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**NSF GOALI COLLABORATION**

This NSF GOALI Collaboration Agreement (“**Agreement**”) effective as of\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”) is between Carnegie Mellon University, a nonprofit Pennsylvania corporation with offices located at 5000 Forbes Avenue, Pittsburgh, PA 15213 (“**Carnegie Mellon**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_with offices located at (“**Collaborator**”).

WHEREAS the purpose of the collaboration contemplated by this Agreement is of mutual interest and benefit to Carnegie Mellon and Collaborator, and will further the instruction and research objectives of Carnegie Mellon in a manner consistent with its status as a nonprofit, tax exempt institution,

NOW, THEREFORE, Carnegie Mellon and Collaborator agree as follows:

1. *Research Project*. Carnegie Mellon and Collaborator will undertake certain research (hereinafter called the “Project”) described in the National Science Foundation (NSF) Proposal *GOALI: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* which is incorporated into this Agreement as Appendix A (“Proposal”), and such other work as may be mutually agreed upon in a duly executed amendment to this Agreement. This Agreement is also subject to the NSF General Grant Conditions (CG-1), July 1, 2002 found at [*http://www.nsf.gov/home/grants/grants\_gac.htm*](http://www.nsf.gov/home/grants/grants_gac.htm)*.* Unless otherwise noted on the Proposal, it is intended that Carnegie Mellon will perform the work at one of its campus locations in the United States. Any work performed by Collaborator under this Agreement shall be performed at a location provided by Collaborator. Collaborator agrees that it must obtain prior written permission from Carnegie Mellon’s Office of Sponsored Programs if it would like to perform work under this Agreement on Carnegie Mellon’s premises.

2. ***Personnel***. The Project and all work assignments shall be carried out under the direction \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Project Director”), while employed by Carnegie Mellon, and by others (e.g., technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as “Personnel”), as assigned by the Project Director.

3. ***Term***. The term of this Agreement begins as of the Effective Date and ends on\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**End Date**”), unless it is terminated earlier as allowed under this Agreement or unless the parties both agree in writing to extend it (the “**Term**”). If a party intends to request an extension to the Term, it agrees to use reasonable efforts to notify the other party at least thirty (30) days before the end of the then-current Term. Expiration of this Agreement shall not affect the rights and obligations of the parties which have accrued prior to expiration.

4. ***Financial and/or In-kind Obligation***.

5. ***Ownership of Project Work Product***.

a. *Intellectual Property Definition.* As used in this Agreement, “**Intellectual Property**” means any and all art, method, process, procedure, invention, idea, design, concept, technique, discovery, improvement or moral right, regardless of patentability, as well as any patents, patent applications, copyrights, trademarks, service marks, trade names, trade secrets, know-how or other intellectual property rights recognized in any country or jurisdiction in the world.

b. *Carnegie Mellon Developments.* Carnegie Mellon will own any and all work product and/or Intellectual Property developed solely by it under this Agreement (“**Carnegie Mellon Intellectual Property**”).

c. *Collaborator Developments.* Collaborator will own any and all work product and/or Intellectual Property developed solely by it under this Agreement (“Collaborator Intellectual Property”).

d. *Joint Developments.* Carnegie Mellon and Collaborator will jointly own any and all work product and/or Intellectual Property developed jointly (e.g., to the extent the parties would be considered joint inventors and/or joint copyright holders, as applicable, under relevant U.S. intellectual property laws) under this Agreement (“**Joint Intellectual Property**”).

e. *Prior/Outside Developments.* Each party will retain its rights in any work product and/or Intellectual Property developed prior to and/or outside the scope of this Agreement.

f. *Government Rights*. NSF will be granted government purpose use rights to Intellectual Property developed under this Agreement as specified in the NSF General Grant Conditions (GC-1), << insert appropriate version date>>.

6. ***Notification of Disclosures***. If and when Carnegie Mellon Intellectual Property or Joint Intellectual Property is created which could lend itself to patenting and/or licensing, the Project Director, or in the case of Joint Intellectual Property, the Project Director and the Collaborator, will disclose the Intellectual Property to the Carnegie Mellon Center for Technology Transfer and Enterprise Creation (“CTTEC”) in accordance with Carnegie Mellon policies and practices, thereby creating a "Disclosure Notice."

7. ***Protecting Project Intellectual Property***.

a. *Definition.*  “**Intellectual Property Protections**” means the registration, application, filing, prosecution or maintenance of a patent, copyright, trademark or other protective measure for Intellectual Property.

b. *Obtaining Protection.* Carnegie Mellon may, in its discretion, file for and maintain Intellectual Property Protections anywhere in the world for any or all Carnegie Mellon Intellectual Property. Collaborator is free to ask Carnegie Mellon to pursue Intellectual Property Protections for such Intellectual Property in a particular country(ies) at the Collaborator's expense. Collaborator may, in its discretion, file for and maintain Intellectual Property Protections anywhere in the world for any or all Collaborator Intellectual Property. Either party may file for and maintain Intellectual Property Protections for Joint Intellectual Property developed under this Agreement. In the event that a party wants to obtain or maintain any Intellectual Property Protections concerning Joint Intellectual Property, the other party agrees to execute any documentation reasonably requested.

 8. ***Use and Protection of Joint Intellectual Property***.

a. *Rights to Joint Intellectual Property; Sharing of Expenses.* Joint Intellectual Property shall be owned equally by the parties. Except as provided below, the parties agree: (i) to share equally all expenses incurred in obtaining and maintaining Intellectual Property Protections on Joint Intellectual Property, and (ii) that each party shall have the right to license such Joint Intellectual Property to third parties (with the right to sublicense) without accounting to the other and without the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other act reasonably requested to evidence such consent.

b. *Exceptions to Expense Sharing.* Notwithstanding the foregoing, a party may decide that it does not want to financially support Intellectual Property Protections for certain Joint Intellectual Property (a “**Non-Supporting Party**”). In that case, the other party is free to seek and obtain such Intellectual Property Protections at its own expense (a “**Supporting Party**”), provided that title to any such Intellectual Property Protections shall still be held jointly by the parties. However, if the Non-Supporting Party then subsequently licenses and/or otherwise uses the Joint Intellectual Property for economic gain in a particular country that is covered by the Intellectual Property Protections obtained by the Supporting Party, then Non-Supporting Party agrees to pay: (a) fifty percent (50%) of the fees and expenses incurred by the Supporting Party for the Intellectual Property Protections, plus (b) interest accruing from the date upon which such costs were incurred at the then current rate per annum announced by the *Wall Street Journal* as the prime rate.

9. ***Review and Evaluation License Granted to Collaborator.*** Provided Collaborator has fulfilled (and continues to fulfill) any and all payment or in-kind obligations to Carnegie Mellon as contemplated by this Agreement, Carnegie Mellon hereby grants to Collaborator a non-exclusive, non-transferable, royalty-free, perpetual license for any and all Carnegie Mellon Intellectual Property for the Collaborator's internal operations and internal, non-commercial research use ("**Review and Evaluation License**"). Pursuant to such Review and Evaluation License, Collaborator may copy and distribute the Carnegie Mellon Intellectual Property to individuals internally within its own organization. Collaborator may also modify the Carnegie Mellon Intellectual Property, provided that Collaborator may only use such modifications within the scope of this Review and Evaluation License and hereby assigns to Carnegie Mellon any and all rights to such modifications. Unless source code is delivered to Collaborator, Collaborator agrees that it shall not (and will not allow others to) decompile or reverse engineer any Carnegie Mellon Intellectual Property. Except for the rights granted above, all other rights in the Carnegie Mellon Intellectual Property remain with Carnegie Mellon. If Collaborator would like additional rights to the Carnegie Mellon Intellectual Property (including but not limited to the right to use the Carnegie Mellon Intellectual Property for commercial marketing, production, redistribution, sale, rent, lease, sublicensing assignment, publication, or dissemination) it must request to negotiate a commercial license.

10. ***Internal Use Rights Granted to Carnegie Mellon.*** Collaborator hereby grants to Carnegie Mellon a non-exclusive, non-transferable, royalty-free, perpetual license for all Collaborator Intellectual Property for Carnegie Mellon’s internal academic and research purposes ("**Research Use License**"). Pursuant to such Research Use License, Carnegie Mellon may copy, distribute, modify and use the Collaborator Intellectual Property for research purposes and general academic use within Carnegie Mellon, but otherwise shall not, nor permit any third party to, modify, decompile, reverse engineer, redistribute, repackage, encumber, sell, rent, lease, sublicense, assign, time-share, publish, broadcast, circulate, market, donate, disseminate, retransmit, or commercially-exploit the Collaborator Intellectual Property or any part thereof.

11. ***Confidential Information.***

a. *Definition.* All information, documents, materials and know-how which may be disclosed or furnished pursuant to this Agreement shall be considered “**Confidential Information**” if marked or designated as provided below.

b. *Marking Requirement.* In order to be considered “Confidential Information” under this Agreement: (i) information that is disclosed in written or tangible form must be marked “confidential” at the time of disclosure, and (ii) information that is disclosed orally or otherwise than in tangible form must be identified as “confidential” at the time of disclosure and a written summary must be provided to the recipient within twenty (20) days thereafter.

c. *Exceptions.* “Confidential Information” does not include any information that: (i) was known to the recipient prior to disclosure by the other party; (ii) is or becomes publicly available (with no obligation of confidentiality) through no fault of recipient; (iii) is independently developed by employees of recipient without use or reference to the Confidential Information; or (iv) is or was brought to recipient's attention by a third party who has a legal right to do so.

d. *Confidentiality Obligations.* For two (2) years from the date of receipt of the Confidential Information, the recipient of the other party’s Confidential Information will not share it with any third party and will keep it confidential using the same degree of care as it uses in protecting and preserving its own confidential information (but no less than a reasonable standard of care). Provided the recipient is exercising this standard of care, it will not be liable for the inadvertent or accidental disclosure of Confidential Information.

e. *Permitted Disclosure.* It will not be a violation of this section for a recipient to disclose the other party’s Confidential Information in response to a subpoena, court order or other legal process provided that the recipient gives the disclosing party reasonable advance written notice of the required disclosure (unless prohibited by the terms of the court order, etc.) and provided the recipient discloses only as much Confidential Information as required.

12. ***Publications.*** Subject to the non-disclosure obligations created by or pursuant to this Agreement, all reports and papers of research and other activities conducted under the Project may be published by Carnegie Mellon or Collaborator.

13. ***Use of the name of Carnegie Mellon or Collaborator.*** Each party agrees not to use the name or trademarks of the other party or any member of its staff in sales promotion work, advertising or other publicity without the prior written permission of the other party.

14. ***Extensions and Renewals, Cancellation for Convenience.***

a. *Extensions and Renewals.* It is understood that the Project may be extended for additional periods of time under the terms mutually agreed upon in writing in a duly executed amendment to this Agreement.

b. *Cancellation for Convenience.* Either party shall have the right to cancel or suspend the remainder of the Project or this Agreement by providing the other party with at least sixty (60) days prior written notice.

*c. Survival.* Any provisions of this Agreement which would naturally survive cancellation or expiration will do so (including but not limited to Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, and 18,).

