



maximum amount that is set forth in Exhibit A or as otherwise agreed to in writing by the parties.

The University will maintain records of its costs hereunder and of funds received in accordance with its regular policies and procedures based on recognized institutional accounting principles consistently applied. Sponsor shall have the right to examine the University's accounting records during the Term and for a period of one (1) year following the expiration of this Agreement. A final financial report setting forth costs incurred and funds received by the University under this Agreement shall be submitted within 90 days after termination of this Agreement. The report shall be accompanied by a payment by University in the amount, if any, of the excess funds advanced over allowable costs and commitments incurred.

5. PAYMENT. Sponsor shall make payments to the University as set forth in Exhibit A or if no payment schedule is described, Sponsor shall make payments when requested by University but such payments shall not be requested more than once a month during the Term. The University may submit to the Sponsor, in the University's usual form, but with reasonable detail that the Sponsor may require, an invoice or voucher supported by a statement of claimed allowable costs for performing this Agreement. Sponsor shall pay any amounts due within thirty (30) days of request by University.

Checks shall be made payable to Santa Clara University and shall be sent to:

Director of Sponsored Projects  
Sponsored Projects Office  
Santa Clara University  
500 El Camino Real  
Santa Clara, CA 95053-0250

6. INTELLECTUAL PROPERTY.
  - (a) University owns the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible materials, inventions, works of authorship, software, information and data conceived or developed in the performance of the Project (the "University Inventions"), except as provided in subparagraph (b) below.
  - (b) Sponsor owns the entire right, title, and interest, including to all patents, copyrights and other intellectual property rights in and to all tangible materials, inventions, works of authorship, software, information and data conceived or developed using Sponsor facilities and solely by Sponsor personnel related to the Project (the "Sp

The Sponsor shall, upon reviewing such invention disclosure, determine whether to request the University to file and prosecute any patent application, domestic or foreign, covering the University Invention described in such invention disclosure; provided, however, that the University of its own accord may elect to file and prosecute a patent application should the Sponsor determine not to request the University to do so. If Sponsor so requests that University files and prosecutes a patent application, the Sponsor shall reimburse all reasonable costs associated with such filing and prosecution within thirty (30) days of receipt of invoice therefor.

- (d) Within 60 days of receipt of an invention disclosure with respect to a particular University Invention, Sponsor shall notify University in writing whether it desires to obtain a co

submitted for publication. University shall have the final authority to determine the scope and content of any publications.

8. **CONFIDENTIAL INFORMATION.** “Confidential Information” means any information related to the Project which is disclosed by either party to the other party and is marked as “Confidential” or if disclosed orally, is designated as confidential at the time of disclosure and is reduced in writing and confirmed to the other party as being Confidential Information within five (5) days of disc

represents and warrants that Sponsor has notified University in writing of any export control requirements.

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arising out of or connected with the Project, except to the extent that such claim is due to gross negligence or willful misconduct by a University Indemnitee, or a breach of any applicable law or regulation by a University Indemnitee related to the Project. The University Indemnitee shall promptly notify the Sponsor of any such claim and shall cooperate with the Sponsor in the defense of the claim.

16. **NONDISCRIMINATION.** University and Sponsor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, sex, age or physical limitation, except where sex, age, or physical limitation is a bona fide occupational qualification.
17. **ASSIGNMENT.** Neither party shall assign this Agreement to another without the prior written consent of the other. Any such purported assignment shall be void.
18. **SEVERABILITY.** In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.
19. **INDEPENDENT CONTRACTOR.** The University and Sponsor are independent contractors and neither is an agent, joint venturer, or partner of the other.
20. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California. Any legal action arising out of or connected with the Agreement shall be adjudicated in the State of California.
21. **PROPERTY.** Title to all property purchased by the University with funds provided by the Sponsor pursuant to this Agreement shall become and remain property of the University unless otherwise agreed to in writing by both parties.
22. **NOTICES.** Any notices given under this agreement shall be in writing and delivered by first-class mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other address a

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matter of the Project. Any alterations or supplements to this Agreement must be made in writing and signed by duly authorized representatives of both parties.

IN WITNESS WHEREOF, the University and the Sponsor have caused this Agreement to be executed by their duly authorized representatives.

SANTA CLARA UNIVERSITY

(SPONSOR)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Statement of Work**

Principal Investigator(s):

Description of the Project:

Deliverables:

Budget:

Payment Schedule:

Maximum Amount of Costs that will be reimbursed by Sponsor unless otherwise agreed to by the parties: