### Technology Validation AGREEMENT

### No. UTA10-\_\_\_\_\_\_

**Between**

**[Sponsor]**

**And**

**The University of Texas at Austin**

This Technology Validation Agreement (the “TVA”) is between The University of Texas at Austin and the Sponsor identified below (collectively referred to as “Parties” or separately as “Party”). In consideration of the mutual covenants and premises contained herein, the Parties hereby agree as follows:

The Terms and Conditions for Technology Validation Agreement attached hereto as Exhibit A are incorporated herein by reference in their entirety (the “Terms and Conditions”). Capitalized terms used in this TVA without definition shall have the meanings given to them in the Terms and Conditions.

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| **1. Effective Date:** | [Month Day, Year] |
| **Validation Term:** | Effective Date until the first to occur of (a) one year from Effective Date [Month Day, Year], or (b) written notice of termination from any Party. |

**between**

|  |  |
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| **2. Sponsor:** | [Sponsor Company Name] |
| **a** | [Corporation / Partnership / Sole Proprietorship / Individual / LLC] |
| **located at** | [Address]  [City], [State] [Zip Code] |

**and**

|  |  |
| --- | --- |
| **3. University:** | The University of Texas at Austin |
| **a** | component of The University of Texas System and an institution of higher education created by the Constitution and laws of the State of Texas |
| **located at** | 101 East 27th Street; NOA 5.300  Austin, TX 78712 |

**on behalf of**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **4. University’s Principal Investigator(s):** | | | | |
| **Name:** | [First Name] [Last Name] |  | [First Name] [Last Name] |  |
| **Title:** | [Title] |  | [Title] |  |
| **Address:** | [Address] |  | [Address] |  |
|  | [City], [State] [Zip Code] |  | [City], [State] [Zip Code] |  |
| **Phone:** | [Phone] |  | [Phone] |  |
| **Email:** | [Email Address] |  | [Email Address] |  |

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| **5. Description of the Technology Validation Project:** | |
| **Technology:** | [Technology Identification / Tech ID] |
| **Technology Description:** | [Description of Technology] |
| **Technology Validation Plan:** | [Work Plan Details – attach as “Exhibit C” if necessary] |

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| **6. Payment:** | This is a fixed-price agreement for total funding of: [Amount] U.S. Dollars.  Payment due within thirty (30) days of final execution of this Agreement accompanied by an invoice. |

**7.** If any provision of pages 1 and 2 of this TVA conflicts with Exhibit A or appendices (if any), these pages 1 and 2 control. If provisions of an appendix conflicts with Exhibit A, Exhibit A shall control over the appendix, unless the appendix expressly states that it modifies or overrides Exhibit A and the appendix is signed by both Parties. This TVA may only be modified in a writing which references the Effective Date and UTA Number of this TVA, and is signed by both Parties. This TVA constitutes the entire agreement of the Parties with regard to the Technology Validation Project and supersedes any and all prior understandings, whether written or oral, with regard thereto.

**8.** This TVA may be signed in separate counterparts, and facsimile and electronic signatures will be accepted as originals which, taken together, shall constitute one single representation between the Parties.

In witness hereof, the Parties agree and have authorized below their approval of these terms.

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| **SPONSOR** | |  | **THE UNIVERSITY OF TEXAS AT AUSTIN** | |
|  |  |  |  |  |
| By: |  |  | By: |  |
| Name: |  |  | Name: | Bill Catlett |
| Title: |  |  | Title: | Director |
|  |  |  |  | Office of Industry Engagement |
| Date: |  |  | Date: |  |

**Exhibit A**

**Terms and Conditions for**

**Technology Validation Agreement**

These Terms and Conditions for Technology Validation Agreement (“Terms and Conditions”) are attached to and incorporated into a Technology Validation Agreement (“TVA”) (“Agreement” shall mean collectively (i) these Terms and Conditions, and (ii) the TVA). All Paragraph number references in these Terms and Conditions shall be references to provisions in these Terms and Conditions unless explicitly stated otherwise.

RECITALS

A. University has developed and owns the rights to the Technology (as identified in TVA Section 5).

B. Sponsor wishes University to evaluate and validate the Technology for the Validation Term (as identified in TVA Section 1) to determine if the Technology can be developed into a commercially marketable product and is willing to advance funds in order to sponsor such technology validation work.

C. University and University’s Principal Investigator(s) will perform such work to validate the Technology as set forth in the Technology Validation Plan in TVA Section 5.

