

MASTER RESEARCH AGREEMENT  
NC State RED Number: [enter RED number here]

This Master Research Agreement ("MRA") is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between North Carolina State University ("NC State" and/or "University"), and \_\_\_\_\_ with a principal place of business in \_\_\_\_\_ (called "\_\_\_\_\_" and/or "Sponsor").

RECITALS

A. Sponsor and NC State University have numerous mutual research and development interests. Those interests are conducive both to the academic mission of NC State University and the corporate mission of Sponsor; and

B. From time to time, these mutual interests result in a desire for Sponsor to provide funding in support of various research programs in exchange for receiving certain rights in the research results.

NOW, THEREFORE, the parties agree as follows:

1. Field of Research

NC State University must use reasonable efforts, as a research university, to perform research projects as contemplated in task orders issued under this Master Research Agreement (hereinafter called "Research" or "Project").

2. Task Orders

A Task Order will be issued by Sponsor upon its decision to fund a proposal submitted by NC State University. The Task Order template outlined in Appendix A of this Master Research Agreement shall be used and shall include as attachments: (1) The final statement of work outlined in NC State University's proposal; (2) The name of the University's Principal Investigator supervising the Project; and (3) A budget detailed by primary cost categories (e.g. salary, benefits, travel, materials & supplies, equipment, tuition, facilities & administrative costs, etc.). Facilities and Administrative costs shall be applied at the level negotiated by the federal government, which represents a significant savings of the actual overhead costs associated with the conduct of research at NC State University. If for any reason a Task Order's Principal Investigator is unable to continue to serve and a successor acceptable to both Parties is not available, the affected Task Order may be terminated as hereinafter provided.

3. Period of Performance

The Master Research Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_. This period is subject to renewal only by mutual written agreement of the parties. Task orders issued under this Master Research Agreement will identify the period of performance for individual projects and may be renewed by mutual written agreement of the parties.

4. Payment of Costs

In consideration of NC State University's performance hereunder, Sponsor will pay NC State University the amount agreed upon in each individual task order. These task order amounts may not be exceeded by NC State University without prior written authorization of Sponsor. Sponsor will select either a cost reimbursement or a fixed price payment plan for each individual task order. Payment provisions for each type are as follows:

- (a) **Cost Reimbursement Payment:** In consideration of University's performance under a specific Task Order, Sponsor agrees to reimburse the University for all costs incurred up to the agreed upon amount stated in said Task Order. This amount can be changed by a written modification signed by both parties. Sponsor acknowledges that University's proposed budget incorporated in the Task Order's appendix represents the University's best estimate of planned costs for the Project. University shall have the right to modify its budget as needed to complete the Project's objectives during the period of performance referenced in the Task Order. University shall notify Sponsor via electronic correspondence of said budget revisions.
- (b) Invoices will be sent at least quarterly and no more frequently than monthly and should be paid by Sponsor within thirty (30) days of receipt. A final invoice will be provided to Sponsor not later than ninety (90) days after Task Order end date, and will constitute the University's final financial report for the Project. University will not provide supporting documentation or justification of expenditures made in the performance of the Project as a condition of payment. For payment by check, the remittance address is shown below. For payment by electronic funds transfer or financial questions, please contact a Contracts & Grants Authorized Representative via telephone at 919-515-2153 or via email at [cnghelpdesk@ncsu.edu](mailto:cnghelpdesk@ncsu.edu). Sponsor shall pay for all wire transfer fees if electronic funds transfer is elected as the payment method.

North Carolina State University  
Office of Contracts and Grants  
2601 Wolf Village Way, Suite 240  
Campus Box 7214  
Raleigh, NC 27695-7214

United States of America

Payment not received after thirty (30) days of receipt of an invoice shall be deemed late and may be subject to collections and attorney's fees. University reserves the right to terminate a Task Order, pursuant to the provisions of Article 10, described herein, should payment be delayed, without cause and/or mutual agreement by both Parties, by more than sixty (60) days from the date of receipt of an invoice.

University shall send Sponsor invoices to the following individual using the contact information provided in the Task Order.

**Or**

- (b) **Fixed Price Payment:** In consideration of University's performance under a specific Task Order, Sponsor agrees to pay the University the firm fixed price stated in said Task Order. University agrees not to exceed this amount without prior written authorization of Sponsor. Sponsor agrees to make payments to University upon receipt of University invoices in accordance with the schedule provided in the Task Order.

