

UNIVERSITY OF NEVADA, LAS VEGAS
Master Agreement
Agreement No. _____

This agreement is made effective as of Date (Effective Date), by and between the **Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas**, having its principal offices at 4505 Maryland Parkway, Las Vegas, Nevada, 89154-1055 (hereinafter known as “UNLV”) and Company Name, having an office at address, city, state, zip (hereinafter known as “SPONSOR”).

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to UNLV and SPONSOR, will further the University’s instructional and research objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may produce benefits for both UNLV and SPONSOR;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS AND MASTER AGREEMENT DECLARATION

The educational and research projects to be performed under this Master Agreement are not yet specified. The scope, objectives and deliverables will be defined and authorized by individual Task Orders issued in accordance with the Master Agreement. A Task Order will be subject to the terms and conditions of this Agreement and binding upon the Parties only upon execution of the Task Order by an authorized representative of UNLV and SPONSOR. In the event of any conflict between the terms and conditions of a particular Task Order and this Agreement, the terms of this Agreement shall govern.

“Task Order” shall refer to the document (contract, purchase order, or task order), which authorizes performance of specific Research under this Agreement. If Task Orders are issued, they shall use the format provided in Attachment A and include a scope of work as provided for in Article IV.

“Research” means work to be performed under a Task Order by Staff Members (employees, independent contractors, subcontractors, consultants, student assistants and students) of UNLV.

“Proprietary Information” shall include, but not be limited to, information regarding processes, data, conceptions, formulas, employee data, research plans, business strategies, costs, process, licenses, patent applications and materials.

II. CONTRACT CEILING AND DURATION

The duration of this Master Agreement is five years and will commence on _____ (the “Start Date”) and, ending _____ (the “Completion Date”). The completion Date may be modified or extended only by mutual written agreement of the Parties.

III. ALLOWABLE COSTS AND PAYMENT

SPONSOR agrees to reimburse UNLV for the actual direct and indirect costs incurred by UNLV in the performance of each Task Order.

UNLV will render its invoices no more frequently than monthly to the Contractual/Financial POC in Article V. Each invoice will include an itemized statement of direct and indirect cost components.

Payments should be made payable to the University of Nevada, Las Vegas. **Make reference to the Principal Investigator and the Title of the Research Program funded under this Agreement**, and submit payment to the following address:

Office of Sponsored Programs
University of Nevada, Las Vegas
4505 Maryland Parkway, Box 451055
Las Vegas, NV 89154-1055

UNLV reserves the right to discontinue the Project if SPONSOR fails to pay any UNLV invoice within the time specified. UNLV shall not be obligated to incur costs in excess of the Contract Cost Limitation.

IV. TASK ORDER AUTHORIZATION AND STATEMENT OF WORK

Whenever SPONSOR solicits a proposal or UNLV desires to submit a proposal to SPONSOR for performance of Research under this Master Agreement, the Task Order shall at a minimum contain the following:

- 1) The description of the work (Statement of Work) to be performed
- 2) The date or timetable by which the work is to be completed
- 3) Deliverable requirements/schedule
- 4) Budget for the Research to be undertaken

UNLV shall use reasonable efforts to furnish the necessary personnel, materials, services, facilities, and equipment to perform the Research identified in each Task Order.

V. KEY PERSONNEL

SPONSOR:

Technical Point of Contact

Name:

Address:

Phone:

E-mail:

Contractual/Financial Point of Contact

Name:

Address:

Phone:

E-mail:

UNLV:

Technical Point of Contact/PI

Name:

Address:

Phone:

E-mail:

Contractual/Financial Point of Contact

Name:

Address:

Phone:

E-mail:

VI. PUBLICITY

Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for use in the public media, except as required by other law or regulation. UNLV, however, shall have the right to acknowledge Sponsor's support of the investigations under this Contract in scientific or academic publications and other scientific or academic communications, without Sponsor's prior approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately. Nothing contained herein shall be construed as granting Sponsor any right or license to use the marks "UNLV," "University of Nevada, Las Vegas," "Nevada System of Higher Education," "NSHE" or any other trademark, trade name, service mark or symbol owned by UNLV (the "Marks") without UNLV's prior, written consent.

VII. CONFIDENTIAL INFORMATION

The Parties may wish, from time to time, in connection with the Research contemplated under this Agreement, to disclose Confidential Information to each other.

"Confidential Information" is defined as a Party's business or technology including, without limitation, computer programs in source and/or object code, technical drawings, algorithms, know-how, prototypes, models, samples, formulas, processes, ideas, inventions (whether patentable or not), discoveries, methods, and other technical, business, financial, customer, marketing and product development plans, forecasts, strategies and techniques.

Each party will use reasonable efforts to prevent the disclosure of any of the other party's Confidential Information to third parties for a period of one (1) year from expiration or termination of this Contract, provided that the recipient party's obligation hereunder shall not apply to Information that:

- i. is not disclosed in writing or reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of disclosure (or if disclosed orally, is not identified at the time of oral disclosure and subsequently reduced to writing and so marked with an appropriate confidentiality legend within thirty (30) days of oral disclosure);
- ii. is already in the recipient party's possession at the time of disclosure thereof;
- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (6), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

VIII. PUBLICATION, ACADEMIC RIGHTS, PATENT AND DATA RIGHTS

The basic objective of research activities at UNLV is the generation of new knowledge and its expeditious dissemination for the public's benefit. SPONSOR will provide all reasonable cooperation with UNLV in meeting this objective. UNLV will be free to publish the results of the Research after providing the SPONSOR with a thirty (30) day period in which to review each publication to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information. UNLV shall have final authority to determine the scope and content of any publications, except for its obligation not to disclose Sponsor's Confidential Information and patentable subject matter.

IX. INTELLECTUAL PROPERTY

Title to all intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, works, material and data conceived in the course of performance of the Research, whether or not protectable by patent, trade secret or copyright developed by one or more Staff Members, ("UNLV Intellectual Property") shall reside in UNLV.

Title to all intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, works, material and data conceived in the course of performance of the Research, whether or not protectable by patent, trade secret or copyright developed by one or more employees of SPONSOR ("SPONSOR Intellectual Property"), shall reside in SPONSOR.

Title to all intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, works, material and data conceived in the course of performance of the Research, whether or not protectable by patent, trade secret or copyright developed by UNLV together with SPONSOR ("Joint Intellectual Property") shall reside jointly with UNLV and SPONSOR.

UNLV reserves for itself a royalty-free, irrevocable license to make and use UNLV Intellectual Property or Joint Intellectual Property developed under this Agreement for its own internal research and educational purposes.

Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (1) all works of authorship created outside the scope of this Agreement and (2) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

X. INDEMNITY

Sponsor shall indemnify, defend and hold harmless UNLV from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Sponsor or any of its officers or employees, which may occur during or which may arise out of the performance of this Agreement. In accordance with the limitations of NRS 41.0305 to NRS 41.039, the UNLV agrees to indemnify and hold Sponsor harmless

from any loss, damage, liability, cost or expense to the person or property of another which was caused by an act or omission of the UNLV, its officers, employees, and agents under this Agreement.

XI. REPRESENTATIONS AND WARRANTIES

UNLV PERFORMS FUNDAMENTAL RESEARCH AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNLV DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, OR OTHER RESEARCH RESULTS PROVIDED BY UNLV.

XII. TERMINATION

Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party. In the event of a termination SPONSOR shall pay UNLV for all costs incurred through the date of termination, including non-cancelable obligations, even though the obligations may extend beyond the termination date. Such reimbursement shall not exceed the total estimated cost specified in Article III. UNLV agrees not to incur any additional costs or fees after the date of the termination notice without prior written permission of the SPONSOR. Termination will not affect the Parties' rights and obligations accrued prior to the termination.

XIII. INDEPENDENT CONTRACTOR

UNLV and SPONSOR shall remain independent contractors and nothing herein shall be construed to create a partnership, agency or joint venture between the parties. Each party shall be responsible for wages, hours and conditions of employment of its personnel during the term of and under this Agreement.

XIV. APPLICABLE LAW

This Contract shall be construed and performance hereunder shall be determined according to the Laws of the State of Nevada.

XV. AUDIT OF RECORDS

UNLV agrees to comply with the requirements of OMB Circulars A-110, A-21, and A-133. Notwithstanding any other conditions of this Contract, the books and records of UNLV which pertain to this Agreement will be made available upon reasonable request for audit by authorized personnel. The records will be retained for a period of three (3) years following final payment.

XVI. INSPECTION

SPONSOR, through its authorized representative, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by UNLV. It is understood and agreed that SPONSOR's representative has no authority to supervise, direct or control and that in all respects the carrying out of the work shall be under UNLV's supervision and control and in accordance with UNLV's established policies governing the conduct of research, including use of UNLV facilities.

XVII. FORCE MAJEURE

Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

XVIII. RESOLUTION OF DISPUTES

The parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Article XI.

XIX. ENTIRE AGREEMENT AND CHANGES

This Agreement sets forth the entire agreement and understanding between UNLV and SPONSOR as to the subject matter thereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than is expressly provided herein. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties. Provided, however, that no provision appearing in any standard form document originated by SPONSOR, including but not limited to any purchase order or confirmation order, shall be applicable, even if signed by both parties, unless the parties also execute a separate instrument expressly modifying this Agreement.

XX. SURVIVAL

All terms of this agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and year set forth below.

**The Board of Regents
Nevada System of Higher Education
On Behalf of
The University of Nevada, Las Vegas**

SPONSOR

By: _____

By: _____

Name: R. David Paul

Name: _____

Title: Executive Director,
Office of Sponsored Programs

Title: _____

Date: _____

Date: _____

Attachment A
Task Order (Example)

(SPONSOR)

AND

**Board of Regents,
Nevada System of Higher Education on Behalf of
The University of Nevada, Las Vegas (UNLV)**

Task Order No. _____

Pursuant to MASTER AGREEMENT No. _____ between **SPONSOR** and **UNLV**, UNLV will undertake this Task Order as follows:

TERM OF AGREEMENT

The Period of Performance is _____ through _____

ALLOWABLE COSTS

The total amount of the Task Order is \$_____ (Budget Attached)

PROJECT TITLE AND SCHEDULE

Project Title: _____

The work to be performed and schedule shall be in accordance with the attached Statement of Work

All other Terms and Conditions of the MASTER AGREEMENT apply

Acknowledged and accepted:

**The Board of Regents
Nevada System of Higher Education
On Behalf of
The University of Nevada, Las Vegas**

SPONSOR

By: _____

By: _____

Name: R. David Paul

Name: _____

Title: Executive Director,
Office of Sponsored Programs

Title: _____

Date: _____

Date: _____