



**MASSACHUSETTS INSTITUTE OF TECHNOLOGY
OFFICE OF SPONSORED PROGRAMS**

RESEARCH AGREEMENT

This Research Agreement (“Agreement”) is made effective as of [-----], by and between **Massachusetts Institute of Technology**, located at 77 Massachusetts Avenue, Cambridge, Massachusetts 02139 USA (“MIT”), and [-----], located at [-----] (“Sponsor”). “Party” shall mean MIT or Sponsor, and “Parties” shall mean MIT and Sponsor.

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to MIT and to Sponsor, and will further the instructional and research objectives of MIT in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

NOW, THEREFORE, the Parties hereto agree as follows:

- 1. STATEMENT OF WORK.** MIT agrees to use reasonable efforts to perform the research described in **Attachment A** (the “Research”) to this Agreement.
- 2. PRINCIPAL INVESTIGATOR.** The Research will be supervised by [-----] (the “Principal Investigator”). If, for any reason, [-----] is unable to continue to serve as Principal Investigator and a successor reasonably acceptable to both Parties is not available, this Agreement may be terminated as provided in Section 6.
- 3. PERIOD OF PERFORMANCE; TERM.** The Research shall be conducted during the period (the “Period of Performance”) commencing [-----] and, unless earlier terminated in accordance with this Agreement, ending [-----] (“Completion Date”). The Period of Performance may be modified or extended by affirmative email confirmation between the Parties’ Contractual Matters representatives designated in Section 14; all other changes to this Agreement may be made only as provided in Section 24. The term of this Agreement shall commence upon the first to occur of (i) the date first written above or (ii) the commencement of the Period of Performance, and expire on the Completion Date.
- 4. REIMBURSEMENT OF COSTS.** In consideration of the foregoing, Sponsor shall reimburse MIT for all direct and F&A (Facilities & Administrative or indirect) costs incurred in the performance of the Research which may include business class fares for international travel of faculty and staff. The total estimated project cost of

\$ [REDACTED] (the “Funding”) may not be increased without written authorization from Sponsor.

5. PAYMENT AND TAXES.

- A. TIMING. Sponsor shall pay the Funding to MIT in advance, upon full execution of this Agreement.
- B. METHOD. All Funding shall be paid in U.S. dollars by wire transfer in accordance with the wire instructions set forth in **Attachment B** or later provided by MIT. Sponsor’s invoicing requirements are set forth in **Attachment B**.
- C. TAXES. In the event that the Funding is subject to any levy or tax, including, but not limited to withholding tax, income tax, service tax, sales tax or VAT, by local, regional or federal government authorities in [COUNTRY], Sponsor shall (1) pay to the applicable tax authorities, whether on its own or MIT’s behalf, such amount of levy or tax and, if applicable, penalties and interest, as will result in MIT receiving the full amount of the Funding and (2) provide MIT with a copy of the withholding tax certificate or other tax filing documentation evidencing payment was made promptly following payment of the levy or tax.

{Insert [Subsection D] *ONLY IF* work that will be done abroad is “essential and significant to the Research” (or to other services by MIT under this agreement), and includes activities that are more than “ancillary or preparatory to the Research.” Otherwise, delete [Subsection D] and renumber Subsection E as Subsection D. For questions or guidance, search the OSP Intranet for Uniform International Tax Language.}

- D. PERSONAL INCOME TAXES. If [COUNTRY]’s taxing authorities impose income taxes on any compensation paid by MIT to any MIT personnel as a consequence of his or her performing activities under this Agreement, or if any such individual is required to file a tax return in [COUNTRY] as a consequence of performing activities under this Agreement, then Sponsor shall expeditiously pay MIT, for the benefit of the individual, an amount equal to the Additional Tax plus the Gross Up Amount. The “Additional Tax” is the difference between (a) the total amount that the affected individual would have been obligated to pay for federal and state income taxes in the relevant tax year in the U.S. and elsewhere if the individual had not performed activities under this Agreement, including, without limitation, interest and penalties and the cost to prepare and file any tax returns and (b) the total amount the affected individual is actually obligated to pay for federal and state income taxes in the relevant tax year in the U.S., [COUNTRY] and elsewhere, including, without limitation, interest and penalties and the cost to prepare and file any tax returns. The “Gross Up Amount” is an amount equal to the Additional Tax divided by 1 minus the sum of (i) the U.S. federal income tax rate and (ii) the state income tax rate that would be applied to the individual’s base compensation.]

