

SPONSORED RESEARCH AGREEMENT

This Agreement, effective the ___ day of _____, 20___, is made between Parker University, a Texas non-profit corporation, 2540 Walnut Hill Lane, Dallas, Texas 75229, (972) 438-6932 ("Parker University") and

Name:

A corporation / limited liability company / partnership / sole proprietorship

TIN:

Address:

City, State Zip:

Contact Person:

Telephone:

Fax:

E-Mail: _____ ("Sponsor")

This Agreement is made in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

1.0 Definitions.

The following terms shall have the following meanings:

- 1.1 "Project" shall mean the project entitled:

- 1.2 "Contract Period" shall begin on the date the Agreement is signed and delivered to Parker University, and ends 6 months after that date or, when the draft manuscript is completed and submitted to Sponsor whichever occurs last.

- 1.3 "Parker University Intellectual Property" shall mean individually and collectively all text, inventions, improvements and/or discoveries which are conceived and/or made: (i) by one or more employees of Parker University, or (ii) jointly by one or more employees of Parker University and by one or more employees of Sponsor in performance of the Project. "Parker University Intellectual Property" specifically includes all data gathered as part of the Project. Parker University Intellectual Property does not include any patents, trademarks, copyrights, trade secrets or proprietary information owned by Sponsor prior to the effective date of this contract; those patents, trademarks, copyrights, trade secrets or proprietary information remain the exclusive property of Sponsor.

2.0 Scope of Research Work.

- 2.1 Parker University shall undertake certain research referred to as the Project and shall use its facilities, its employees, and its reasonable best efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Project research shall commence promptly at the beginning of the Contract Period.
- 2.2 **Investigators.** The Research will be conducted under the direction of _____ ("Investigators"). In the event that any of the Investigators become unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, either Parker University or Sponsor may terminate the Project, and Sponsor will not owe any sums to Parker University except for installments that have already become due and payable.
- 2.3 **Study Description.** The proposed study is described in detail in Exhibit A that is attached to this Agreement.
- 2.4 **Draft Manuscript Preparation.** Parker University will provide a draft manuscript for Sponsor to review an article(s) for publication in peer reviewed scientific journals. That draft manuscript will comply with appropriate standards for articles to be published, such as the *Uniform Requirements for Manuscripts Submitted to Biomedical Journals*, issued by the International Committee of Medical Journal Editors (www.icmje.org).
- 2.5 **Institutional Review Board Approval.** If necessary, Parker University will submit the Project for review and approval by its Institutional Review Board. In its discretion, Parker University may seek expedited approval.
- 2.6 Sponsor understands that Parker University's primary mission is education and advancement of knowledge and the Research Program will be designed to carry out that mission. The manner of performance of the Research Program shall be determined solely by the Principal Investigator. Parker University does not guarantee specific results.
- 2.7 Sponsor understands that Parker University may be involved in similar research through other researchers on behalf of itself and others. Parker University shall be free to continue such research provided that it is conducted separately and by different investigators from the Research Program, and Sponsor shall not gain any rights through this Agreement to other research.

3.0 Obligations of Sponsor.

3.1 Sponsor shall pay Parker University the amount specified in Exhibit B to this Agreement, as well as providing any supplies or equipment specified in that Exhibit. The tax identification number of Parker University is 75-1596658.

4.0 **Term and Termination.**

4.1 This Agreement shall become effective upon the date first written above and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article.

4.2 **Termination by Parker University.**

4.2.1 Parker University may terminate this Agreement at any time without cause by giving 30 days written notice to Sponsor. In that event, the amount owed to Parker University will be reduced and Sponsor will not owe any sums to Parker University except for installments that have already become due and payable. Parker University will return all unused materials that were provided by Sponsor.

4.2.2 Parker University may terminate this agreement for cause. If Parker University provides Sponsor with written notice of a breach or default and Sponsor fails to cure that breach or default within thirty (30) days, Parker University at its option may notify Sponsor that this Agreement is terminated. If this agreement is terminated by Parker University for cause, Sponsor agrees to pay all installments that have already become due and payable, plus the installment that would become due and payable upon completion of the next phase of the Project. Parker University will return all unused materials that were provided by Sponsor.

4.3 **Termination by Sponsor.**

4.3.1 Sponsor may terminate this Agreement at any time without cause by giving 30 days written notice to Parker University. The amount owed to Parker University will be reduced and Sponsor will not owe any sums to Parker University except for installments that have already become due and payable, plus the installment that would become due and payable upon completion of the next phase of the Project.

4.3.2 Sponsor may terminate this agreement for cause. If Sponsor provides Parker University with written notice of a breach or default and Parker University fails to cure that breach or default within thirty (30) days, Sponsor, at its option may notify Parker University that this Agreement is terminated. If this agreement is terminated by Sponsor for cause, the amount owed to Parker University will be reduced and Sponsor will not owe any sums to Parker University except for installments that have already become due and

payable. Parker University will return all unused materials that were provided by Sponsor.

