

GEORGIA TECH RESEARCH CORPORATION
DEMONSTRATION RESEARCH AGREEMENT

Effective Date: _____

Demonstration Research Project Number: _____

THIS 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 (hereinafter known as “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 this Agreement. 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 on industry-relevant research and shall be limited to the further development of existing intellectual property of one of the Parties.

The Parties understand and agree that performance of research under this agreement will be limited to: (i) certain facilities of the Georgia Institute of Technology (“GIT”) based on the operating guidelines provided by the Internal Revenue Service of the United States and (ii) to the further development of existing intellectual property of one of the Parties.

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 “Research Project” refers to the research to be performed as described in the Statement of Work, attached hereto as Attachment A and incorporated herein by reference. The Research Project is undertaken on a reasonable effort basis in accordance with the research and educational mission of GIT and GTRC.
- 1.2 “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.

- 1.3 “Staff Members of GTRC” means employees, independent contractors, subcontractors, consultants, student assistants, and students of GIT, a unit of the University System of Georgia.
- 1.4 “Staff Members of COMPANY” means employees, independent contractors, subcontractors, and consultants of COMPANY.
- 1.5 “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.
- 1.6 “Project Background Intellectual Property” means the Background Intellectual Property which is the subject of the Research Project and United States Patent Number _____ and owned by COMPANY or previously licensed by COMPANY from GTRC.
- 1.7 “Project Foreground Intellectual Property” means individually and collectively all Intellectual Property which is made, created, or conceived by one or both Parties in the course of performance of work under this Agreement which is an Improvement to or relies solely upon Project Background Intellectual Property.
- 1.8 “Improvement” means Project Foreground Intellectual Property, whether patentable or not, which if practiced would constitute an infringement of any letters patent claiming Project Background Intellectual Property.
- 1.9 “Field of Use” means _____.
- 1.10 “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 GTRC shall undertake the Research Project during the term of this Agreement which shall commence upon _____ (“Effective Date”) and shall continue for a period of _____ months unless sooner terminated or extended in accordance with the terms of this Agreement.

Section 3. Compensation and Expenses; Contract Cost Limitation.

- 3.1 COMPANY agrees to reimburse GTRC for the actual direct and indirect costs incurred by GTRC in the performance of the Research Project, which shall not exceed _____ U.S. Dollars (\$ _____) (“Research Project Cost Limitation”) without first obtaining the approval of COMPANY. GTRC reserves the right to modify its direct and indirect rates effective July 1, each year.
- 3.2 COMPANY agrees to make an advance payment of twenty-five percent (25%) of the Research Project Cost Limitation to GTRC upon execution of this Agreement. The advance payment will be applied against the final invoices. Any outstanding balance

will be refunded to COMPANY at completion of the Research Project. GTRC will render its invoices monthly to the address shown below, covering the previous month's actual cost chargeable to COMPANY. COMPANY agrees to pay each invoice within thirty (30) days of the invoice date. Any invoice not paid within thirty days of the due date will be considered delinquent and subject to a one and one-half percent (1.5%) per month fee for each month or fraction thereof, until the payment is received.

COMPANY BILLING ADDRESS:

Attention: _____
Title: _____
Phone Number: _____
Fax Number: _____
Billing Reference Number: _____

3.3 Payments are to be made to:

Georgia Tech Research Corporation
P.O. Box 100117
Atlanta, GA 30384

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

3.4 GTRC may choose to discontinue the Research Project if COMPANY fails to pay any GTRC invoice within the time specified. GTRC shall not be obligated to incur costs in excess of the Research Project Cost Limitation set forth in Section 3.1.

Section 4. Reports.

4.1 GTRC agrees to render to COMPANY a final report summarizing the results.

Section 5. Publicity.

5.1 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 Research Project title in listings of research sponsors. The provisions of this Section shall survive termination of this Agreement.

Section 6. Intellectual Property.

6.1 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, except as otherwise provided.
- b. Project Foreground Intellectual Property Rights. All right, title, and interest to all Project Foreground Intellectual Property which is an Improvement to or relies solely upon Project Background Intellectual Property owned or exclusively controlled by COMPANY shall be:
 - (i) owned by GTRC if solely developed by GTRC Staff Members; or
 - (ii) owned by COMPANY if solely developed by COMPANY Staff Members; or
 - (iii) owned jointly by GTRC and COMPANY if jointly developed by COMPANY Staff Members and GTRC Staff Members.

All right, title, and interest to all Project Foreground Intellectual Property which is an Improvement to or relies solely upon Project Background Intellectual Property licensed to COMPANY from GTRC shall be owned by GTRC.

Ownership of intellectual property conceived, developed, and/or reduced to practice during the performance of the Research Project that does not constitute Project Foreground Intellectual Property shall be determined in accordance with United States patent law (“Other Project Intellectual Property”) and is not subject to the terms and conditions herein.

- c. Upon GTRC’s receipt of a written invention disclosure from GTRC Staff Members describing Project Foreground Intellectual Property developed under this Agreement, GTRC shall notify COMPANY in writing and provide all available, pertinent information for evaluation by COMPANY.