University shall send Sponsor invoices using the contact information provided in the Task Order.

Sponsor shall submit Payments to University using the address below:

North Carolina State University  
Office of Contracts and Grants  
Campus Box 7214  
2601 Wolf Village Way, Suite 240  
Raleigh, NC 27695-7214  
United States of America

For payment by electronic funds transfer or financial questions, please contact a Contracts & Grants Authorized Representative via telephone at 919-515-2153 or via email at [cnghelpdesk@ncsu.edu](mailto:cnghelpdesk@ncsu.edu). Sponsor shall pay for all wire transfer fees if electronic funds transfer is elected as the payment method. Submit other financial questions to a Contracts & Grants Authorized Representative via telephone at 919-515-2153, or via email at [cnghelpdesk@ncsu.edu](mailto:cnghelpdesk@ncsu.edu).

University's budget, whether or not incorporated into the Task Order, was provided for a cost estimate only. University shall have the discretion to alter said budget according to University policies in order to complete the Project. University is under no obligation to provide the Sponsor with any kind of financial reporting, supporting documentation, or justification of

expenditures made in the performance of the Project as a condition of payment.

Payment not received after thirty (30) days of receipt of an invoice shall be deemed late and may be subject to collections and attorney's fees. University reserves the right to terminate a Task Order, pursuant to the provisions of Article 10 Termination, described herein, should payment be delayed, without cause and/or mutual agreement by both Parties, by more than sixty (60) days from the due dates described above.

5. Export Controls and Confidentiality

- (a) The Sponsor does not anticipate exchanging any information, data, materials, equipment, or software that is export controlled under the Export Administration Regulations (EAR), Title 15, sections 730-774 of the Code of Federal Regulations (CFR) or the International Traffic in Arms Regulations (ITAR), 22 CFR §§ 120-130. Sponsor agrees that in addition to the requirements of paragraph (b), Sponsor will give University fifteen (15) days advance written notice of their intention to deliver any information, data, materials, equipment, software, or technology that is export controlled. University shall have the right to refuse said export-controlled information, or the right to terminate the Project in accordance with Article 10 should it be unable to meet the necessary compliance requirements.
- (b) In preliminary disclosures or in the performance of the Project, it may be necessary for one party to disclose information that is proprietary and confidential to the disclosing party. For the avoidance of doubt, research proposals, research proposal modifications and University background intellectual property originated by University shall be deemed confidential whether or not marked as such at the time the proposal, modification and/or background intellectual property is disclosed to sponsor for its consideration and review. All such other information must be disclosed in writing and designated as confidential or, if disclosed orally, must be identified as confidential at the time of disclosure and confirmed in writing and designated as confidential within thirty (30) days of such disclosure. Except as otherwise provided herein, for a period of three (3) years following the date of such disclosure, the receiving party agrees to use the confidential information only for purposes of this Agreement and further agrees that it will not disclose or publish such information except that the restrictions of this §5(b) do not apply to:
  - (i) information that is or becomes publicly known through no fault of the receiving party;
  - (ii) information learned from a third party entitled to disclose it;

- (iii) information already known to or developed by receiving party before receipt from disclosing party, as shown by receiving party's prior written records;
  - (iv) information for which receiving party obtains the disclosing party's prior written permission to publish;
  - (v) information required to be disclosed by court order or operation of law, including, but not limited to, the North Carolina Public Records Law; or
  - (vi) information that is independently developed by the receiving party's personnel who are not privy to the disclosing party's confidential information.
- (c) The receiving party must use a reasonable degree of care to prevent the inadvertent, accidental, unauthorized or mistaken disclosure or use by its employees of confidential information disclosed hereunder.

6. Reporting

NC State University must deliver to Sponsor periodic reports and a final report showing the results of the Project performed in accordance with the Research as outlined in the individual task orders delivered under this master agreement.