- 4.4 No termination of this Agreement, however, effectuated, shall affect the parties' rights and duties under Articles 5.0, 6.0, 7.0, and 9.0.

5.0 **Publicity.**

Sponsor will not use the name of Parker University, nor of any member of Parker University's staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of Parker University. Parker University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity, advertising or news release without the prior written approval of an authorized representative of Sponsor.

6.0 **Publications.**

- 6.1 Sponsor recognizes that the results of the Project must be publishable and agrees that Parker University's researchers engaged in the Project shall be permitted to present the methods and results of the Project at symposia, national, or regional professional meetings, and to publish those methods and results in journals, theses, or dissertations, or otherwise of their own choosing.

- 6.2 Sponsor may publish or present the methods or results of the Project only to agencies of the state and federal government upon their request or in court proceedings in courts having jurisdiction over Sponsor. Sponsor will promptly notify Parker University of any release of such information to any federal or state agency or in a judicial proceeding. Sponsor agrees that it will not otherwise publish or present the methods or results of the Project, unless 1) the support of Parker University is acknowledged, 2) one or more of Parker University's researchers are identified as co-authors, if appropriate, and 3) Sponsor submits the proposed publication or presentation to Parker University and obtains the written approval of Parker University to proceed with the publication or presentation. Parker University agrees not to unreasonably withhold its consent for any such publication or presentation. Parker University may withhold its consent to any proposed discussion or display of information relating to the study which discloses confidential information or that Parker University is able to demonstrate is inaccurate or by omission or explicit statement is misleading.

7.0 **Intellectual Property.**

- 7.1 All rights and title to Parker University Intellectual Property under the Project shall belong to Parker University and shall be subject to the terms and conditions of this agreement. Rights to inventions, improvements, and/or discoveries, whether patentable or copyrightable or not, relating to the Project made solely by employees

of Sponsor shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall be subject to the terms and conditions of the Agreement.

7.2 Parker University will own and keep all original research data, including all collected data and analyses.

8.0 **Independent Contractor.**

8.1 This Agreement shall not be construed as creating or evidencing an association, joint venture or partnership among the parties or as imposing any partnership liability on either party.

8.2 Parker University is an independent contractor and is not an employee, agent, franchisee, or licensee of Sponsor. Similarly, Sponsor is an independent contractor and is not an employee, agent, franchisee, or licensee of Parker University.

8.3 Parker University shall have no right or authority at any time to incur any expense or make any warranty, representation, contract or binding promise of any nature on behalf of Sponsor, whether oral or written, without the express written consent of Sponsor. Parker University shall have no right or authority at any time to make any warranty, representation, contract or binding promise of any nature on behalf of Sponsor, whether oral or written, without the express written consent of Sponsor. Sponsor shall have sole control over the manner and means of performing its obligations under this agreement.

8.4 Each party shall pay its own expenses and costs incurred in performing its obligations under this agreement, including any fees or salaries paid to employees or other assistants, and any automobile or travel expenses.

9.0 **Indemnification.**

9.1 Sponsor agrees to protect, defend, hold harmless, and indemnify Parker University from and against any and all claims, demands, actions, causes of action, damages, judgments, liabilities, or payments of any kind or character made by any person, which are based upon, arise from, or are in any way connected with Sponsor' acts or omissions, including but not limited to, any expenses incurred by Sponsor, any contractual obligations incurred by Sponsor, any warranties or representations made by Sponsor, and any negligent conduct of Sponsor.

9.2 Parker University agrees to protect, defend, hold harmless, and indemnify Sponsor from and against any and all claims, demands, actions, causes of action, damages, judgments, liabilities, or payments of any kind or character made by any person, which are based upon, arise from, or are in any way connected with

Parker University's acts or omissions, including but not limited to, any expenses incurred by Parker University, any contractual obligations incurred by Parker University, any warranties or representations made by Parker University, and any negligent conduct of Parker University.

9.3 Sponsor undertakes to indemnify and hold harmless Parker University, their board of trustees, officers, agents, and employees from any liability, loss or damage they may suffer as the result of claims, demands, costs or judgments against them arising out of activities to be carried out pursuant to this Project, provided however that any such liability, loss or damage resulting from the following are excluded from this Agreement to indemnify and hold harmless:

- 9.3.1 Failure to adhere to the terms of the Project protocol;
- 9.3.2 Failure to comply with any applicable government requirements;
- 9.3.3 Negligence or willful malfeasance by Parker University, or its trustees, officers, agents, or employees.

9.4 Parker University agrees to notify Sponsor as soon as it becomes aware of a claim or action and to cooperate with and to authorize Sponsor to carry out the sole management and defense of such claim or action. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against Parker University, its board of trustees, officers, agents, or employees with respect to the subject of indemnity contained in this Agreement, whether such claims or actions are rightfully brought or filed. Neither Parker University, nor its board of trustees, officers, agents, or employees shall compromise or settle any claim or action without the prior written approval of Sponsor. Sponsor shall not compromise or settle any claim or action without first consulting each of the following if they are a named party: Parker University, its board of trustees, officers, agents, or employees.

10.0 Confidential Information

10.1 "Confidential Information" means all materials, trade secrets, or other information, including, without limitation, proprietary information and materials (whether or not patentable) regarding a party's technology, products, business, objectives, research methods, research assessments or preliminary results before Project completion (collectively, information), and any other information designated as confidential in writing by the disclosing party, whether by letter or by the use of an appropriate stamp or legend, prior to or at the time any such information is disclosed by the disclosing party to the other party. Notwithstanding the foregoing, information which is orally or visually disclosed by a party, or is disclosed in writing without an appropriate letter, stamp or legend, shall constitute Confidential Information if the disclosing party, within thirty (30) days after such disclosure, delivers to the other party a written document or documents describing the information and referencing the place and

date of such oral, visual or written disclosure and the names of the persons to whom such disclosure was made.

10.2 The parties may wish to disclose Confidential Information to each other in connection with work contemplated by this Agreement. Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years from receipt, provided that the recipient party's obligation shall not apply to information that 1) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure; 2) is already in the recipient party's possession at the time of disclosure; 3) is or later becomes part of the public domain through no fault of the recipient party; 4) is received from a third party having no obligations of confidentiality to the disclosing party; 5) is independently developed by the recipient party; or 6) is required by law or regulation to be disclosed.

10.3 In the event that information is required to be disclosed to a Court or to a party in litigation or to an agency of the federal or state government, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

11.0 Governing Law; Forum.

This Agreement shall be construed in accordance with and governed for all purposes by the law of the State of Texas. The proper venue for any dispute arising from or related to this Agreement shall be Dallas County, Texas.

12.0 Assignment.

This Agreement shall not be assigned by either party without the prior written consent of the other party.

13.0 Non-Discrimination.

Neither Sponsor nor Parker University shall discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age, disability, or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement.

14.0 Entire Agreement; Modification.

This instrument contains the entire agreement between the parties, and supersedes any prior understanding or written or oral agreements between the parties. This Agreement may not be amended orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

15.0 Notices.

Any notice required or permitted to be given under this Agreement shall be made in writing, and may be transmitted by 1) certified mail to the party's last known address; 2) hand delivery to the other party; 3) telecopy or facsimile transmission to the party's last known telecopier number; or 4) by any other means reasonably calculated to provide actual notice to the other party.

Notices to Parker University shall be sent to the following, or to such other addresses as may be hereafter designated by written notice:

Dr. Harrison Ndetan, Director of Research
Parker University
2540 Walnut Hill Lane
Dallas, Texas 75229
Telephone: (972) 438-6932, ext. 7141
Fax: (214) 902-2482
e-mail: hndetan@parker.edu

with a copy to

Dr. Gery C. Hochanadel, Provost
Parker University
2540 Walnut Hill Lane
Dallas, Texas 75229
Telephone: (972) 438-6932, ext. 7375
Fax: (214) 902-3446
e-mail: ghochanadel@parker.edu

Notices to Sponsor shall be sent to the address and contact person specified above, or to such other addresses as may be hereafter designated by written notice.

16.0 Waiver of Breach.

Failure of either party to protest a breach by the other party or a waiver of such breach shall not operate as or be construed as a waiver of rights or remedies as to that breach or as to any subsequent breach by the other party.

17.0 Section Headings.

The section headings contained herein are for convenience only, and do not purport to accurately summarize the contents of the paragraph they head, and shall not modify or in any way affect the provisions of this Agreement or be of any relevance in the construction thereof.

18.0 Mutual Preparation.

Each party has read the entire Agreement, fully understands the contents hereof, has been independently advised as to its legal effect or has had a reasonable opportunity to obtain such legal advice, and is under no duress or pressure of any sort to execute it. This Agreement was mutually prepared and shall not be construed against any party by reason of his and/or her role in such preparation.

19.0 Severability.

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement.

20.0 Gender and Number.

When the context requires, the gender of all words used herein shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.

21.0 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, but all counterparts taken together shall constitute one and the same Agreement, binding upon all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement voluntarily and without coercion or duress, to be effective on the date set forth above.

PARKER PARKER UNIVERSITY

BY: Ronald L. Rupert, MS, DC

ITS: Dean of Research

DATE: _____

SPONSOR, INC.

BY:

ITS:

DATE: _____

Exhibit A

Description of Research Project and Research Protocols

Research Proposal Summary

Background:

Purpose:

Methods:

Costs:

The following cost estimates include three studies as described above.

Total:

Exhibit B

Sponsor's Obligations

**Payments by Sponsor:
(include due dates)**

Equipment or Supplies to be Provided by Sponsor:
N/A