15. ***DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY***

a. *Disclaimers.* ANY AND ALL INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY AND OTHER PROPERTY AND RIGHTS GRANTED AND/OR PROVIDED BY CARNEGIE MELLON PURSUANT TO THIS AGREEMENT (INCLUDING THE CARNEGIE MELLON INTELLECTUAL PROPERTY), ARE GRANTED AND/OR PROVIDED ON AN "AS IS" BASIS.  CARNEGIE MELLON MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, AND ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.   WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CARNEGIE MELLON DOES NOT MAKE ANY WARRANTY OF ANY KIND RELATING TO EXCLUSIVITY, INFORMATIONAL CONTENT, ERROR-FREE OPERATION, RESULTS TO BE OBTAINED FROM USE, FREEDOM FROM PATENT, TRADEMARK AND COPYRIGHT INFRINGEMENT AND/OR FREEDOM FROM THEFT OF TRADE SECRETS.  Collaborator IS PROHIBITED FROM MAKING ANY EXPRESS OR IMPLIED warranty TO ANY THIRD PARTY on behalf of Carnegie Mellon RELATING TO ANY MATTER, INCLUDING the application of or the results to be obtained FROM the information, materials, services, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS (INCLUDING THE CARNEGIE MELLON INTELLECTUAL PROPERTY) GRANTED AND/OR PROVIDED BY CARNEGIE MELLON puRsuant to this agreement.

b. *Limitation of Liability.* CARNEGIE MELLON SHALL NOT BE LIABLE TO COLLABORATOR OR ANY THIRD PARTY FOR ANY REASON WHATSOVER ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH OF THIS AGREEMENT) FOR LOSS OF PROFITS OR FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF CARNEGIE MELLON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES.

c. *Indemnification.* Collaborator shall defend, indemnify and hold harmless Carnegie Mellon and its trustees, officers, employees, attorneys and agents (“**Carnegie Mellon Parties**”) from and against any and all liability, damage, loss or expense (including reasonable attorney’s fees and expenses) incurred by or imposed upon any or all Carnegie Mellon Parties in connection with any claim, suit, action or demand arising out of or relating to any exercise of any right or license granted or provided to Collaborator under this Agreement, including any use of the Carnegie Mellon Intellectual Property, under any theory of liability (including without limitation, actions in the form of tort, warranty, or strict liability, or violation of any law, and regardless of whether such action has any factual basis).

16. ***Notice.***  Any notice to the other party under this Agreement must be in writing, signed by the party giving it, and provided either personally, by registered mail, certified mail, and/or reputable overnight courier (such as UPS, FedEx, etc.) to the appropriate address listed on the signature page to this Agreement. Either party may update its contact information by providing written notice to the other party as required by this Section.

17. ***Export Controls.*** Each party is subject to any and all applicable export control laws and regulations in its performance of this Agreement. As an institution of higher learning, Carnegie Mellon performs fundamental research that is exempt from export control licensing under applicable export control laws. As a result, Carnegie Mellon does not wish to take receipt of export-controlled information or materials except as may be specifically agreed to in advance by Carnegie Mellon and for which Carnegie Mellon has made specific arrangements. Collaborator agrees that it will not provide or make accessible to Carnegie Mellon any export-controlled information or materials without first informing Carnegie Mellon’s Office of Sponsored Programs of the export-controlled nature of the information or materials and obtaining from Carnegie Mellon’s Office of Sponsored Programs its written consent to accept such information or materials as well as any specific instructions regarding the mechanism pursuant to which such information or materials should be passed. To the extent there is a situation where the transfer of information, data or materials (including but not limited to the return of any materials being loaned by Collaborator under this Agreement) from Carnegie Mellon to Collaborator requires an export control license from the pertinent agency of the United States Government and/or written assurances by Collaborator that Collaborator shall not export data or commodities to certain foreign countries without prior approval of such agency, Collaborator understands that Carnegie Mellon cannot guarantee that such a license will be issued. If for any reason the required license should not be issued, Collaborator shall pay to Carnegie Mellon only those costs of labor and expenses associated with the performance of the Agreement to the date when Carnegie Mellon was informed that the license would not be issued and Carnegie Mellon shall be released from any further performance of the Agreement.