D. The “Material” that is covered by this Agreement includes:

(i) [\_\_\_\_Material\_\_\_\_\_], that were developed by [Dr. \_\_\_\_\_\_\_\_\_\_\_ of] Sponsor, and

(ii) any related [biological] material or associated know-how and data that will be provided by Sponsor or received by Principal Investigator from Sponsor, hereinafter “Material”. The Material is proprietary to Sponsor and cannot be shared with any other institution or company. Sponsor will be free, in its sole discretion, to distribute the Material to others and to use it for its own purposes.

(iii) Any material provided to University by [Dr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of] Sponsor accompanied by a fully executed Additional Material(s) Form (Exhibit B attached).

**Now therefore**, in consideration of the mutual covenants and promises herein contained, the Sponsor agrees to provide University with Materials for the purposes stated herein under the following conditions:

1) The Principal Investigator(s) shall use the Material for basic technology validation related to the Technology Validation Plan as described in TVA Section 5 (and further described in Exhibit C).

2) Sponsor represents that Material is not export controlled. Notwithstanding the foregoing, Parties acknowledge that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders, including those that may relate to the export of technical data, and parties agrees to comply with all such laws, regulations and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended.

3) Neither Principal Investigator nor UNIVERSITY shall distribute, release, or in any way disclose the Material to any person or entity other than laboratory personnel under Principal Investigator’S direct supervision, and, Principal Investigator and UNIVERSITY shall ensure that no one will be allowed to take or send Material to any other location, unless written permission is obtained from SPONSOR. This Material is for investigational use only for the Technology Validation Project. UNIVERSITY agrees that the Material will not be used for any other purpose other than for this Technology Validation Plan as agreed to under this Agreement. Neither the Material nor any [biological] materials treated therewith will be used in human beings.

4) This Agreement and the resulting transfer of Material constitute a license to use the Material solely for UNIVERSITY’S internal technology validation use. UNIVERSITY agrees that nothing herein shall be deemed to grant to UNIVERSITY or Principal Investigator any rights under any SPONSOR patents or any rights to use the Material for any products or processes for profit-making or commercial purposes.

5) UNIVERSITY shall have no rights in the Material other than as provided in this Agreement. At the request of SPONSOR, UNIVERSITY will return all unused Material.

6) UNIVERSITY will inform SPONSOR, in confidence, of results of the Technology Validation Plan related to the Material by personal written communication or by providing SPONSOR with a draft manuscript describing such results. If Principal Investigator desires to publish such Technology Validation Plan results in a noncommercial scientific publication, UNIVERSITY will provide SPONSOR with a copy of any manuscript or abstract disclosing such Technology Validation Plan results prior to submission thereof to a publisher or to any third party, and in any case, not less than thirty (30) days prior to any public disclosure, for the purpose of protecting the Material and any proprietary and intellectual property of SPONSOR that might be disclosed by such publication. If the publication comes about, UNIVERSITY agrees to acknowledge SPONSOR scientists, as academically and scientifically appropriate, based on provision of the Material or other direct contribution to the Technology Validation Plan.

7) The Material is experimental in nature and it is provided as is without warranty of merchantability or fitness for a particular purpose or any other warranty, express or implied.

8) To the extent authorized by the laws and Constitution of the State of Texas, both parties accept liability for any use of the Material in regards to any loss, claim, damage or liability, of whatsoever kind of nature, which may arise from or in connection with this Agreement or the use, handling or storage of the Material.

9) Principal Investigator and UNIVERSITY will use the Material in compliance with all laws, governmental regulations and guidelines applicable to the Material, including any such laws, governmental regulations and guidelines applicable to research with recombinant DNA, and when the Material is used in the United States, Principal Investigator will comply with current [applicable/NIH] guidelines.

10) This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of SPONSOR. This Agreement is in effect as of the Effective Date (as identified in TVA Section 1). This Agreement may be terminated on the first to occur of the following: 1) completion of the Technology Validation Plan; or 2) with thirty (30) days prior written notice by either party. This Agreement shall automatically terminate one (1) year from Effective Date (“Validation Term” as identified in TVA Section 1) unless extended by a mutual executed amendment to this Agreement.

11) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

12) Sponsor shall pay a one time fee of [$ Amount] for evaluation and validation of Technology identified in Section 5 of the TVA (see TVA Section 6). Payment will be due within thirty (30) days of final execution of this Agreement accompanied by an invoice.