E. **FINAL ACCOUNTING.** A final financial accounting of all costs incurred and all funds received by MIT hereunder, together with a check for the amount of the unexpended balance, if any, shall be submitted to Sponsor within ninety (90) days following the expiration or any earlier termination of this Agreement.

6. **TERMINATION.** Either Party may terminate this Agreement by giving sixty (60) days' prior written notice to the other Party. Upon termination by either Party, MIT shall be reimbursed as specified in Section 4 for all costs and non-cancelable commitments incurred in connection with the Research up to and including the effective date of termination, such reimbursement not to exceed the total estimated cost specified in Section 4.

7. **CONFIDENTIAL INFORMATION.** If, in the performance of the Research, the Principal Investigator and members of the MIT research team affirmatively accept access to Sponsor's "Confidential Information" (as defined in **Attachment C** to this Agreement), the rights and obligations of the Parties with respect to such information shall be governed by the terms and conditions set forth in **Attachment C** to this Agreement.

8. **PUBLICATIONS.** The Parties recognize MIT's first right to publish the results of the Research, and MIT will be free to publish such results after providing Sponsor with a thirty (30) day period in which to review each publication, to identify patentable subject matter and to identify any inadvertent disclosure of Confidential Information. If necessary to permit the preparation and filing of U.S. patent application(s), the Principal Investigator may agree to an additional review period not to exceed sixty (60) days. Any further extension will require subsequent agreement between Sponsor and MIT. Sponsor's use or disclosure of the results of the Research shall be in a manner consistent with preserving (i) the patentability of any inventions developed hereunder, and (ii) MIT's first right to publish results of the Research.

9. **SPONSOR INTELLECTUAL PROPERTY.** Title to any invention conceived or first reduced to practice in performance of the Research solely by Sponsor personnel without significant use of MIT administered facilities or resources (each a "Sponsor Invention") shall remain with Sponsor. Title to and the copyright in any copyrightable material first produced or composed in the performance of the Research solely by Sponsor personnel without significant use of MIT administered facilities or resources ("Sponsor Copyright") shall remain with Sponsor. Neither Sponsor Inventions nor Sponsor Copyrights shall be subject to the terms and conditions of this Agreement.

10. JOINT INTELLECTUAL PROPERTY.

A. **JOINT INVENTIONS.** The Parties shall have joint title to (i) any invention conceived or first reduced to practice jointly by MIT employees and/or students, and Sponsor personnel in the performance of the Research, and (ii) any invention conceived or first reduced to practice by Sponsor personnel in the performance of the Research with significant use of MIT administered facilities or resources (each, a "Joint Invention"). Each Party shall promptly notify the other Party of

any Joint Invention; in the case of MIT, such notification shall be provided to Sponsor after an invention disclosure is received by MIT's Technology Licensing Office ("TLO"). MIT shall have the first right to file a patent application on a Joint Invention in the names of both Parties, unless otherwise agreed. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared except that, if one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance thereof, at its own expense, provided that title to the patent remains in the names of both Parties.

- B. LICENSES. Each Party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other Party, except that Sponsor shall be entitled to request an exclusive license to MIT's interest in a Joint Invention as provided under Section 11.B.2 below.
- C. JOINTLY DEVELOPED COPYRIGHTABLE MATERIALS. Copyrightable materials, including computer software, produced or composed in performance of the Research (i) jointly by MIT employees and/or students, and Sponsor personnel, or (ii) by Sponsor personnel with significant use of facilities or resources administered by MIT, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials and their interest in such copyrights as they deem appropriate, without any obligation of accounting to the other Party.

11. MIT INTELLECTUAL PROPERTY.

- A. MIT INVENTIONS. MIT shall have sole title to (i) any invention conceived or first reduced to practice solely by MIT employees and/or students in performance of the Research (each an "MIT Invention") and (ii) any invention conceived or first reduced to practice by Sponsor personnel with significant use of MIT administered facilities or resources, if the invention is conceived or reduced to practice other than in the performance of the Research. Sponsor shall be notified of any MIT Invention promptly after an invention disclosure is received by MIT's TLO. MIT (a) may file a patent application at its own discretion or (b) shall do so at Sponsor's request and expense.
- B. LICENSING OPTIONS. For each MIT Invention on which a patent application is filed by MIT, MIT hereby grants Sponsor a non-exclusive, non-transferable, royalty-free license for internal research purposes. Sponsor shall further be entitled to elect one of the following license options by notice in writing to MIT within six (6) months after MIT's notification to Sponsor that a patent application has been filed:
 - 1. a non-exclusive, non-transferable, royalty-free license (in a designated field of use, where appropriate) to Sponsor, without the right to sublicense, in the United States and/or any foreign country elected by Sponsor pursuant to