18. ***Miscellaneous.***

a. *No Exclusivity.* Nothing contained in this Agreement shall prevent either Collaborator or Carnegie Mellon from entering into research projects with third parties which are similar to the Project, or from independently developing (either through third parties or through the use of its own personnel), or from acquiring from third parties, technologies or products which are similar to and competitive with Intellectual Property resulting from the Project.

b. *Severability.* If any portion of this Agreement is determined by any court or governmental agency of competent jurisdiction to violate applicable law or otherwise not to conform to requirements of law, then the rest of the Agreement will remain in effect and the parties will substitute a suitable and equitable provision for the invalid/unenforceable provision in order to carry out the original intent and purpose of the original Agreement.

c. *Independent Contractors.* In all matters relating to this Agreement, the parties are acting as independent contractors and neither party will represent that it has any authority to assume or create any obligation or warranty on behalf of the other party and/or to represent the other party as agent, employee or in any other capacity.

d. *Section Headings; No Third Party Beneficiaries.* The section headings herein are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than Carnegie Mellon or Collaborator any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

e. *Dispute Resolution.*  This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflict of laws provisions. All claims and/or controversies of every kind and nature arising out of or relating to this Agreement, including any questions concerning its existence, negotiation, validity, meaning, performance, non-performance, breach, continuance or termination shall be settled (1) at Carnegie Mellon’s election, by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and, in such case (A) the arbitration proceedings shall be conducted before a panel of three arbitrators, with each party selecting one disinterested arbitrator from a list submitted by the AAA and the two disinterested arbitrators selecting a third arbitrator from the list, (B) each party shall bear its own costs of arbitration, (C) all arbitration hearings shall be conducted in Allegheny County, Pennsylvania, and (D) the provisions hereof shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court or before any administrative tribunal with respect to any claim or controversy arising out of or relating to this Agreement and which is arbitrable as provided in this Agreement (provided that either party may seek injunctive relief in a court of law or equity to assert, protect or enforce its rights in any intellectual property and/or confidential or proprietary information as described in this Agreement), or (2) in the event that Carnegie Mellon does not elect binding arbitration as permitted in point (1) above, exclusively in the United States District Court for the Western District of Pennsylvania or, if such Court does not have jurisdiction, in any court of general jurisdiction in Allegheny County, Pennsylvania and each party consents to the exclusive jurisdiction of any such courts and waives any objection which such party may have to the laying of venue in any such courts.

f. *Government Rights.* This Agreement, any and all obligations of Carnegie Mellon, and any and all rights granted to Collaborator are made subject to any applicable rights of the United States Government.

g. *No Assignment.* Collaborator may not assign any or all of its rights and/or obligations under this Agreement without the prior written consent of Carnegie Mellon, which consent may be granted or withheld in Carnegie Mellon’s sole discretion. Any attempted assignment in violation of this section shall be void and of no effect.

h. *Binding Effect; No Waiver.* This Agreement is binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns. No failure or successive failures on the part of either party, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement, shall operate as a discharge of such covenant, Agreement, or condition, or render the same invalid, or impair the right of either party, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by the other party, its successors or assigns.

i. *Force Majeure.* Except for Collaborator’s payment obligations, if any, neither party shall be liable under this Agreement for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, war (declared or undeclared), terrorist act, act of any governmental authority, acts or omissions of the other party, riot, fuel or energy shortage, or due to any other cause beyond the party’s reasonable control. In the event delays in performance due to any such cause, the dates for performance will be postponed by a period of time equal to the delay period.

j. *Entire Agreement.* This Agreement (including its appendices) constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter of this Agreement. The Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties. Unless explicitly accepted in this Agreement or in a document specifically entitled as an amendment to this Agreement, terms appearing in purchase orders shall be of no effect other than evidencing Collaborator’s intent to be bound to this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Carnegie Mellon University Company**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(Signature) (Signature)*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(Name) (Name)*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(Title) (Title)*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*(Date) (Date)*

