

MN-REACH Award Agreement

Between the University of Minnesota Research Evaluation and Commercialization Hub (from now on MN-REACH) and Professor(s) _____, College of _____ (from now on “MN-REACH Participant(s)”)

MN-REACH is a joint initiative between the National Institutes for Health (NIH) and the University of Minnesota. Upon our receipt of a fully executed copy of this document, the award will be distributed to your department administrator in milestone payments detailed below in Section V (“Funding”), in order to support the activities. NIH and MN-REACH will administer funding according to the rules established in the Grant Award. The funding after the initial tranche is contingent upon successful completion of established and previously published milestones.

The terms and conditions contained in this agreement apply specifically to your project,
_____.

By accepting this award and signing below, all of the undersigned understand and agree to the following:

I. Compliance with Laws, Rules, and Policies

All investigators conducting research for this project, inventors of technology, and department chairs and deans overseeing investigators and inventors (“MN-REACH Participants”) shall abide by the terms of this agreement in accordance with Regents and University Policy.

II. Inventorship and Intellectual Property

- i. Inventorship status shall be determined in accordance with patent law. In accordance with Section V, Subdivision 1 and 2 of the University's IP Policy, University owns all rights, titles, and interests in and to, and participants hereby assign, all rights, titles, and interests in and to any technology developed with MN-REACH funding (“Intellectual Property”). Participants shall promptly file invention disclosures related to the Intellectual Property with the University's Office for Technology Commercialization (“OTC”) and cooperate fully and promptly with all requests from OTC concerning the Intellectual Property.

III. Project Status:

- i. The Project Team (or “MN-REACH Participant(s)”) shall keep MN-REACH apprised of project developments, and shall share data and work cooperatively with MN-REACH throughout the commercialization process.
- ii. Progress reports shall be prepared and submitted by “MN-REACH Participants” to the MN-REACH office upon or near completion of each milestone. Reports shall include sufficient detail and length to convince MN-REACH personnel the project milestone is completed. Progress reports must be less than 2 pages in length. If there are questions as to format, please contact MN-REACH.

- iii. Progress reports or requests for deviations must describe any significant revisions or deviations to the research plan which should be submitted to the MN-REACH for prior approval.
- iv. A project may be terminated by the MN-REACH (according to NIH rules), if milestones listed in Section V have not been sufficiently met.

IV. Funding:

- i. Projects will be funded at the level deemed necessary by MN-REACH to achieve the proposed research objectives.
- ii. If no required expertise or capability is available at the University of Minnesota, MN-REACH funding may be used to pay for services by external vendors or suitable academic partners. MN-REACH participants must submit a quote received within six (6) months of onset of services to the MN-REACH Project Manager. Use of external contractors in substitution and/or addition to those described in the MN-REACH Cycle 1 proposal require prior approval by MN-REACH.
- iii. Proposal will be funded for up to _____ months (____ years) of effort.

Funds will be distributed as follows: total award of \$ _____ to support the activities described in the MN-REACH Funding Request Proposal. Payment will be distributed in milestones as follows: \$ _____ upon receipt of (1) signed MOU and (2) the required documents related to animal studies (see Appendix A). The remaining \$ _____ [milestone 2] will be issued upon successful completion of milestone 1 as determined by MN-REACH Executive Committee review of your milestone report.

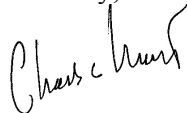
Project funds may be sponsored, non-sponsored or a combination of both. If the project is awarded sponsored funds, the Indirect Cost Recovery (ICR) funds earned will remain in the MN-REACH program.

V. Time and Effort:

- i. The MN-REACH Participant will commit his/her time and effort as appropriate to lead and/or oversee the project.
- ii. Non-performance, including missing technical milestones, failure to submit progress reports, may constitute violation of this agreement and serve as ground for cancellation of the award at the sole discretion of the MN-REACH.

On behalf of the MN-REACH team, I wish you all the best with your work on this technology.

Sincerely,



Charles C. Muscoplat, Ph.D.
Principle Investigator

Agreed to:

PI: _____
Title: _____
Department: _____

Signature _____
Date: _____

Department
Head [name]: _____

Signature: _____
Date: _____

MN-REACH: **Charles Muscoplat**
Title: PI, MN-REACH grant

MN-REACH: **Vadim Gurvich**
Title: Co-PI/Budget Manager

Signature: _____
Date: _____

Signature: _____
Date: _____

Please return signed agreement to:

Lorri Chapman

Project Manager, MN-REACH

717 Delaware Street SE, Room 419B, Minneapolis, MN 55414

lchapman@umn.edu