

Equipment Loan and Collaboration Agreement

Between

Company Name

and the

University of Florida Board of Trustees

THIS AGREEMENT ("Agreement") is made by and between the University of Florida Board of Trustees, a corporate body public of the state of Florida, (hereafter referred to as "UF"), whose address is UF Division of Sponsored Programs, 207 Grinter Hall, Box 115500, Gainesville, FL 32611-5500 and Company Name, a Delaware corporation (hereafter referred to as "Company"), whose address is Mailing Address, each one a "Party" and collectively "Parties."

WHEREAS, COMPANY desires to loan equipment to UF and collaborate on research using the equipment, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Company and UF agree as follows:

- 1. Equipment to be loaned:** Company certifies that it has free and clear title to the equipment, and that it intends to transfer custody to UF, and to retain ownership and title to such equipment during the Loan Period. The Equipment that is covered by this Agreement ("Loaned Equipment") shall be identified on Exhibit A. The equipment is being loaned free of charge. UF agrees to care for Loaned Equipment using the same degree of care UF exercises with regard to other equipment in the custody of UF, but no less than a reasonable degree of care. UF will operate the Loaned Equipment in accordance with any operating instructions issued for it and for the purpose it was designed. The Loaned Equipment will not be modified without first obtaining the Company's written approval. Company shall provide the necessary information about training requirements for the correct use of the Loaned Equipment. Company shall provide UF with operating, maintenance and servicing instructions as appropriate. UF may notify Company of any malfunction in the equipment for purpose of repair by Company or their designated services personnel. When notified of such malfunction, Company will, within a reasonable time, repair or contract for the repair of any malfunction. At the end of the equipment loan period, **CHOOSE ONE:** title shall vest with UF. OR the Equipment will be returned to Company by UF at Company's direction and expense. UF is under no obligation to purchase Equipment as a result of this Agreement.
- 2. Equipment Loan Period:** The equipment loan and collaboration period shall be from **[START DATE]** to **[END DATE]**. The loan and collaboration period may be extended or terminated by written mutual consent of both Parties.
- 3. Notices:** The following are designated as Technical and Administrative contacts for the purposes of receiving notices under this Agreement.

Technical Contacts:

For UF: Dr. PI Name
 Mailing Address
 Phone Number Email Address

For COMPANY: [COMPANY TECHNICAL CONTACT]

Administrative Contacts:

For UF: Brian Prindle, Associate Director of Research
Division of Sponsored Programs
207 Grinter Hall
PO Box 115500
Gainesville, FL 32611-5500
(352) 392-1582 ufawards@ufl.edu

For COMPANY: [COMPANY ADMINISTRATIVE CONTACT]

4. **Confidential Information:** All unpublished written data and information provided by one Party to the other in connection with this Agreement (“Confidential Information”) is confidential and/or proprietary to the Disclosing Party, and the Receiving Party shall not publish or disclose Confidential Information to a third-party or use Confidential Information for any purpose unrelated to this Agreement, without the prior written consent of the Disclosing Party. The Party receiving Confidential Information from the other party is referred to as the “Receiving Party,” and the Party disclosing Confidential Information to the other party is referred to as the “Disclosing Party”. In order to obtain the protection of this Agreement with respect to Confidential Information, (a) if the Confidential Information is in written form when disclosed, the Disclosing Party must indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification on the writing delivered to the Receiving Party, and (b) if the Confidential Information is disclosed orally or visually, the Disclosing Party must, within 30 days after disclosure to the Receiving Party, deliver to the Receiving Party a writing containing an adequate description of the oral or visual information which shall indicate the proprietary nature of such information by an appropriate legend, marking, stamp or other positive identification. Notwithstanding the provisions of this Paragraph 4, Confidential Information may be shared with a Party’s Affiliates. “Affiliate” shall mean with respect to a Party, any corporation, partnership, trust, or other entity which either:
- (i) owns such Party;
 - (ii) is owned by such Party;
 - (iii) controls such Party;
 - (iv) is controlled by such Party, and/or is under the common control with such Party by an Affiliate of both the entity and such Party; regardless of whether the entity exists as of the Effective Date or is later acquired, formed, or becomes an Affiliate after the Effective Date.

For the purpose of this definition, “control” means direct or indirect ownership of fifty percent (50%) or more of the shares conferring the rights to vote at a general meeting (or its equivalent) of such entity or alternatively to appoint the majority of the directors or other governing body of such entity.

The obligations of non-use and non-disclosure shall not apply to:

- (a) Information that the Receiving Party can show by written record that it possessed prior to its receipt from the Disclosing Party;
- (b) Information that was available to the public prior to its receipt by the Receiving Party or later became so through no fault of the Receiving Party;
- (c) Information that is subsequently disclosed to the Receiving Party by a third party free of any obligations of confidentiality;
- (d) Information that is independently known, developed, or discovered without use of the Disclosing Party’s Confidential Information; or

(e) Information that is required to be disclosed by law.

In the event of 6.(e) above, the Receiving Party is required to give the Disclosing Party prompt notice thereof. Company may seek an appropriate protective order, and UF will reasonably cooperate with Company in its efforts to seek such a protective order.

The obligations of this Article pertaining to confidentiality shall apply for three (3) years after disclosure.

- 5. Publications:** Company recognizes that UF Investigators must have the ability to publish findings, results or other information gained in the course of the Collaboration in scholarly journals, student dissertations, or other professional forums not so mentioned.

In order to give the Company an opportunity to review and advise regarding loss of intellectual property rights and/or to identify any inadvertent disclosure of Company Confidential Information, UF will submit to Company copies of any proposed publication or presentation material involving the results of the Collaboration at least sixty (60) days in advance of the submission date for publication or planned presentation date.

Company recognizes that timing is of the essence and the review of such materials shall be completed within 30-days from the receipt of the planned publication or presentation. UF agrees to delete information Company's Confidential Information from any such proposed publication or presentation material unless Company agrees to allow its release. If Company does not respond within the thirty (30) days, UF Investigators will have the right to publish the results without further notification or obligation to Company.

At the request of the Company, UF will delay publication or presentation of materials submitted by up to another 30-days (or longer if mutually agreed upon) to allow for preparation and filing of a patent application which Company has the right to file or to have UF file at Company's request.

Unless specifically directed otherwise by ASC, Saudi Aramco and Company will be given full credit and acknowledgment for the support provided to University in any publication resulting from the Collaboration, unless specifically directed otherwise by Company, and shall be named as co-developers of any research results, and if appropriate, co-inventors as defined under U.S. Patent Laws.

6. Inventions and Patents:

- a) "Background Intellectual Property" means any intellectual property owned or controlled by a Party as of the Effective Date or conceived outside of the Collaboration.
- b) Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.
- c) No license to the other Party under any patents is granted or implied by conveying proprietary or other Confidential Information to that Party.
- d) If an invention is conceived exclusively by the employees of one Party in the performance of the Collaboration ("Sole Invention"), title to said Sole Invention and to any patent issuing thereon shall be in the inventing Party's name.

e) In the case of a joint invention, that is an invention made jointly by one or more employees of both Parties hereto in the performance of the Collaboration (“Joint Invention”), each Party shall have an equal, undivided interest in and to such Joint Invention(s).

7. **Use of Name for Publicity:** Neither Party shall use the name of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other. Notwithstanding any other provision of this Agreement, both parties acknowledge that under Section 1004.22, Florida Statutes, UF shall be free to release the title and short description of the Collaboration, the name of the UF Investigator, and the amount and source of funding provided for the Collaboration, without prior approval of Company.

8. **Compliance with Law:** The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.

9. **Independent Contractor:** UF shall be deemed to be and shall be an independent contractor and, as such, UF shall not be entitled to any benefits applicable to employees of Company; Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

10. **Insurance:** In the performance of all Collaboration activities hereunder:

a) Each Party shall obtain and maintain insurance or self-insurance, sufficient to cover their respective responsibilities under this Agreement. If requested, each Party agrees to provide evidence of such insurance to the other Party via Certificate of Insurance or other acceptable documentation.

b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof to the extent permitted by Section 768.28, Florida Statutes.

11. **Termination:** This Agreement may be suspended or terminated at any time by UF or Company by giving written notification to the appropriate Administrative Contact of the other Party.

In the event that either Party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within sixty days (60) after receipt of written notice thereof, the Party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.

Any written notice of termination will request disposition instructions for continuing custody of the Loaned Equipment or setting forth details how the terminating Party intends to dispose of Loaned Equipment in the absence of direction from the other Party.

12. **Dispute Resolution:** Any dispute concerning performance of the Agreement shall be decided by the appropriate administrative officials of each Party, who shall reduce any decision to writing.

13. **Force Majeure:** Neither Party is responsible for delays resulting from causes reasonably beyond its control, including fire, explosion, flood, tropical storm, hurricane, war, strike, or riot, provided that the

nonperforming Party uses commercially reasonable efforts to avoid or remove causes of nonperformance and continues performance under this Agreement with reasonable dispatch after the causes are removed.

- 14. Miscellaneous:** This Agreement (a) may not be assigned or transferred by either Party without the other Party's prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

- 15. Export Control:** Each Party shall fully cooperate with the other Party in complying with the Export Control Laws and (including, but not limited to, the obtaining of any required licenses or permits from a governing agency of the United States Government). Company shall notify UF in writing before providing UF any export controlled information or materials. Company shall include, if known, the Export Control Classification Number, United States Munitions List Category or EAR99 designation as appropriate.

- 16. Execution:** Delivery of a signed Agreement by reliable electronic means, including facsimile or email, shall be an effective method of delivering the executed Agreement. This Agreement may be stored by electronic means and either an original or an electronically stored copy of this Agreement can be used for all purposes, including in any proceeding to enforce the rights and/or obligations of the parties to this Agreement.

- 17. Agreement Modification:** The Parties may only modify this Agreement by a written instrument signed by both Parties. A purchase order may be used for billing purposes only and may not modify the terms and conditions of this Agreement.

[Signatures to follow on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

COMPANY NAME

UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES

By: _____

Name:

Title:

Date:

By: _____

Name: Brian Prindle

Title: Associate Director of Research

Date:

Read and approved by:

DR. CHAIR OR DEAN NAME

Chair of Department of Dept Name

EXHIBIT A
Description of Equipment