***Collaborator understands and agrees that*** ***Carnegie Mellon will not be bound by this Agreement and/or any amendment hereto unless signed by a duly authorized signatory listed in Carnegie Mellon’s policy entitled “Authorized Signatures for Agreements, Contracts, Licenses” (currently posted at*** [***http://www.cmu.edu/policies/documents/AuthSig.html***](http://www.cmu.edu/policies/documents/AuthSig.html)***) or who Collaborator knows possesses a valid, written signature delegation issued pursuant to such policy.***

**Carnegie Mellon University [Company Name]**

**For Billing Information:**

**Attn: Rhonda Kloss**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sponsored Projects Accounting Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carnegie Mellon University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5000 Forbes Avenue \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pittsburgh, Pennsylvania 15213 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-2091 Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-5841 Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: rkloss@andrew.cmu.edu \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Contract Issues:**

**Attn: (Fill in name)**

Office of the Sponsored Programs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Carnegie Mellon University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5000 Forbes Avenue \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pittsburgh, PA 15213 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-8746 Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-6279 Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Technical Issues:**

**Attn:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carnegie Mellon University \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5000 Forbes Avenue \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pittsburgh, PA 15213 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-XXXX Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(412) 268-XXXX Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX A

Proposal

APPENDIX B

(As applicable if referenced in Section 4)

Budget

APPENDIX C –

(As applicable if referenced in Section 4)

Payment Schedule

As full and complete compensation hereunder, Collaborator agrees to pay Carnegie Mellon on this [fixed price, cost reimbursable] type agreement in accordance with the line item expenditures as set forth in the Appendix B for the work detailed under Appendix A. Collaborator agrees to make advance [annual, bi-annual, quarterly, monthly] payments to Carnegie Mellon, commencing with the first payment within thirty (30) days of the Effective Date. All future payments will be made within thirty (30) days of receipt of an invoice as specified below.

 1st payment 30 days from Effective Date US$XXX,XXX.00

 2nd payment DATE US$XXX,XXX.00

 3rd payment DATE US$XXX,XXX.00

 4th payment DATE US$XXX,XXX.00

Payments may be made via check or wire transfer.

Checks should be made payable to Carnegie Mellon University and sent to:

Carnegie Mellon University

P.O. Box 371032

Pittsburgh, PA 15250-7032.

Wire transfers should be sent as follows:

Name: Bank of New York Mellon

Address: 500 Ross St.

 Pittsburgh PA 15262

Beneficiary: Carnegie Mellon University

Account Name: Cash Management Account

**Account Number: 197-9003**

ABA Number: 043000261

SWIFT Code: MELNUS3P

Bank Contact: Cash Management Customer Service

 (412) 234-2515 Jeanne Mazur

*Delinquent Payments; Taxes.* Any payment that is not made when due shall be considered delinquent. Carnegie Mellon, in its sole discretion, may charge interest on any delinquent amounts at the lower of the rate of 1.5% per month or the maximum rate of interest allowable under applicable law. The amounts to be paid by Collaborator under this Agreement do not include any charges for applicable taxes, governmental charges, duties or similar additions or deductions of any kind (including without limitation any and all federal, state, local, governmental, republic or provincial sales, use, goods and services, excise and withholding taxes) other than any United States Federal or state income taxes assessed on the income of Carnegie Mellon (collectively, “**Taxes**”). Collaborator agrees to pay any and all amounts required under this Agreement without deduction of any such Taxes. In the event by operation of law or otherwise, such Taxes are required to be deducted from any amounts paid to Carnegie Mellon under this Agreement, the amounts due under this Agreement shall be increased to such amounts as may be necessary to yield Carnegie Mellon the amount it would otherwise have received had such payments been made without deduction for any such Taxes. In addition, the amounts to be paid by Collaborator under this Agreement do not include customs duties or any other importation or exportation fees and associated costs, if any. Collaborator agrees to pay any such costs within thirty (30) days after receipt of an invoice from Carnegie Mellon.