7. Intellectual Property

- (a) "Intellectual Property" means all forms of intellectual property under the laws of any state or country, including but not limited to, patentable inventions, patentable plants, copyrightable works, mask works, novel plant varieties, trademarks, service marks, and trade secrets, that is conceived and actually or constructively reduced to practice by one or more employees of the University, alone or in collaboration with others, in performance of a specific Task Order. Inventorship will be determined in accordance with Title 35 of the United States Code (US Patent Law).
- (b) University and/or Sponsor own any Intellectual Property made or conceived in the performance of each Task Order in accordance with the following criteria:
- (i) University or Sponsor exclusively owns title to any Intellectual Property made or conceived solely by their respective employees in the performance of a specific Task Order (hereinafter called "University Intellectual Property or "Sponsor Intellectual Property").
  - (ii) University and Sponsor jointly own title to any Intellectual Property made or conceived by one or more University employee and one or

more Sponsor employee in the performance of a specific Task Order (hereinafter called "Joint Intellectual Property").

- (c) Each party shall promptly disclose to the other party in writing any Intellectual Property of which it becomes aware during the term of a Task Order or afterwards. University Principal Investigator must disclose inventions to University's Office of Research Commercialization via eDisclosure portal. The Office of Research Commercialization will disclose invention(s) to Sponsor.
- (d) The parties shall agree on the procedure to be used for the protection and administration of Joint Intellectual Property. NCSU shall have the first right to file a patent application on Joint Intellectual Property in the names of both parties. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared except that, if one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of both Parties.
- (e) Each Party shall have the independent, unrestricted right to license to third parties any such Joint Intellectual Property without accounting to the other Party, except that the Sponsor shall be entitled to the first right to negotiate for a fee or royalty-bearing exclusive license or fee bearing option as described in Article 8(b) below.

## 8. License

- (a) In consideration for sponsoring a Task Order, the University shall grant to Sponsor a fully paid-up, non-exclusive, non-transferable, royalty-free license (without the right to sublicense) to use all Task Order data and the final report from the Research owned by University, either solely or jointly, exclusively for Sponsor's own internal, research and development purposes.
- (b) Sponsor also has the first right to negotiate for a fee or royalty-bearing exclusive license or fee bearing option to any University Intellectual Property and/or University's interest in Joint Intellectual Property, provided that Sponsor pays all costs for the preparation, filing, prosecution and maintenance of any patents on such Intellectual Property ("Negotiation Right"). Sponsor has 90 days following disclosure of an Intellectual Property by the University to exercise its Negotiation Right (the "Negotiation Period"). The Sponsor must submit a written notice to the University, within the Negotiation Period, in order to exercise their Negotiation Right. If the Negotiation Period expires before University receives the Sponsor's written notice exercising the Negotiation Right or as

otherwise provided herein, the Sponsor shall have no further rights to the Intellectual Property.

- (c) If Sponsor has not begun good faith, substantive negotiations with University for an option or license to such Intellectual Property within 90 days of the date of Sponsor's exercising its Negotiation Right in accordance paragraph 8(b), the University may, in its sole and unfettered discretion, terminate Sponsor's Negotiation Right.
- (d) Further, if Sponsor and University have not negotiated a mutually agreeable license agreement on or before twelve months from the disclosure of the Intellectual Property by the University, then University may, in its sole and unfettered discretion, terminate Sponsor's Negotiation Right. Sponsor is only obligated to pay expenses incurred and noncancelable obligations that have accrued up to the date that University terminates Sponsor's Negotiation Right.

9. Publications

University has the right to publish any of the results of the Project. University must furnish Sponsor with a copy of any proposed publication or public disclosure, at least sixty (60) days in advance of the proposed publication date to allow for the protection of Sponsor's proprietary, confidential, or information that if published within sixty (60) days would have an adverse effect on a patent application in which Sponsor owns full or part interest, or intends to obtain an interest from University pursuant to this Agreement. In the event that Sponsor notifies the University in writing that the proposed publication or presentation contains confidential information as described in Article 5, the University shall remove the identified confidential information from the draft prior to such publication or presentation. In the event Sponsor requests a delay in publication to file for patent protection, a written request must be submitted to the University's Office of Research Commercialization with a copy to the University's Principal Investigator and the University and the Principal Investigator shall refrain from making such publication or presentation for a maximum of ninety (90) days from the receipt of such request, and Sponsor shall indicate with specificity to what manner and degree University may disclose said information during the ninety (90) day period.

