connection with this Agreement, GTRC cannot guarantee that such licenses will be granted. Notwithstanding anything to the contrary, if such required export license cannot be responsibly obtained from the concerned government agency, GTRC shall be exempted, without further action or liability, from all its obligations herein to convey any rights in or to intellectual property or otherwise deliver such intellectual property, including but not limited to technical data.
- 14.2 COMPANY agrees to obtain permission from the U.S. government for the retransfer or re-export of any goods, software, and technology that requires such authorization, including to any affiliate or subsidiary of COMPANY. COMPANY will not allow any U.S. origin goods, software, or technology to be used for any purposes prohibited by United States law, including without limitation support for terrorism or for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.
- 14.3 The Parties understand and agree that compliance with all applicable laws and regulations, including the Arms Export Control Act, ITAR, EAR, and the laws and regulations implemented by OFAC which adversely affect a Research Project and/or any deliverables under any Task Order hereunder or grant of intellectual property rights hereunder, shall not constitute a breach of this Agreement.
- 14.4 The provisions of this Section shall survive termination or expiration of this Agreement.

Section 15. Equipment.

- 15.1 COMPANY understands and agrees that GTRC shall hold title in any equipment and materials not expressly made part of a deliverable that GTRC purchases, acquires, or fabricates with funds provided by COMPANY as authorized under this Agreement.

Section 16. Miscellaneous.

- 16.1 All notices and other communication given under this Agreement will be effective five (5) days following deposit in the United States mail, postage prepaid and addressed to the

Parties at their respective addresses set forth below, unless by such notice a different person or address has been designated.

To GTRC for administrative matters:

Office of Industry Engagement
Georgia Tech Research Corporation
505 Tenth Street NW
Atlanta, GA 30332-0420
Attn:
Title: Associate
Telephone:
Fax: 404-894-6992
E-mail:

To COMPANY for administrative matters:

To GTRC for technical matters:

Georgia Institute of Technology
Atlanta, GA 30332-____
Attn:
Title: Project Director
Telephone:
Fax:
E-mail:

To COMPANY for technical matters:

- 16.2 GTRC and COMPANY are and will remain independent contractors and nothing herein will be construed to create a partnership, agency, or joint venture between the Parties for federal and state law purposes. Each Party will be responsible for wages, hours, and conditions of employment of its respective personnel during the term of, and under, this Agreement.
- 16.3 All questions concerning the validity, operation, interpretation, and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Georgia.
- 16.4 The Parties irrevocably and exclusively submit to the jurisdiction of the state and federal courts of or for the State of Georgia, including the related appellate courts in any such action or proceeding, and waive any rights to a jury trial. Personal jurisdiction over the Parties may be obtained by the mailing (postage prepaid) of a summons or similar legal document to the Party's address for notices under this Agreement.
- 16.5 No waiver by either Party, of any breach, of any provision, hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.
- 16.6 This Agreement sets forth the entire agreement and understanding between GTRC and COMPANY and merges all prior discussions between the Parties pertaining to the

subject matter hereof; and neither Party will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof except as expressly provided herein or in writing. This Agreement may not be modified or altered except by a written document executed by authorized representatives of both Parties. No provision contained in any standard form document issued by COMPANY, including but not limited to any purchase order or confirmation order, will be applicable, even if signed by the Parties, unless the Parties also execute a separate document expressly modifying this Agreement to include such provisions.

IN WITNESS WHEREOF, this Agreement has been duly executed by our duly authorized representatives on the day and year set forth below.

COMPANY

GEORGIA TECH RESEARCH CORPORATION

Name: _____

Name: _____

Title : _____

Title : _____

Date: _____

Date: _____

Name: _____

Title : _____

Date: _____

**COMPANY
AND
GEORGIA TECH RESEARCH CORPORATION**

APPLIED RESEARCH TASK ORDER NUMBER _____

Pursuant to the APPLIED RESEARCH MASTER AGREEMENT between _____(COMPANY) and GEORGIA TECH RESEARCH CORPORATION (GTRC) dated _____ and effective until _____, GTRC will undertake this Task Order as follows:

1. Work to be performed shall be in accordance with the scope of work attached.
2. Total estimated cost and not-to-exceed amount for this Task Order (“Contract Cost Limitation”) is \$_____.
3. Project Background Intellectual Property:
4. Period of performance is _____ through _____.
5. Fields of Use for this Task Order shall mean _____.
6. Terms and conditions of the MASTER AGREEMENT apply.

ACKNOWLEDGED AND ACCEPTED:

GEORGIA TECH RESEARCH CORPORATION

COMPANY

By: _____

By: _____

Typed Name: _____

Typed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Typed Name: _____

Title: _____

Date: _____

ATTACHMENT B

CONFIRMATORY LICENSE
Georgia Tech Research Corporation

Title of GTRC Sole Intellectual Property or Joint Intellectual Property:

“ _____ ”

GT Innovators(s): _____

GTRC ID: _____

WITNESSETH

WHEREAS, GTRC during the performance of research under Task Order Number _____ of the Master Research Agreement between GTRC and _____ (“COMPANY”) dated _____, conceived or created GTRC Sole Intellectual Property or Joint Intellectual Property as described in the written description, attached hereto (“Subject Invention”); and

WHEREAS, COMPANY has paid to GTRC an Intellectual Property Fee; and

WHEREAS, pursuant to Paragraph 8.2 of the Master Research Agreement (“Master Agreement”), COMPANY is entitled to certain rights in and to GTRC’s interest in Subject Invention, in accordance with the terms and conditions of the Master Agreement and as confirmed herein; and

NOW, THEREFORE, GTRC, in consideration of the foregoing and the promises contained herein and intending to be legally bound does hereby stipulate and confirm the following:

1. DEFINED TERMS

1.1 Any capitalized term or word used but not defined herein shall have the same meaning as it is defined either in the Master Agreement or Task Order, whichever is applicable.

2. GRANT OF LICENSE

2.1 In accordance with Section 8.2 of the Master Agreement and subject to the terms and conditions herein, GTRC hereby grants to COMPANY and its Affiliates a royalty-free, paid-up worldwide commercial right to practice in the Field of Use (as defined in Task Order Number _____), the Subject Invention. For the purpose of this Paragraph 2.1, “Affiliates” means (i) any corporation, company, or other entity in which COMPANY directly or indirectly owns or controls at least fifty-one percent (51%) of the stock entitled to vote in election of the board of directors or (ii) any corporation, company, or other entity that directly or indirectly owns or controls at least fifty-one percent (51%) of the stock of COMPANY entitled to vote in the election of directors.

2.2 Without limiting the provisions of Section 14 of the Master Agreement and subject to the terms and conditions therein, COMPANY shall not export and/or re-export Subject Invention, or any portion thereof, or allow any sublicensee to do so, without fully and completely complying with any and all United States export or munitions control regulations and laws.

2.3 Notwithstanding anything to the contrary contained herein, GTRC hereby reserves for itself and GIT and irrevocable, worldwide, fully-paid non-exclusive license in and to Subject Invention for educational and research and development purposes, whether alone or with a third party.

3. CONSIDERATION

3.1 Company has paid to GTRC the Intellectual Property Fee in accordance with Section 8.2 of the Master Agreement.

3.2 In consideration of the granting herein of the license as described above, COMPANY shall comply with the terms and conditions set forth in the Master Agreement.

4. NOTICE OF INFRINGEMENT

4.1 COMPANY shall notify GTRC of any known infringement or other unauthorized use of the Subject Invention licensed hereunder.

5. INDEMNITY

5.1 COMPANY hereby indemnifies and holds harmless GTRC, GIT, and the Board of Regents of the University System of Georgia, and their employees, officers, board members and agents (hereinafter "Indemnitees") from and against all claims, suits, liabilities, damages, costs, fees, expenses, or losses arising out of or resulting from COMPANY's performance of this Agreement, including but not limited to any third party claims against Indemnitees for patent, copyright, and/or trademark infringement and/or patent interference, and any damages, losses, or liabilities whatsoever with respect to death or injury to any person and damage to any property arising from the possession, use, or operation of products/services produced or sold by COMPANY or their customers in any manner whatsoever.

6. DISCLAIMER, WARRANTY, AND LIMITATION OF LIABILITY

6.1 DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE TECHNOLOGY, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY OR CLAIMS, OR NONINFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

6.2 In no event shall GTRC be liable for any use by COMPANY of the Subject Invention or any loss, claim, damage, or liability, of whatsoever kind or nature, which may arise from or in connection with COMPANY's performance under this Agreement.

7. TERM AND TERMINATION

7.1 This Agreement shall commence upon the acknowledging signature of a duly authorized representative of COMPANY (“Effective Date”) and shall (i) continue until the expiration of the last expiring patent covering the Subject Invention hereunder or (ii) in the case in which no patent claims the Subject Invention, for a period of twenty (20) years.

7.2 In the event that GTRC discontinues performance under the Task Order for which Subject Invention was developed in accordance with Section 3.5 of the Master Agreement, this Agreement and the license granted herein shall concurrently terminate with no further action on the part of GTRC.

7.3 In the event of the breach of a material obligation hereunder by either party, the non-breaching party shall inform the alleged breaching party of said breach in writing. The alleged breaching party shall have thirty (30) days from the date of said notification during which time to cure the breach. In the event the alleged breaching party does not cure the breach within thirty (30) days, the non-breaching party may terminate this Agreement.

8. GOVERNING LAW

8.1 This License shall be governed by and construed in accordance with the laws of the State of Georgia.

8.2 The Parties irrevocably and exclusively submit to the jurisdiction of the state and federal courts of or for the State of Georgia, including the related appellate courts in any such action or proceeding, and waive any rights to a jury trial. Personal jurisdiction over the Parties may be obtained by the mailing (postage prepaid) of a summons or similar legal document to the Party’s address for notices under this Agreement.

9. COMPLETE AGREEMENT

9.1 Except as provided for herein, this License constitutes the entire agreement of the Parties with respect to the Subject Invention. No modification or amendment of this License will be binding unless in writing and signed by a duly authorized representative of GTRC and COMPANY.

Signed this _____ day of _____, 20__

GEORGIA TECH RESEARCH CORPORATION

By: _____

TITLE

Office of Industry Engagement

Georgia Tech Research Corporation

Atlanta, GA 30332-0415

Acknowledgement:

Name

Date