

Industrial Affiliates Program
Agreement No. UTA__ - ____
Between
The University of Texas at Austin
and
"Company Name"

"Company Name", hereinafter referred to as "Industrial Affiliate," and The University of Texas at Austin, hereinafter referred to as "University," hereby agree as follows:

1. The Industrial Affiliate will provide *Fifty Thousand* U.S. Dollars (\$50,000 USD) annually for support of basic and applied research related to Digital Porous Media Industrial Affiliates Program (DPM IAP). Said research will be carried out through the Industrial Affiliates Program (IAP) Agreement which shall be valid for the Term of September 01, 2021 through August 31, 2022. The research will be directed by Dr. Maša Prodanović of The University of Texas at Austin who will in her capacity on the project act as Program Director and not as consultant to the Industrial Affiliate.
2. The Industrial Affiliate will provide the *Fifty Thousand* U.S. Dollars \$ (\$50,000 USD) payment for the "Term" within thirty (30) days of the execution of this Agreement.
3. The University will maintain funds provided by the Industrial Affiliate under this Agreement in a separate account established for said Industrial Affiliates Program and will expend funds as necessary for wages, supplies, seminars, annual review expenses, capital expenses, and other operating expenses in connection with the research.
4. Research under the Industrial Affiliate Program is designed to carry out the University's mission of education and advancement of scientific knowledge, and does not have a commercial objective. The University does not guarantee specific results and makes no express or implied warranty of any nature, including any warranty of fitness for use for a particular purpose. The results of the research will be published or broadly shared in the scientific community. The University intends to host an annual workshop, provide an annual report of research accomplishments resulting from the program, and, provide the Industrial Affiliate with preprints and publications resulting from the research generated during the "Term." It is understood and agreed by the parties that any and all disclosures and materials made and provided to Industrial Affiliate by the University under this Agreement will be

on a non-confidential, “as is,” basis and can be freely utilized for internal business purposes by the Industrial Affiliate, at their discretion, and without further accounting to the University. Industrial Affiliate agrees that any disclosures or materials provided to Industrial Affiliate by the University under this Agreement may not be disclosed to any third party and may not be published or sold by Industrial Affiliate or its Affiliates.

5. As with all University Industrial Affiliates Programs (IAP), intellectual property rights cannot be granted, and no specific reporting requirements may be imposed by Industrial Affiliate. It is not anticipated that intellectual property will result from this IAP. If intellectual property does result, however, and if a patent application is filed by the University or copyrightable software is developed, an entity for which the Program Director holds substantial equity or serves as an executive, founder, or advisor will not be offered or be eligible to non-exclusively license such intellectual property before or on more favorable terms than such intellectual property has been offered to all Industrial Affiliates of this IAP, and such an entity may not be offered an exclusive license to such intellectual property unless all other Industrial Affiliates have been granted an opportunity to take an exclusive license at fair market value, as determined by the University.

6. The University represents that it is in compliance with and will abide by provisions of the Immigration Reform and Control Act of 1986.

7. Said Industrial Affiliates Program will be conducted within the United States of America.

8. Industrial Affiliate and the University shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, and the regulations of the Office of Foreign Assets Control (OFAC), 31 CFR Parts 500 through 599, in the performance of this Agreement. In the absence of available license exemptions/exceptions, the Parties shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance or deemed exports.

9. This Agreement constitutes the entire and only agreement between the parties relating to the research, and all prior negotiations, representations, agreements and understandings are

superseded hereby, and may not be assigned by either party without the prior written consent of the other party. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties. Terms and conditions which may be set forth (front, reverse, attached or incorporated) in any purchase order issued by the Industrial Affiliate in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

Accepted and Agreed to:

THE UNIVERSITY OF TEXAS AT AUSTIN

INDUSTRIAL AFFILIATE

Principal Investigator and Date
Program Director
Dr. Maša Prodanović

Authorized Representative Date

Print Name:

Print Title:

Authorized Signatory Date
Rebecca Leamon
Associate Director, Office of Industry Engagement