10. Termination

Either Party may terminate performance of a Task Order under this Agreement and/or this Agreement at any time upon thirty (30) days written notice to the other Party. Upon receipt of notification, University must proceed in an orderly fashion to limit or terminate any outstanding commitments. Sponsor agrees to reimburse University for all costs and noncancelable obligations including graduate assistantships, fellowships, and postdoctoral associate appointments incurred in

performance of the Project prior to receipt of termination notice. University agrees to reimburse Sponsor any funds that have been received but remain unexpended at the time of termination, except for those funds needed to pay for noncancelable obligations.

11. Use of Names

Neither party will use the name of the other in any form of advertising or publicity related to commercial sales without the express written permission of the other party. Sponsor is advised that this Agreement is subject to the North Carolina Public Records Law and as such, the existence of this Agreement is recorded in a database accessible to the public.

12. Notices

Any non-intellectual property and licensing notices required to be given or which may be given under this Agreement and any resulting Task Orders (unless otherwise specified in a specific Task Order) must be in writing and delivered by first-class mail, email correspondence or facsimile addressed to the parties as follows:

For Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
e-mail: \_\_\_\_\_

For NC State University:

North Carolina State University  
Sponsored Programs and  
Regulatory Compliance Services  
ATTN: Authorized Representatives  
2601 Wolf Village Way, Suite 240  
Campus Box 7514  
Raleigh, North Carolina 27695-7514  
e-mail: [sps@ncsu.edu](mailto:sps@ncsu.edu)

13. Independent Parties

For purposes of this Agreement and all resulting Task Orders the parties are independent contractors and neither may be considered an agent or an employee of the other at any time or for any purpose. No joint venture, partnership or like relationship is created between the parties by this Agreement.

14. Assignment

This Agreement and all resulting Task Orders are binding upon and inure to the benefit of the parties and may be assigned only to any subsidiary, affiliate, equity partner or to the successors to substantially the entire business and assets of the respective parties as part of a sale or other transfer of controlling interest. Any other



assignment by either party without the prior written consent of the other party is void. Sponsor must notify University of any transfer allowed herein.

15. Governing Law

This Agreement and all resulting Task Orders are acknowledged to have been made and must be construed and interpreted in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, provided that all questions concerning the construction or effect of patent applications and patents shall be decided in accordance with the laws of the country in which the particular patent application or patent concerned has been filed or granted, as the case may be.

16. Liability, Disputes and Warranty

- (a) The Sponsor will defend, indemnify and hold harmless University, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorneys' fees) arising out of injuries (including death) or property damage suffered by any person arising out of Sponsor's use or possession of the results or Inventions produced hereunder or as a result of Sponsor's negligence or willful misconduct.
- (b) Notwithstanding any other provision of this Agreement, the liability of the University, as an agency of the State of North Carolina, for any injury or damage arising out of this Agreement or the University's performance of the Project is subject to the immunities, procedures and limitations of the North Carolina Tort Claims Act, GS §143-291 et seq. The University does not waive any rights or defenses under this Act.
- (a) All work under this Master Research Agreement will be classified as research and development. NC State disclaims all warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and freedom from infringement, as to any information, result, design, prototype, product or process deriving directly or indirectly and in whole or part in connection with work accomplished under this Master Agreement.
- (b) In the event of a dispute or claim regarding any matter under this MRA or any resulting Task Order that is not disposed of by mutual agreement, the parties agree to pursue those necessary institutional and/or legal remedies as may be appropriate. Legal remedies may include pursuit of the dispute by either party under the Governing Law. In this event, each party shall be responsible for all their own costs incurred resulting from such action. University agrees to continue performance on a disputed matter until any such dispute is resolved.

17. Order of Precedence

If any provisions stated in this Agreement, resulting Sponsor purchase orders (contemplated on occasion as a functional aspect of Sponsor's accounting and procurement system), and/or any resulting Task Orders are in conflict, the order of precedence, beginning with the first to last, shall be (1) this Agreement, (2) any resulting Task Orders, and (3) the Sponsor's purchase order. The parties understand and agree that any purchase order or similar document issued by Sponsor will be for the sole purpose of establishing a mechanism for payment of any sums due and owing hereunder. Notwithstanding any of the terms and conditions contained in said purchase order, the purchase order will in no way modify or add to the terms and conditions of this Agreement.

18. Entire Agreement

Unless otherwise specified herein, this Agreement embodies the entire understanding of the parties for this project and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement or any resulting Task Orders including, without limitation, changes in the field of research, total estimated cost, and period of performance, are effective unless made in writing and signed by authorized representative of the parties.

