

RESEARCH FUNDING AGREEMENT

This Research Funding Agreement (“Agreement”) is entered into as of the date of last signature below (“Effective Date”) between **The Jackson Laboratory**, a Maine non-profit corporation with a principal place of business at 600 Main Street, Bar Harbor, Maine 04609 (“Jackson”) and [redacted] (“Institution”).

WHEREAS the research project contemplated by this Agreement is of mutual interest and benefit to Jackson and Institution and will further both parties’ efforts to advance biomedical research.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Research Project. Jackson agrees to fund the Institution’s research project in accordance with the scope of work described in Exhibit A, under the direction of [insert] (“Principal Investigator”). Institution agrees to use reasonable efforts to perform the research project described in Exhibit A (the “Research Project”). Institution agrees to conduct the Research Project in compliance with all applicable federal, state, and local laws and regulations. The Research Project shall only be modified as mutually agreed in writing by the parties. Institution’s relationship to Jackson under this Agreement will be that of an independent contractor and not an agent, joint venturer or partner of Jackson.
2. Research Funding. In consideration of the foregoing, Jackson will provide Institution ___ Diversity Outbred mice free of charge, subject to Jackson’s general terms and conditions for the receipt of mice (available at <https://www.jax.org/about-us/legal-information/terms-and-conditions-of-product-use>), [and will pay Institution \$ _____ within thirty (30) days after the Effective Date] solely for use in the Research Project (the “Funding”). Institution agrees that it will submit an order for the Diversity Outbred mice no later than thirty (30) days after the Effective Date. Institution shall monitor expenditures, in accordance with its institutional policies, to ensure that the Funding provided by Jackson is properly spent for costs in connection with the performance of the Research Project.
3. Research Report. Institution shall furnish to Jackson a report setting forth the project outcomes and significant research findings of the Research Project (the “Research Results”) within ninety (90) days after the expiration of this Agreement.
4. Term. This Agreement shall commence on the Effective Date and shall remain in effect for a period of two (2) years, unless earlier terminated in accordance with the provisions of this Agreement or otherwise extended by mutual written agreement of the parties.
5. Termination.
 - 5.1. Loss of Principal Investigator. If the Principal Investigator leaves Institution or otherwise terminates involvement in the Research Project, and if Institution and Jackson fail to identify a mutually acceptable substitute, Jackson may terminate this Agreement upon thirty (30) days prior written notice to Institution and receive a refund of the portion of the Funding received by the Institution but not yet applied to direct expenses in accordance with this Agreement and as outlined in a financial statement from the Institution.
 - 5.2. Termination for Default. In the event that a party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving written

notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach.

5.3. Effect of Termination. The following provisions shall survive the expiration or termination of this Agreement: Sections 1, 3, 5.3, and 6 through 11.

6. Publications

6.1. Publications. Institution shall be free to use the Research Results for its own teaching, research, educational, clinical and publication purposes. Institution shall publish the Research Results within eighteen (18) months after the Effective Date. Institution shall submit a draft of any proposed publication to Jackson for comments at least thirty (30) days prior to submission for publication or oral presentation.

6.2. Publicity. Except as may be reasonably required for internal reporting purposes or consistent with ordinary scholarly practice in order to publish the Research Results in academic or technical journals consistent with the terms of this Agreement, neither party will, without the prior written consent of the other party, use in advertising, publicity or otherwise, the name of any employee or agent, any trade-name, trademark, trade device, service mark, symbol, or any abbreviation, contraction or simulation thereof owned by the other party or any affiliate of the other party. Notwithstanding the foregoing, Jackson may provide appropriate attribution of awarded grants limited to the names and affiliations of principal investigators and project titles for marketing purposes.

7. Ownership. Jackson makes no claim to the intellectual property or results arising directly from the Research Project.

8. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

9. No Warranties. THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE RESEARCH OR ANY INVENTION OR MATERIAL, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER OR OUTSIDE THE SCOPE OF THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY INVENTION OR MATERIAL, OR THAT A TECHNOLOGY UTILIZED BY A PARTY IN THE PERFORMANCE OF THE RESEARCH PLAN DOES NOT INFRINGE ANY THIRD-PARTY PATENT RIGHTS. THE PARTIES FURTHER WAIVE ANY CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL, INDIRECT OR OTHER SPECIAL DAMAGES THAT MAY ARISE FROM OR ARE INCURRED AS A RESULT OF THE AGREEMENT.

10. Notices. Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed given as of the date it is (a) delivered by hand, or (b) mailed, postage prepaid, first class, certified mail, return receipt requested, to the party at the address listed below or subsequently specified in writing, or (c) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing:

As to Jackson:

As to Institution:

Office of General Counsel
The Jackson Laboratory
600 Main Street
Bar Harbor, Maine 04609

11. General

- 11.1. Assignment. Neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
- 11.2. Entire Agreement. This Agreement and all attached Exhibits contain the entire agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties and neither party will be bound by conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement or as specified on or subsequent to the Effective Date in a writing signed by properly authorized representatives of the parties. This Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of both Jackson and Institution.
- 11.3. Waiver. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement will not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party’s failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.
- 11.4. Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this Agreement will not be affected thereby.
- 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maine, excluding its conflict of law provisions. Notwithstanding the foregoing, for Institutions who are United States Federal or State Government agencies or entities, the parties agree to remain silent on governing law.
- 11.6. Headings. All titles and headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.
- 11.7. Counterparts. This Agreement may be executed in counterparts by the parties by signature of a person having authority to bind the party, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted by facsimile or in a PDF file, as well as electronic signatures, shall be acceptable to bind each party and shall not affect the validity of the Agreement in any way.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals as of the Effective Date.

The Jackson Laboratory

[insert]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Acknowledged and agreed:

Principal Investigator

Exhibit A

Research Project: [insert]