

Syracuse University

SyracuseCoE Innovation Fund Award Agreement

This Agreement is to formalize the Award to **COMPANY NAME** (“Organization”) from the SyracuseCoE Innovation Fund at Syracuse University (“University”). The Organization and the University (the “Parties”) agree that the Award will be guided by the terms and conditions set forth in this Agreement (“Agreement”).

1. Purpose. The Award will support the Project described in Section 1 of Appendix A to this Agreement, entitled “Statement of Work.”

2. Direction. The Organization’s Project Directors for the Statement of Work shall be **NAME AND TITLE AT COMPANY**, who shall not be replaced without written approval by the University.

3. Duration of Agreement. This Agreement shall be effective when fully executed by the Parties. The Agreement shall terminate upon completion of the final milestone, to occur no later than June 1st following the date of signature below.

4. Costs and Payments (fixed price – milestone based). The University agrees to provide payments in connection with this Agreement, up to a maximum of **\$XXXXX**. Payments shall be made to the Organization upon completion of milestones, according to the schedule set forth in Section 3 of Appendix A to this Agreement, entitled “Milestone Schedule and Budget.” A progress report, as outlined in Section 5 of this Agreement, must be submitted with each invoice.

Invoices shall be submitted to the University and shall be sent to:
SyracuseCoE
attn. Tammy Rosanio
727 East Washington Street
Syracuse, NY 13210

For the purposes of identification, each invoice shall include the Agreement Number and the name of the Project Director.

5. Reporting. Progress reports will include all information listed in Appendix B of this Agreement. For a period of five (5) years following the conclusion of the Agreement, Organization agrees to provide responses to annual surveys conducted by University staff regarding outcomes related to the Project.

6. Confidentiality. “Confidential Information” shall mean any materials, written information, and data (a) marked “Confidential” by Organization or non-written information and data disclosed by Organization that is clearly and conspicuously identified at the time of its disclosure to the University as confidential and is reduced to writing and transmitted to the University within thirty (30) days of such non-written disclosure, or (b) under the circumstances surrounding disclosure, University knows, or ought reasonably to know, is confidential. University agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain as confidential for a period of two (2) years the Confidential Information that Organization discloses to University under this Agreement. University’s obligations hereunder do not apply to information in the public domain or independently known or obtained by University. The parties agree that any existing confidentiality or non-disclosure agreements existing between the parties are incorporated herein by this reference, and in the event of a conflict, the terms of the agreement providing the most protection to the Confidential Information shall control. Organization acknowledges that the University has certain reporting obligations relative to any sponsored funds used to make payments above, and that any information University must report may be subject to freedom of information laws.

7. Publications.

7.1 Organization recognizes that under University policy, the University shall have the right, at its discretion, to release information or to publish any material resulting from the Project. The University shall furnish the Organization with a copy of any proposed publication thirty (30) days in advance of the proposed publication date.

7.2 Organization may request the University to delay release of such proposed publication for a maximum of an additional thirty (30) days in order to protect Organization or Joint Intellectual Property as defined in Article 8, or Confidential Information or proprietary data described therein. Such delay shall not be imposed on the filing of any student thesis or dissertation.

7.3 Authorship of all publications under this Section 7 shall be determined on a case-by-case basis in accordance with accepted academic publication standards and the Organization, and it and its employees' contributions, shall be acknowledged in any such publications.

8. Agreement Intellectual Property. "Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries, including deliverable software, if any, which are conceived and reduced to practice in the performance of this Agreement.

8.1 "Organization Intellectual Property" shall mean Intellectual Property conceived and first reduced to practice solely by one or more employees of the Organization. Organization Intellectual Property shall be owned solely by Organization.

8.2 "University Intellectual Property" shall mean Intellectual Property conceived and first reduced to practice solely by one or more employees of the University. University Intellectual Property shall be owned solely by Syracuse University.

8.3 "Joint Intellectual Property" shall mean Intellectual Property conceived and first reduced to practice jointly by one or more employees of the University and by one or more employees of the Organization. Joint Intellectual Property shall be owned jointly by the parties.

8.4. Research License for the benefit of Organization. During the term of this Agreement, Organization shall have a non-exclusive, non-transferable, royalty-free license to use any University Intellectual Property strictly for the purposes of fulfilling the contractual requirements of this Agreement and Organization's internal non-commercial use.

8.5 Research License for the benefit of Syracuse University and the greater Syracuse University COE community. During the term of this Agreement, and for the duration of the Organization's partner status with Syracuse University COE, Syracuse University shall have a non-exclusive, non-transferable, royalty-free, non-commercial license to use any Organization Intellectual Property strictly for educational and research purposes conducted by Syracuse University.