19. Counterparts and Electronic Signatures

This Agreement, Task Orders, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is executed by authorized representatives of the parties via DocuSign, PDF format, or other electronic signature method and delivered by facsimile, e-mail, or another electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures. This Agreement may be executed by the in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

20. Severability

If any provision of this Agreement and/or its Task Order(s) is held to be unenforceable for any reason, that unenforceability shall not affect the enforceability of any other provision of this Agreement, and the Parties shall negotiate in good faith to substitute an enforceable provision with similar terms.

21. Survival

The rights and obligations of the Parties that have accrued prior to the expiration or termination of this Agreement and/or Task Order(s) shall survive the expiration or termination of this Agreement.

22. Remedies and Waiver

The remedies provided in this Agreement and its Task Order(s) are not exclusive and the Party suffering from a breach or default of this Agreement may pursue all other remedies, both legal and equitable, alternatively or cumulatively. No express or implied waiver by a Party of any breach or default will be construed as a waiver of a future or subsequent breach or default. The failure or delay of any Party in exercising any of its rights under this Agreement and/or its Task Order(s) will not constitute a waiver of any such right, and any single or partial exercise of any particular right by any Party will not exhaust the same or constitute a waiver of any other right provided in this Agreement.

IN WITNESS WHEREOF, the parties' authorized signatories hereto have executed this Agreement effective as of the date first hereinabove written.

NORTH CAROLINA STATE UNIVERSITY

SPONSOR

By:

By: \_\_\_\_\_

Name:

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

Title:

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

Date:

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

**APPENDIX A**  
**Task Order Template**  
Master Research Agreement Number XXXX-XXXX  
By and Between  
XXXXXXX and NC STATE UNIVERSITY

Upon execution by the parties below, the Research Project specified herein is funded. The Master Research Agreement is incorporated herein by reference in its entirety throughout the Period of Performance. Any capitalized term not otherwise defined in this Task Order shall have the definition ascribed to it in the Agreement.

TASK ORDER Number: \_\_\_\_\_

☐ New

NC State RED Number: \_\_\_\_\_

☐ Modification No. \_\_\_\_\_

NC STATE UNIVERSITY

2601 Wolf Village Way, Suite 240  
Raleigh, NC 27695

SPONSOR

Address:

For Contract matters use address above plus:  
Sponsored Programs & Regulatory Compliance  
Services  
Campus Box 7514

Phone:

Fax:

Email:

For Remittance matters us address above plus:  
Office of Contracts and Grants  
Campus Box 7214

TIN/EIN: 56-6000756

DUNS: 04-209-2122

Principal Investigator: Name

Email:

Phone:

Project Director: Name

Email:

Phone:

Administrative: Name

Email:

Phone:

Administrative: Name

Email:

Phone:

Description/Purpose of This Action: To issue a [new Task Order or Modification] for NC State Project entitled [enter title here] as set forth herein.

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Period of Performance:

Start Date:

(Spending authorized up to 60 Funding Information in United States Dollars:  
days prior to Start Date)

End Date:

Start Date: a. Amount Funded This Action \$0  
(Spending authorized up to 60 days prior to Start Date) b. Amount Prior Funding \$0  
End Date: c. Total Sponsored Funds To Date \$0

Payment Plan: ☐ Cost Reimbursement ☐ Fixed Price Based on the Schedule Below

Invoicing Frequency: ☐ Monthly ☐ Quarterly ☐ Other Specify:

A final invoice will be provided to Sponsor not later than ninety (90) days after Task Order end date.

University shall submit invoices to the following address:

Company Name

ATTN: Name

Address

Address

Phone: XXX-XXX-XXXX, Email: XXXXX

Technical Reporting Requirements: ☐ Quarterly; ☐ Biannually; ☐ Annually; ☐ Final (90 days post termination)

Special Terms and conditions: PI may make revisions to the estimated budget as required with no increase in Total Funded amount.

Attachments Incorporated:

☐ # 1: Statement of Work;

☐ # 2: Budget;

☐ # 3: Other:

Each authorized signatory below certifies that they are authorized to execute legally binding commitments on behalf of their named party.

For:

NORTH CAROLINA STATE UNIVERSITY

For: SPONSOR

Signature:

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

Printed Name:

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

Title:

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

Date:

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