## MEMORANDUM OF AGREEMENT

## FOR RESEARCH and/or EXTENSION SERVICES

**THIS AGREEMENT**, effective this \_13\_\_\_ day of \_August, 2015 by and between the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas Cooperative Extension Service, 2301 South University Avenue, Little Rock, Arkansas, 72204 (hereinafter referred to as “UACES”) and **\_\_\_\_\_\_\_\_\_** (hereinafter referred to as “Sponsor”)

**WITNESSETH**:

**WHEREAS**, UACES partners with the University of Arkansas Agricultural Experiment Station (hereinafter referred to as “AES”) which together have developed research and analysis expertise and related technologies, equipment, facilities or extension methods (hereinafter referred to as Research and/or Extension Services), to conduct a study entitled **"\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_"** (hereinafter referred to as "Project") which Research and Extension Services it intends to utilize in fulfillment of its role as a Land Grant University by providing special Research and/or Extension Services to its various constituencies, including private companies, for the benefit of the State of Arkansas; and

**WHEREAS**, Sponsor desires specialized assistance requiring these Research and/or Extension Services; and

**WHEREAS**, such Research and/or Extension Services are currently available on a limited basis from \_\_\_\_\_\_\_\_\_\_\_ at the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as 'Unit''); and

**WHEREAS**, Research and/or Extension Services contemplated by this Agreement are of mutual interest and benefit to UACES and Sponsor, will further the instructional, research, and public service missions of UACES, and may derive benefits for both Sponsor and UACES through the advancement of knowledge;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, and with intent to be legally bound, the parties hereto agree to the following:

**Article 1‑ Research and/or Extension Services**

UACES shall commence the performance of the Project described in Exhibit A, hereof, which is attached hereto and incorporated herein.

**Article 2 ‑ Program Administration and Period**

This Project shall be performed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Principal Investigator) of the Unit in accordance with the policies and procedures of the Unit, the University of Arkansas Division of Agriculture, and UACES. It shall commence upon \_\_\_\_\_\_\_\_\_\_\_\_\_ and terminate upon the completion of the project objectives as described in Exhibit A.

**Article 3 ‑ Funds**

Total Cost to Sponsor shall not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_), with payment terms as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 UACES shall use any funds remaining at the end of the project to further the research and extension programs of the Principal Investigator. Checks shall be made payable to The University of Arkansas Cooperative Extension Services and mailed to Sandra Williams, Office of Sponsored Programs, 2301 South University Avenue, Little Rock, Arkansas 72204 (501-671-2273; stwilliams@uaex.edu.

**Article 4 ‑ Reports and Publications**

UACES shall provide Sponsor with a written report regarding the data obtained in the course of said Research and/or Extension Services, to the extent required in Exhibit A. Said report shall be maintained as confidential pursuant to Article 5 of this Agreement. Sponsor recognizes that the results of Research and/or Extension Services which do not disclose Confidential Information provided hereunder may be deemed publishable by UACES, and that the researchers engaged in project shall be free to publish these results, consistent with the obligations imposed in Article 5 of this Agreement.

**Article 5 ‑ Confidentiality**

UACES hereby agrees to use the same degree of care it uses to protect its own confidential information to: 1) maintain for a period of three (3) years the confidential information obtained from the Sponsor pursuant to this agreement, which is clearly marked "Confidential" and sent to the Principal Investigator referred to above; and 2) maintain as confidential any data and interpretation of said confidential information arising out of said Research and/or Extension Services until Sponsor has had the opportunity to review same. Publications will be limited to new scientific information regarding the Research and/or Extension Services performed, and UACES will use reasonable efforts not to disclose proprietary processes or methods of Sponsor, or the nature or composition of materials provided by Sponsor. UACES will provide Sponsor with thirty (30) days to review any manuscripts or proposed publications arising out of Research an/ord Extension Services. UACES’s obligations hereunder do not apply to information in the public domain, or independently known or obtained by UACES.

**Article 6 ‑ Intellectual Property**

All inventions arising out of Research and/or Extension Services will be promptly disclosed to Sponsor. UACES shall not obtain or attempt to obtain patent coverage on Sponsor‑provided materials or information, without the express written consent of Sponsor. All inventions, patent applications, or patents made during Research and/or Extension Services which name as an inventor at least one employee of the UACES shall be owned as follows:

1. Inventions which involve the use of, composition of, or improvement to Sponsor‑provided materials or information, or a derivative, analogue thereof shall belong to Sponsor; and
2. b) Inventions which cover a scientific process, technique, procedure, medium, device or other process which is not unique to processing Sponsor's proprietary materials or does not derive from Sponsor-provided materials or information shall be owned by UACES. Sponsor shall be given an option to negotiate a license thereto.

**Article 7 ‑ Publicity**

Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.

**Article 8 ‑ Termination**

Either party may terminate this Agreement upon fifteen (15) days prior written notice to the other. All costs and expenses reasonably incurred by UACES at the time of said termination shall be reimbursed by Sponsor. At the request of the Sponsor, all unused Sponsor‑provided materials at the time of termination shall either be destroyed by UACES or returned to Sponsor.

**Article 9 ‑ UACES Status**

In the performance of all Research and/or Extension Services, hereunder, UACES shall be deemed to be and shall be an independent contractor.

**Article 10 ‑ Warranties and Indemnity**

UACES in no way guarantees the Research and/or Extension Services performed pursuant to this Agreement and makes no warranties, express or implied, regarding the quality of product produced under this Agreement. Sponsor agrees to indemnify and hold harmless UACES against any claims arising out of Sponsor's commercial sale or distribution of products or processes developed under this Agreement, or its reliance upon the reports set forth in Article 4.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

# SPONSOR BOARD OF TRUSTEES OF THE

#  UNIVERSITY OF ARKANSAS acting for and on behalf of the UNIVERSITY OF ARKANSAS COOPERATIVE EXTENSION SERVICE

Name: Name:

#  Tony Windham

Title: Title: Assoc. Vice Pres. – CES Agriculture

Date: Date: