

**Agreement Number: SPIR-XXXX**

Made by and between the Strategic Partnership for Industrial Resurgence (SPIR), a technology delivery service of the Thomas J. Watson School of Engineering and Applied Science of the State University of New York, organized and existing under the laws of the State of New York, with an office located at State University of New York at Binghamton (mailing address: Strategic Partnership for Industrial Resurgence, Thomas J. Watson School of Engineering and Applied Science, P.O. Box 6000, Binghamton, New York 13902-6000), hereinafter referred to as "SPIR" acting on behalf of the State University of New York (SUNY) at Binghamton, NY, hereinafter referred to as UNIVERSITY, and <Company>, a New York State company with its principal offices <address> hereinafter referred to as "COMPANY".

WITNESSETH:

WHEREAS, the State University of New York, with funding from the State Legislature, has established SPIR, which is intended to revitalize and redirect New York State Industry towards knowledge-intensive high technology by making available to industrial firms the high technical expertise, resources, and facilities of State University of New York; and

WHEREAS, SPIR shall administer any funded work resulting from this partnership project; and

WHEREAS, the COMPANY desires to undertake a project described in the Project Application titled <Project Title>, and attached, which becomes an integral part of this Agreement; and

WHEREAS, the UNIVERSITY has available expertise, personnel, and facilities needed to support this project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the parties agree on this day of <Date> as follows:

1. SCOPE OF WORK

SPIR agrees to use its best efforts to support the Project described in the Project Application SPIR XXXX which is attached to and made a part of this Agreement. The project will be conducted jointly by the UNIVERSITY and the COMPANY under the direction of <Faculty Name> employed by the UNIVERSITY, and <Company Representative Name> employed by the COMPANY (hereinafter referred to as INVESTIGATORS).

2. COST

In consideration of services to be performed pursuant to this Agreement, the cost of SPIR services will be shared by SPIR and COMPANY as detailed below:

Academic Year (per semester)

- COMPANY shall fund: \$3,500 towards graduate student stipend.
- SPIR shall fund: A 100% tuition scholarship and remaining stipend for one graduate student and \$1,000 of faculty stipend and cover project-related travel costs and lab expenses as required up to \$250.

In the event that the project or any SUNY employee involved in the project is prematurely terminated, the funding or reimbursement obligations for both SPIR and COMPANY will be based on a straight percentage of committed SUNY resource expended up to the termination date. In addition, if special equipment was purchased by SUNY to support the project, a portion of its cost or usage specified in the Project Application will be expected to be funded by COMPANY. SPIR will make every effort to refund any *unused* funding prepayments within thirty (30) days after notification of termination actions by SPIR; but due to possible New York State/SUNY processing delays beyond our control, SPIR cannot guarantee reimbursement within thirty (30) days.

3. TERM

This Agreement shall commence on January 17, 2023, and shall continue through May 24, 2023. Either party may terminate this Agreement at any time by giving thirty (30) days written notice of termination to the other contracting party without any further obligations whatsoever. Notwithstanding this clause, a Final Project Review (which could include a Presentation and a Report) and





Deliverables as noted in the Project Application shall be fulfilled by the parties within fifteen (15) days of the date of termination of this Agreement.

4. PROPRIETARY INFORMATION

It is understood that in the course of carrying out this Agreement, either party may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information, which is clearly marked as *proprietary* to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Agreement. This does not supersede any additional agreements which have been previously signed, copies of which are attached.

5. PUBLICATION

The UNIVERSITY will be free to publish the results of work under this Agreement subject only to the protection of any intellectual property rights and proprietary information.

6. PATENTS AND POLICIES

The following Standard Contract Clauses Exhibits and Policies shall apply (Exhibit A Effective Date March 16, 2020), Affirmative Action Clauses (Exhibit A-1 Effective Date March 31, 2020), Computer Software Policy (Document Number 8101 Effective Date January 16, 1998) and the Patents and Inventions Policy (8 NYCRR Part 335.28) of the State University of New York, as amended November 23, 2016. These Exhibits and Policies are available on the SPIR website.

7. INDEMNIFICATION

COMPANY hereby agrees to indemnify SPIR and UNIVERSITY from any claims or actions by third parties because of COMPANY's use or misuse of the reports, technology, or any other written or verbal deliverables which are provided to COMPANY in connection with this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date hereinabove first written.

STRATEGIC PARTNERSHIP FOR INDUSTRIAL RESURGENCE:

COMPANY:

Signed _____

Signed _____

Name Michael V. Testani

Name _____

Title Director, SPIR

Title _____

UNIVERSITY INVESTIGATOR:

COMPANY INVESTIGATOR:

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

UNIVERSITY REPRESENTATIVE:

Signed _____

Name _____

Title _____





ATTACHMENT: Project Description