6.2 Licensing Rights of Intellectual Property.

- a. Subject to third party rights, GTRC shall grant COMPANY, via a separate confirmatory license, an exclusive, royalty-free, fully-paid license in the Field of Use to Project Foreground Intellectual Property that is an Improvement to or solely relies upon Project Background Intellectual Property owned or exclusively controlled by COMPANY, *provided that* COMPANY has met all its obligations herein, including but not limited to the payment of all monies owed to GTRC. The confirmatory license shall be substantially in the form of the license attached hereto as Attachment B.
- b. Subject to third party rights, Project Foreground Intellectual Property that is an Improvement to or solely relies upon Project Background Intellectual Property licensed to COMPANY from GTRC shall be included in the existing license

agreement between the Parties by amendment without additional financial consideration, ***provided that*** (i) COMPANY has met all its obligations herein, including but not limited to the payment of all monies owed to GTRC, and (ii) COMPANY directly incurs and pays or COMPANY reimburses GTRC for all costs and out-of-pocket expenses related to the preparation, filing, prosecution, and maintenance of any statutory intellectual property protection claiming such Project Foreground Intellectual Property.

- c. Notwithstanding anything to the contrary contained herein, COMPANY hereby grants to GTRC and GTRC hereby reserves for itself and GIT an irrevocable, fully paid-up, worldwide, non-exclusive license in and to Project Foreground Intellectual Property for educational and research and development purposes, whether alone or with a third party.

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 for the purpose of performing the Research Project (the "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. 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, 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. Publication.

- 8.1 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 proposed 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.
- 8.2 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 9. Indemnity.

- 9.1 COMPANY agrees to and does hereby indemnify, hold harmless, and save from liability GTRC, Staff Members, 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 licensed to COMPANY under this Agreement. The obligations of this Section shall survive any expiration or termination of this Agreement.

Section 10. Disclaimer.

- 10.1 GTRC AND GIT DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE RESEARCH TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES (INCLUDING COPYRIGHTABLE 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 11. Limitation of Liability.

- 11.1 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 (including Copyrightable Deliverables) resulting therefrom shall 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 or demands. The foregoing limitations of liability, damages, and claims are intended to survive termination of this Agreement and apply without regard to any other provisions of this Agreement that have been breached or proven ineffective.

Section 12. Termination.

- 12.1 COMPANY may terminate this Agreement for any reason upon thirty (30) days' written notice to GTRC.
- 12.2 GTRC may terminate this Agreement upon thirty (30) days' prior written notice in the event (i) that GTRC determines that continued performance under this Agreement jeopardizes its tax-exempt status or issuance of tax-exempt bonds under the Internal

Revenue Code and associated Regulations or (ii) 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.

- 12.3 COMPANY shall pay GTRC any costs which have accrued or been encumbered 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 13. Export Control.

- 13.1 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.
- 13.2 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.
- 13.3 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 hereunder or grant of intellectual property rights hereunder, shall not constitute a breach of this Agreement.

13.4 The provisions of this Section shall survive termination or expiration of this Agreement.

Section 14. Equipment.

14.1 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 15. Miscellaneous.

15.1 All notices and other communication given under this Agreement will be effective upon five (5) days after 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:

To COMPANY for administrative matters:

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

To GTRC for technical matters:

To COMPANY for technical matters:

Georgia Institute of Technology
Atlanta, GA 30332-_____
Attn:
Title: Project Director
Telephone: 404-894-
Fax: 404-894-
E-mail:

15.2 GTRC and COMPANY are and will remain independent contractors and nothing herein shall be construed to create a partnership, agency, or joint venture between the Parties for federal and state law purposes. Each Party shall be responsible for wages, hours, and conditions of employment of its respective personnel during the term of, and under, this Agreement.

15.3 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.

15.4 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.

15.5 No waiver by either Party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of that provision or any other provision.

15.6 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.

Georgia Tech Research Corporation

By: _____

Typed Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Typed Name: _____

Title: _____

Date: _____

By: _____

Typed Name: _____

Title: _____

Date: _____

STATEMENT OF WORK

SAMPLE

ATTACHMENT B

CONFIRMATORY LICENSE
Georgia Tech Research Corporation

Title of Project Foreground Intellectual Property:

“ _____ ”

GT Innovators(s): _____

GTRC ID: _____

WITNESSETH

WHEREAS, GTRC during the performance of research under Demonstration Research Agreement Number _____ between GTRC and _____ (“COMPANY”) dated _____, conceived or created Project Foreground Intellectual Property as described in the written description, attached hereto; and

WHEREAS, pursuant to Paragraph 6.2(b) of the Sponsored Research Agreement (“Research Agreement”), COMPANY is entitled to certain rights in and to Project Foreground Intellectual Property, in accordance with the terms and conditions of the Research 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 in the Research Agreement.

2. GRANT OF LICENSE

2.1 With respect to the Project Foreground Intellectual Property to which GTRC has certain rights and interest in, GTRC hereby grants to COMPANY an exclusive, royalty-free, paid-up license, with the right of sublicense, in the Field of Use (as defined in Paragraph 1.10 of the Research Agreement) to _____ (“Subject Invention”).

2.2 Without limiting the provisions of Section 13 of the Research Agreement and subject to the terms and conditions therein, COMPANY shall not export and/or re-export Subject Invention, or any portion thereof, 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 In consideration of the granting herein of the license as described above, COMPANY shall comply with the terms and conditions set forth herein and in the Research Agreement, including but not limited to making all payments due thereunder.

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 under 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 AND LIMITATION OF LIABILITY

6.1 GTRC DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SUBJECT INVENTION, INCLUDING ITS CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, VALIDITY OF ANY INTELLECTUAL PROPERTY RIGHTS 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 the Company ("Effective Date") and shall expire upon the last expiring patent claiming the Subject Invention, unless otherwise terminated in accordance with the provisions herein.

7.2 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 the 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, Georgia 30332-0415

Acknowledgement:

Name

Date