Section 11.C below, to make, have made, use, lease, sell and import products embodying or produced through the use of such MIT Invention; or

2. a royalty-bearing, exclusive license (subject to third party rights, if any, and in a designated field of use, where appropriate) to Sponsor, including the right to sublicense, in the United States and/or any foreign country elected by Sponsor pursuant to Section 11.C below, to make, have made, use, lease, sell and import products embodying or produced through the use of such MIT Invention (or MIT's interest in a Joint Invention). This option to elect an exclusive license is subject to MIT's concurrence and the Parties' negotiation of commercially reasonable license terms and conditions.

Each of the foregoing licenses is subject to Sponsor's agreement to (a) reimburse MIT for the costs of patent prosecution and maintenance in the United States and any elected foreign country, (b) demonstrate reasonable efforts to commercialize the technology in the public interest, and (c) comply with the requirements, if any, applicable under the Bayh-Dole Act, 35 USC §200-212 and 37 CFR Part 401, as amended.

If Sponsor and MIT do not enter into a license agreement within three (3) months after Sponsor's election to proceed under Section 11.B.1 or 11.B.2 above, Sponsor's rights under Sections 11.B.1 and 11.B.2 will expire.

- C. FOREIGN FILING ELECTION. If Sponsor elects a license under Sections 11.B.1 or 11.B.2, Sponsor shall notify MIT of those foreign countries in which it desires a license in sufficient time for MIT to satisfy the patent law requirements of those countries. Sponsor will reimburse MIT for the out-of-pocket costs, including patent filing, prosecution and maintenance fees, related to those foreign filings.
- D. CONFIDENTIALITY OF INVENTION DISCLOSURES. Sponsor shall retain all invention disclosures provided by MIT, including any contained in Research results, in confidence and use its best efforts to prevent their disclosure to third parties. Sponsor shall be relieved of this obligation only when this information becomes publicly available through no fault of Sponsor.
- E. COPYRIGHT OWNERSHIP AND LICENSES. Title to and the copyright in any copyrightable material first produced or composed in the performance of the Research solely by MIT employees and/or students shall remain with MIT.
 1. For any copyrights or copyrightable material other than computer software and its documentation and/or informational databases required to be delivered in accordance with **Attachment A**, Sponsor is hereby granted an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, distribute and perform all such copyrightable materials for Sponsor's internal purposes.

2. Sponsor shall be entitled to elect, by notice to MIT within six (6) months following MIT's notification or delivery to Sponsor of computer software and its documentation and/or informational databases required to be delivered to Sponsor in accordance with **Attachment A**, a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works based upon, display, and distribute to end users, such computer software and its documentation and/or databases for internal and/or commercial purposes. If the use of the software would infringe claims of a patent application filed pursuant to Section 11.A above, then Sponsor will need to elect license rights in such patent as set forth in Section 11.B above in order to elect the license contemplated by this Section. If such computer software is a derivative of MIT software existing prior to the start of the Research, then such license may not be royalty-free.

F. **RIGHTS IN TRP.** As between the Parties, unless otherwise agreed by the Parties in writing, MIT shall own all rights in and to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Research.

G. **LICENSE EFFECTIVE DATE.** All licenses elected by Sponsor pursuant to paragraphs B and E of this Section 11 become effective as of the date the Parties sign a separate license agreement.

12. USE OF NAMES. Sponsor and its affiliates shall not use the name "Massachusetts Institute of Technology" or any variation, adaptation, or abbreviation thereof, or the name of any of MIT's trustees, officers, faculty members, students, employees, or agents, or any trademark owned by MIT, in any promotional material or other public announcement or disclosure without the prior written consent of MIT's TLO (tlo-uon@mit.edu), which consent MIT may withhold in its sole discretion. The foregoing notwithstanding, Sponsor may make factual statements about the existence of this Agreement without prior approval, including the amount of the Funding and description of the Research being conducted hereunder, solely to comply with (i) governmental disclosure obligations, or (ii) Sponsor's reporting policies.

13. REPRESENTATIONS AND WARRANTIES. MIT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE RESEARCH, RESEARCH RESULTS OR ANY INTELLECTUAL PROPERTY RIGHTS AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF MIT OR THIRD PARTIES, CREATION, VALIDITY, ENFORCEABILITY AND SCOPE OF ANY INTELLECTUAL PROPERTY RIGHTS OR CLAIMS, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE.

IN NO EVENT SHALL EITHER PARTY, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS AND AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING.

14. **NOTICES.** Any notice given under this Agreement must be in writing and be addressed to the recipient Party at the address shown below or to such other address as a Party may substitute by notice. Notices must be sent by commercial courier via express, priority or similar service or by email. Notices sent by commercial courier shall be deemed to have been given as of the date that the commercial courier completes delivery and notices sent by email shall be deemed to have been given on the date that the recipient Party affirmatively confirms receipt by email or in writing to sender.

MIT

SPONSOR

Contractual Matters

MIT Office of Sponsored Programs
77 Massachusetts Avenue, NE18-901
Cambridge, MA 02139-4307 USA
Attention: [CA name]
Phone: + 1-617-__-__
Email: _____@mit.edu

Invoice and Payment Matters

MIT Sponsored Accounting
77 Massachusetts Avenue, NE 49-4161
Cambridge, MA 02139-4307 USA
Phone: +1-617-253-2760
Email: billing-issues@mit.edu

Technical Matters

MIT [Dept/Lab/Center]
77 Massachusetts Avenue, [Rm #]
Cambridge, MA 02139-4307 USA
Attention: [PI name]
Phone: +1-617-__-__
E-mail: _____@mit.edu

Intellectual Property Matters

MIT Technology Licensing Office
255 Main Street, Room NE18-501
Cambridge, MA 02142-1601 USA
Attention: Director
Phone: +1-617-253-6966
Email: tlo@mit.edu

- 15. ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, except that a Party that is in full compliance with this Agreement may, without the prior written consent of (but upon written notice to) the other Party, assign this Agreement in connection with the assignment of substantially all of its business and assets. Any attempted assignment in violation of this Section is void.
- 16. GOVERNING LAW; TRANSLATIONS.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts and the federal laws of the United States of America, without regard to any applicable conflict of laws principles. In the event that any translation of this Agreement is executed by the Parties, the English language version shall be the official version and shall govern if there is conflict between the two.
- 17. DISPUTE RESOLUTION.** All disputes between the Parties arising out of, or relating to, this Agreement, or the breach, termination or invalidity hereof, whether before or after termination hereof, shall be resolved in accordance with this Section. If a dispute arises between the Parties, the Parties shall attempt to reach resolution through good faith direct discussions between their respective senior executives having authority to resolve the dispute.
- A. If the dispute remains unresolved after thirty (30) days, either Party may request that the other Party participate in mediation, and the other Party shall consider such request in good faith.
- B. **ARBITRATION.** If a dispute has not been resolved within forty-five (45) days after the commencement of mediation or within sixty (60) days after initiation by either Party of an attempt to reach resolution through good faith direct discussions, then either Party may initiate a demand for arbitration under the UNCITRAL Arbitration Rules as then in effect and, except as set forth herein,

the dispute will be arbitrated in accordance with such rules. The arbitration shall be final and binding. The arbitration shall be conducted before a panel of three (3) arbitrators. Each Party shall select an arbitrator and the selected arbitrators shall mutually agree upon a third. The arbitration shall be held in a mutually agreeable location or, if the parties cannot agree upon a location within ten (10) days after the arbitrator panel has been constituted, at a location deemed fair to the Parties by the arbitrators. The arbitration shall be conducted in English. Each Party shall bear the costs of its own counsel fees and expenses and half of the costs of the arbitration, unless the arbitrators determine that the non-prevailing Party should bear more of the costs and expenses. Judgment upon an award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

C. **RIGHT TO SEEK EQUITABLE RELIEF.** Notwithstanding any other provision of this Section, either Party may bring suit in a court of competent jurisdiction for equitable relief from the other Party's alleged breach of its confidentiality obligations without first mediating or arbitrating the issue.

18. FORCE MAJEURE. Except for payment obligations, neither Party shall be liable to the other for failure to perform any of its respective obligations hereunder, if such failure is caused by conditions beyond its reasonable control, including without limitation, natural disasters, fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, governmental restrictions or interference, civil commotion, riot, war, terrorism, strikes, labor disturbance, or any other cause beyond its reasonable control.

19. EXPORT CONTROLS. Each Party will comply with all applicable U.S. export control laws and regulations, including the Export Administration Act of 1979, as amended (50 U.S.C. App. §2401 et seq.) and its associated Export Administration Regulations ("EAR") and U.S. International Traffic in Arms Regulations ("ITAR")(all such U.S. export control laws and regulations collectively, "U.S. Export Controls").

MIT intends to conduct the Research as fundamental research under U.S. Export Controls, such that the results generated by MIT qualify as being in the "public domain" under ITAR Part 120.11 or "published" or "intended to be published" under EAR §734.7 through 734.10.

Sponsor will not knowingly disclose or deliver to MIT any information, materials, data, software or technology of any description that is restricted or controlled by being any one or more of the following. It is:

- (i) subject to ITAR controls, or
- (ii) highly restricted (for reasons other than anti-terrorism), including any that were formerly ITAR-controlled and are now included on the Commerce Control List ("CCL") under the 600 series, or

(iii) classified under Export Control Classification Number (“ECCN”) 9x515; x=A, B, C, D or E in the CCL (EAR Part 774 and Supplements), or

(iv) subject to 10 CFR Part 810 *Restricted Data or Sensitive Nuclear Technology* or

(v) restricted by any other U.S. Export Controls

(collectively hereinafter, “Restricted Materials/Technology”). Sponsor will use reasonable efforts to prevent disclosure or delivery to MIT of any Restricted Materials/Technology. Unless and until it obtains the advance written consent of MIT’s Export Control Officer, Sponsor shall not disclose or deliver any Restricted Materials/Technology to MIT for any reason, including for purposes of the Research. In the event that Sponsor learns that it has (a) disclosed or delivered Restricted Materials/Technology to MIT, or (b) otherwise breached this Section, or (c) is in imminent risk of either (a) or (b) above, then (A) Sponsor shall provide immediate notice to MIT and also to the Principal Investigator of such facts, and (B) any deadlines contemplated by the Statement of Work will be adjusted based on the time it takes to address the disclosure or delivery.

- 20. INDEPENDENT CONTRACTOR RELATIONSHIP.** Each Party is an independent contractor and not an agent, employee, partner, or joint venturer of the other Party. Neither Party has authority to undertake or accept any obligation, liability or expense on behalf of the other Party, nor act in any other manner on behalf of the other Party, nor in the name of the other Party.
- 21. SEVERABILITY.** In the event that any provision of this Agreement, or portion thereof, is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, any enforceable portion of the provision and the remainder of this Agreement will remain in effect.
- 22. SURVIVAL.** The provisions of Sections 4, 5, 7 (including Attachment C), 8 through 20, and either Party’s obligation to pay the other any amount owed will survive the expiration or any earlier termination of this Agreement.
- 23. COUNTERPARTS.** This Agreement and any amendment hereto may be executed and transmitted physically or electronically in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto will be bound until all the Parties named below have duly executed a counterpart of this Agreement.
- 24. ENTIRE AGREEMENT.** This Agreement and its Attachments embody the entire understanding between MIT and Sponsor with respect to the Research and the subject matter hereof, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement (including its incorporated attachments), shall be effective unless made in writing and signed by authorized representatives of each Party; provided, however, that the Period of Performance may be modified or extended as provided in Section 3. Any inconsistent or conflicting terms in a Sponsor purchase order or Sponsor payment

document relating to the Research conducted pursuant to this Agreement are hereby disclaimed by the Parties.

(signatures appear on the following page)

IN WITNESS WHEREOF, MIT and Sponsor, intending to be legally bound, have executed this Agreement by their respective duly authorized representatives, effective as of the date set forth at the top of page 1.

**MASSACHUSETTS INSTITUTE OF
TECHNOLOGY**

[SPONSOR'S NAME]

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachments:

Attachment A	MIT Statement of Work
Attachment B	Invoice and Payment Instructions
Attachment C	Confidential Information

ATTACHMENT A
MIT STATEMENT OF WORK

ATTACHMENT B

INVOICING AND PAYMENT INSTRUCTIONS

INVOICING INSTRUCTIONS	
Unless information is provided below, invoices are to be sent to Sponsor's contact for Invoice and Payment Matters.	
<i>Invoices should be sent to [Sponsor to provide]:</i> [Name] [Address] [Phone] [Email]	<i>At a minimum, invoices shall include [Sponsor to provide]:</i> the name of the MIT PI the title of the project.
<input type="checkbox"/> check if a payment portal is used Payment portal URL: 	
Special Invoicing Instructions:	<i>[Sponsor's special instructions here]</i>