8.6 Licensing inquiries by Organization regarding University Intellectual Property for purposes or timeframe other than those defined above shall be directed to the Syracuse University Office of Technology Transfer at 301 Dineen Hall, Syracuse University, Syracuse, NY 13244, attention: Director.

9. Warranty. UNIVERSITY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY INFORMATION, GOODS OR SERVICES PROVIDED. The University makes no representation or warranty regarding the actual or potential infringement of patents or copyrights of third parties, and Organization acknowledges that the avoidance of such infringement in the use of the services related to this Agreement shall remain the responsibility of Organization.

10. Liability. Each party will to the fullest extent permitted by law, defend, indemnify and hold harmless the other party, its trustees, owners, officers, employees and agents from and against all claims, demands, loss, liability, causes of action, suits, judgments, expense or damage, (including attorneys' fees) ("Losses") asserted by or on behalf of any person, firm, corporation, entity or governmental authority, which are proximately caused by (i) such party's breach of its obligations, representations and warranties under this Agreement, or (ii) the intentional or negligent act or omission of such party or any of its directors, officers, employees, servants, agents, representatives or contractors. Organization further agrees to indemnify, defend

and hold harmless University , its trustees, owners, officers, employees and agents from and against all Losses arising out of injuries (including death) or property damage suffered by any person as a result of a defect in the product created under this Agreement or from any party's use or possession of the results produced hereunder.

11. Insurance. The Organization shall procure and maintain insurance as it may deem necessary with respect to this Agreement, including without limitation any insurance reasonably necessary to cover any contractual liability.

12. Publicity. Neither party will use the name, service mark, trademark, or abbreviation thereof of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representatives of the other party.

13. Termination. Either party may terminate this Agreement at any time upon written notice to the other at the address set forth in Section 5 of Appendix A. Organization shall reimburse University for all reasonable costs and non-cancelable obligations incurred by the University at the time of termination; provided, that if the University terminates this Agreement without a breach of this Agreement by the Organization, the Organization does not have to reimburse the University for any costs that would have been payable by the University if such termination had not occurred. At Organization's request and expense, University will return to Organization or destroy, and provide a written certification of such destruction, all unused materials provided by Organization.

14 Survival. Upon termination or expiration of this Agreement for any reason, the following provisions shall survive for the time period set forth in such provision or indefinitely if none stated: 5 – 10, 12, 15 and 16.

15. Independent Contractor. The parties are independent contractors and not partners, joint venturers, or principal and agent. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission

16. General. This Agreement is non-assignable and non-transferable. A change of control shall be deemed an assignment. Any legal proceeding instituted by Organization shall be in the courts in Onondaga County, New York State. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Organization certifies that it is duly authorized to enter into this Agreement and that this Agreement is binding upon it. In the event any of the terms of this Agreement are held to be illegal or unenforceable, the validity of the remaining provisions shall not be affected. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. This Agreement may be executed in counterparts and delivered by facsimile or other electronic means, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. Except as provided in this Agreement, this Agreement does not confer any enforceable rights or remedies upon any person or entity other than the parties to this Agreement and their successors and permitted assigns.

The Organization, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative on the date set forth below.

ORGANIZATION	SYRACUSE UNIVERSITY
Name: NAME	Name: Duncan Brown, Ph.D.
Title: TITLE	Title: Vice President for Research
Date:	Date:

SAMPLE

Appendix A
Syracuse University
SyracuseCoE Innovation Fund Award Agreement

Statement of Work - Agreement No.: **XXXX-2025-01**

1. Services, Deliverables, or Nature of Work: See details below
2. Project Period: No later than June 1st following the date of signature

3. Milestone Schedule and Budget:

INSERT HERE

4. Does the project involve the use of:

Radioactive material/radiation-producing equipment?	☒ No	☐ Yes
Potentially infectious agents, incl. human blood/tissue?	☒ No	☐ Yes
Human Carcinogens?	☒ No	☐ Yes
In Vitro Formation of Recombinant DNA?	☒ No	☐ Yes
Hazardous Materials/Gases?	☒ No	☐ Yes

5. Contact Information:

SYRACUSE UNIVERSITY

Technical Contact

Name:
Title:
Email:

Contractual Contact

Name: Kathryn M. Bradford
Title: Budget Analyst
Email: kmbradfo@syr.edu

ORGANIZATION

Name: **NAME**
Title: **TITLE**
Email: **EMAIL**

Appendix B
Syracuse University
SyracuseCoE Innovation Fund Award Agreement XXXX-2020A-01

Progress Report

Project Title:

Agreement No.: XXXX-2020A-01

Period of this report:

Summary of Progress this period:

Progress by Milestone: *Awardee should list all contract milestones, % complete of each milestone, and summarize any progress made for each milestone.*

Planned progress in the future:

Problems identified:

Planned solutions: