

NIST Combinatorial Methods Center

FOCUSED PROJECTS NON-PROPRIETARY RESEARCH PROJECT AGREEMENT

Article 1. INTRODUCTION

The National Institute of Standards and Technology (NIST) agrees to supervise and administer on behalf of _____, hereinafter referred to as the Member, the NIST Combinatorial Methods Center (NCCMC) for the non-proprietary _____ research project.

Article 2. DEFINITIONS

As used in this Agreement, including attached Appendix A, the following terms have the indicated meanings:

- 2.1 **“Agreement”** means this Agreement, entered into by NIST pursuant to 15 U.S.C. § 272 *et seq.*
- 2.2 **“Agreement Data”** means all recorded information first produced in the performance of this Agreement.
- 2.3 **“Background Invention”** means any invention of either party conceived outside of this Agreement.
- 2.4 **“Invention”** means any invention or discovery conceived under this Agreement which is or may be patentable or otherwise protected under Title 35 (35 U.S.C.) or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
- 2.5 **“Principal Investigator”** or **“PI”** means the person designated respectively by each party to this Agreement who will be responsible for the scientific and technical conduct of the research.
- 2.6 **“Project Team”** means all personnel assigned by the Member to conduct the research designated in this Agreement.

Article 3. COOPERATIVE RESEARCH

The research project which will be undertaken by the parties in the course of work under this Agreement will be performed on a reasonable efforts basis and is detailed in the Statement of Work (SoW) attached hereto as Appendix A.

Article 4. FINANCIAL OBLIGATIONS

The contribution of NIST shall be in the form of labor, material, equipment, and facilities only. Member's project fees, if any, are set forth in Appendix A.

Article 5. INTELLECTUAL PROPERTY

- 5.1 **Background Inventions.** No rights to Background Inventions are conveyed by this Agreement.
- 5.2 **Inventions.** The parties agree that any and all Inventions conceived during or as a direct result of research conducted under the SoW described in Appendix A will, with the exception noted in § 5.3, be placed in the public domain.
- 5.3 **Guest Researcher or Government Contractor Inventions.** Pursuant to 35 U.S.C. § 202 *et seq.*, the NIST Guest Researchers and/or contractors receiving financial support from the Federal Government, may be able to retain an ownership interest in inventions created under this Agreement.

Article 6. **DATA AND PUBLICATION**

- 6.1 **Agreement Data.** The parties agree that the rights to any and all Agreement Data emanating from research conducted under this Agreement will be placed in the public domain.
- 6.2 **Proprietary Information.** The parties agree that no Proprietary Information will be disclosed during activities and/or research conducted under this Agreement.
- 6.3 **Publication.** The parties are encouraged to publish and will make publicly available the results of their research.

Article 7. **TERMINATION**

Member and NIST each have the right to terminate this Agreement, upon 30 days written notice to the other party. If NIST terminates this Agreement, NIST shall return a pro rata portion of any Project Fee paid by Member. If Member terminates after signing this Agreement, it shall not be entitled to any return of the Project Fee. If Member terminates more than one year after signing this Agreement, a pro rata amount of the Project Fee for that year shall be returned to Member; however, if any portion of the Project Fee has been paid by an “in kind” contribution of equipment or materials, the Member shall not be entitled to any return of the equipment or materials.

Article 8. **MISCELLANEOUS**

- 8.1 **Governing Law.** The construction, validity, performance and effect of this Agreement for all purposes shall be governed by the laws of the United States.
- 8.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.
- 8.3 **Amendments.** This Agreement may be modified only by written amendment signed by the parties.
- 8.4 **Use of Name or Endorsements.** Federal statutes and regulations prohibit the use of the name or logo of NIST or the Department of Commerce on any advertisement, product or service, which is directly or indirectly related to this Agreement.
- 8.5 **Duration of Agreement.** This Agreement is effective from the date of full execution until the project termination date specified in attached Appendix A, unless sooner terminated by either party.

IN WITNESS WHEREOF, NIST and Member have caused this Agreement to be executed by their duly representatives as follows:

Signatory for Member:

Mailing Address:

Name

Signature

Title

Date

Signatories for National Institute of Standards and Technology:

NIST Counsel

Date

Laboratory Director

Date