INSTRUCTIONS FOR MAKING WIRE TRANSFERS IN USD ONLY TO MIT	
Name of bank to which funds are to be wired:	Bank of America, NA
Bank address:	100 Federal Street Boston, MA 02110
WIRE PAYMENT ABA Routing Number:	026 009 593
SWIFT CODE:	BOFAUS3N
DDA Account Number:	# 004632424694 (MIT Incoming Wire)
ACH ABA Routing Number:	011 000 138

Sponsor, please provide as much information as possible to identify the objective of the wire transfer, such as MIT Principal Investigator's name, MIT department, MIT account number, project title or descriptor, to facilitate identification of the incoming wire transfer. If there is limited space, the MIT Principal Investigator and Research title are probably the minimum information needed to identify the objective for the wire transfer.

Sponsor, please notify wire-transfers@mit.edu or Patricia Crosby in MIT Accounts Receivable at 1.617.253.2751, pcrosby@mit.edu, that you are making a wire transfer. Provide your company name, the name of the bank or party wiring the money, the amount of the wire, the MIT Principal Investigator, Research title and/or account number to which this money should be transferred, and the date when the wire is expected to be made. Please include a contact at the Principal Investigator's MIT department in case of questions and the date when the wire is expected to be made.

ATTACHMENT C

SPONSOR CONFIDENTIAL INFORMATION

If, in the performance of the Research, the Principal Investigator and members of the MIT research team designated by him/her affirmatively accept access offered by Sponsor to certain information that Sponsor considers confidential, the rights and obligations of the Parties with respect to such information are as follows:

1. CONFIDENTIAL INFORMATION. When used in this Agreement, “Confidential Information” means confidential and proprietary information of any kind which is disclosed by Sponsor to MIT that (i) prior to disclosure, is marked with a legend indicating its confidential status or (ii) is disclosed orally or visually, if Sponsor identifies such information as confidential at the time of disclosure and, within 30 days of such disclosure, delivers to the Principal Investigator a notice summarizing the confidential information disclosed. Notwithstanding the foregoing, in no event is information Confidential Information if it (a) was in MIT’s possession before receipt from Sponsor; (b) is or becomes a matter of public knowledge through no fault of MIT; (c) is received by MIT from a third party having an apparent bona fide right to disclose the information without a duty of confidentiality to Sponsor; or (d) is independently developed by MIT without use of the Confidential Information.

2. LIMITATIONS ON USE. MIT shall use the Confidential Information solely for the purposes of the Research. Disclosure by Sponsor of the Confidential Information does not constitute a grant to MIT of any right or license to the Confidential Information except as set forth herein or in a duly executed license agreement.

3. CARE OF CONFIDENTIAL INFORMATION. MIT shall exert reasonable efforts to maintain the Confidential Information in confidence, except that MIT may disclose or permit disclosure of any of the Confidential Information to its directors (members of the MIT Corporation), officers, employees, consultants, advisors, students, subcontractors and agents, who need to know such Confidential Information in the performance of the Research and who have been advised of and have agreed to maintain the confidential nature of the Confidential Information.

MIT shall be deemed to have discharged its obligations hereunder provided MIT has exercised the foregoing degree of care and provided further that MIT shall immediately, upon discovery of any disclosure not authorized hereunder, notify Sponsor and take reasonable steps to prevent any further unauthorized disclosure or unauthorized use.

MIT's obligations of confidentiality with respect to use and non-disclosure of Confidential Information provided under this Agreement shall survive for a period of three (3) years following receipt of the information.

4. REQUIRED DISCLOSURES. Nothing in this Agreement shall be construed to prevent MIT from disclosing Confidential Information as required by law or legal process, as long as MIT, if permitted by applicable law, promptly notifies Sponsor of its obligation to disclose and provides reasonable cooperation to Sponsor in any efforts to contest or limit the scope of the disclosure.

5. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. When the Confidential Information is no longer required for the purposes of this Agreement, MIT shall, at the direction of Sponsor, either destroy or return to Sponsor all Confidential Information and shall destroy any electronic or digital manifestations of the Confidential Information, except that MIT may retain one copy of the Confidential Information solely for the purposes of monitoring its obligations under this Agreement.