

RESEARCH SERVICES AGREEMENT

BETWEEN

TULANE UNIVERSITY AND _____

THIS AGREEMENT, effective this _____ day of _____, 200_, by and between Tulane University, a private educational institution located at 6823 St. Charles Avenue, New Orleans, LA 70118 (hereinafter referred to as TULANE) and _____, a corporation having a principal place of business at _____ (hereinafter referred to as COMPANY).

WITNESSETH

WHEREAS, TULANE has developed measurement, composition, fabrication, and analysis expertise; and related technologies, equipment, and facilities (hereinafter referred to as "Academic Research Services"), in the area of _____, which Academic Research Services it intends to utilize in fulfillment of its role as an educational institution by providing special Academic Research Services to its various constituencies, including private companies, for the ultimate benefit of the public at large;

WHEREAS, COMPANY desires specialized academic research assistance requiring these Academic Research Services;

WHEREAS, such Academic Research Services are currently available on a limited basis from TULANE;

WHEREAS, Academic Research Services contemplated by this Agreement are of mutual interest and benefit to TULANE and COMPANY, will further the Instructional, Research, and Public Service missions of TULANE, and may derive benefits for both COMPANY and TULANE through the advancement of knowledge;

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth below, the parties hereto agree to the following:

Article I - Academic Research Services

Academic Research Services are described in the scope of work described in Appendix A hereof, under the direction of _____, Ph.D., Department of _____ (hereinafter referred to as "Principal Investigator").

Article 2 - Period of Performance

The period of performance shall be _____, 200_ to _____, 200_.

Article 3 - Funds

This is a cost reimburseable agreement. Total cost to COMPANY shall not exceed _____ dollars (\$ _____). Payments shall be made by COMPANY within thirty (30) days of receipt of monthly invoices.

Article 4 - Reports and Publications

TULANE shall provide COMPANY with a final written report regarding the data obtained in the course of said Academic Research Services to the extent required in Appendix A. Said reports shall be maintained as confidential pursuant to Article 5 of Agreement.

COMPANY recognizes that the results of Academic Research Services which do not disclose Confidential Information provided hereunder may be deemed publishable by TULANE, and that the Principal Investigator engaged in the project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement.

Article 5 - Confidentiality

"Confidential Information" shall mean any COMPANY-provided materials, written information, and data marked "Confidential" or non-written information and data disclosed which is identified at the time of disclosure as confidential and is reduced to writing and transmitted to the other party within sixty (30) days of such non-written disclosure. TULANE hereby agrees to use the same degree of care it uses to protect its own confidential information to: 1) maintain for a period of five (5) years from the date hereof the confidential information obtained from COMPANY pursuant to this Agreement and sent to Principal Investigator referred to above; and 2) maintain as confidential any data and interpretation of said confidential information arising out of said Academic Research Services until COMPANY has had the opportunity to review same. Publications will be limited to new scientific information regarding Academic Research Services performed, and TULANE will use reasonable efforts not to disclose proprietary processes or methods of COMPANY, or the nature or composition of materials provided by COMPANY. TULANE will provide COMPANY with thirty (30) days to review any manuscripts or proposed publications arising out of Academic Research Services. TULANE's obligations hereunder do not apply to information in the public domain, or independently known or obtained by TULANE.

Article 6 - Intellectual Property

All inventions arising out of Academic Research Services will be promptly disclosed to COMPANY. TULANE shall not obtain or attempt to obtain patent coverage on COMPANY-provided materials or information, without the express written consent of COMPANY. All

inventions, patent applications, or patents made during Academic Research Services which name as an inventor at least one employee of TULANE shall be owned as follows:

- a) Inventions which involve the use of, composition of, or improvement to COMPANY-provided materials or information, or a derivative or analogue thereof shall belong to COMPANY; and
- b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing COMPANY's proprietary materials or does not derive from COMPANY-provided materials or information shall be owned by TULANE. Following written notification by TULANE to COMPANY of such inventions, COMPANY shall have a ninety (90) day option to negotiate a license thereto.

Article 7 - Publicity

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

Article 8 - Termination

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. All reasonable costs and non-cancelable obligations incurred by TULANE at the time of said termination shall be reimbursed by COMPANY. At the request of COMPANY, all unused COMPANY-provided materials at the time of termination shall either be destroyed by TULANE or returned to COMPANY.

Article 9 - University Status

In the performance of all Academic Research Services, hereunder, TULANE shall be deemed to be and shall be an independent contractor.

Article 10 - Warranties and Indemnity

TULANE in no way guarantees Academic Research Services performed pursuant to this Agreement and makes no warranties, express or implied, regarding the quality of product produced under this Agreement. COMPANY agrees to indemnify and hold harmless TULANE against any claims arising out of COMPANY's commercial sale or distribution of products or processes developed under this Agreement, or its reliance upon the reports set forth in Article 4.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate as of the day and year first above written.

TULANE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
SCOPE OF RESEARCH SERVICES WORK