13) Results of the evaluation and validation of Technology shall be the intellectual property of University. University agrees to provide a copy of results to Sponsor without granting any further rights to the data.

14) Points of contact for UNIVERSITY:

(A) For technical, validation issues: (B) For contractual issues:

|  |  |
| --- | --- |
| Principal Investigator:  [Name]  [Title]  [Department / College]  The University of Texas at Austin  [Street Address]  Austin, Texas [Zip Code]  Ph: (512) [xxx-xxxx] / Fax: (512) [xxx-xxxx]  E-mail: [Email Address] | UNIVERSITY:  Mr. Bill Catlett, Director  Office of Industry Engagement  The University of Texas at Austin  101 East 27th Street  NOA 5.300; MC: A9300  Austin, Texas 78712  Phone: (512) 471-3866 / Fax: (512) 471-7839  E-mail: [Industry@austin.utexas.edu](mailto:Industry@austin.utexas.edu) |

(C) For issues regarding Technology rights: (D) For payment issues:

|  |  |
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| LICENSING SPECIALIST:  [Name]  [Title]  [Department / College]  The University of Texas at Austin  [Street Address]  Austin, Texas [Zip Code]  Ph: (512) [xxx-xxxx] / Fax: (512) [xxx-xxxx]  E-mail: [Email Address] | ACCOUNTING:  Mr. Jason Richter  Associate Director  Sponsored Projects Award Administration  The University of Texas at Austin  P.O. Box 7159 (MC: K5305)  Austin, Texas 78713  Ph: (512) 471-6231 / Fax: (512) 471-8613  E-mail: [oa.jrichter@austin.utexas.edu](mailto:oa.jrichter@austin.utexas.edu) |

15) Points of contact for SPONSOR:

(A) For technical, validation issues: (B) For contractual issues:

|  |  |
| --- | --- |
| SCIENTIST:  [Name]  [Title]  [Department]  [Sponsor Company]  [Street Address]  [City], [State] [Zip Code]  Ph: [(xxx) xxx-xxxx] / Fax: [(xxx) xxx-xxxx]  E-mail: [Email Address] | SPONSOR:  [Name]  [Title]  [Department]  [Sponsor Company]  [Street Address]  [City], [State] [Zip Code]  Ph: [(xxx) xxx-xxxx] / Fax: [(xxx) xxx-xxxx]  E-mail: [Email Address] |

(C) For issues regarding Materials: (D) For payment issues:

|  |  |
| --- | --- |
| [Name]  [Title]  [Department]  [Sponsor Company]  [Street Address]  [City], [State] [Zip Code]  Ph: [(xxx) xxx-xxxx] / Fax: [(xxx) xxx-xxxx]  E-mail: [Email Address] | [Name]  [Title]  [Department]  [Sponsor Company]  [Street Address]  [City], [State] [Zip Code]  Ph: [(xxx) xxx-xxxx] / Fax: [(xxx) xxx-xxxx]  E-mail: [Email Address] |

In witness hereof, the Parties agree and have authorized below their approval of these terms.

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| **SPONSOR** | |  | **THE UNIVERSITY OF TEXAS AT AUSTIN** | |
|  |  |  |  |  |
| By: |  |  | By: |  |
| Name: |  |  | Name: | Bill Catlett |
| Title: |  |  | Title: | Director |
|  |  |  |  | Office of Industry Engagement |
| Date: |  |  | Date: |  |

**EXHIBIT B**

**Additional Material(s) Form**

**for**

**Technology Validation Agreement UTA10-\_\_\_\_\_\_\_**

\_ [SPONSOR]\_\_\_\_\_\_ and The University of Texas at Austin are Parties to Technology Validation Agreement UTA10-\_\_\_\_\_\_.

\_ [SPONSOR]\_\_\_\_\_\_ now wishes to provide and The University of Texas at Austin wishes to receive the following Material(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**The Material(s) will be subject, without limitation, to all Terms and Conditions of Technology Validation agreement UTA10-\_\_\_\_\_\_.**

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| **THE UNIVERSITY OF TEXAS AT AUSTIN** | | **SPONSOR** | |
|  |  |  |  |
| By: |  | By: |  |
| Name: | Bill Catlett | Name: |  |
| Title: | Director | Title: |  |
|  | Office of Industry Engagement |  |  |
| Date: |  | Date: |  |

**EXHIBIT C**

**Technology Validation Plan**

**for**

**Technology Validation Agreement UTA10-\_\_\_\_\_\_\_**