

## STANDARD TERMS AND CONDITIONS

This proposal is for a research effort to be performed by a non-profit institution of higher education. The applicability of cost should be governed by the terms of Office of Management and Budget (OMB) Circular A-21, Cost Principles for Educational Institutions.

As an instrument of the Commonwealth of Virginia, the University is under the following general restrictions pertaining to the acceptability of contractual provisions:

- Title to intellectual property rights resulting from a contract which is in any part supported by the Commonwealth must reside in the University. When a property is licensed, the University will retain the right to practice and use the property in connection with its research, education and public service missions.
- The University-owned intellectual properties are assigned to Virginia Tech Intellectual Properties (VTIP), a University-related corporation, for management. VTIP offers a number of options for the private sector sponsors of University research projects to express their rights. A sponsor that has any questions about those options should contact Mr. Michael J. Martin, Executive Vice President of VTIP, Inc., at: Telephone (540) 951-9376, FAX (540) 951-5292, or email [mike@vtip.org](mailto:mike@vtip.org) (or [martinmj@vt.edu](mailto:martinmj@vt.edu)).

As a part of accepting sponsorship for a research effort, the University agrees to provide the sponsor with a first option to:

- Subject to sponsor defraying patenting costs, if any, obtain non-exclusive, non-transferable (except to Sponsor subsidiaries), royalty-free license to any IPs generated by the project, or
- Subject to University's right to use for noncommercial and research purposes, negotiate royalty-bearing exclusive license on terms and conditions to be determined, for any IPs generated by the project.

The options described above shall terminate six months after the termination of the project or, in the case of patenting, six months after filing of a U.S. patent applications, whichever occurs earlier.

- The University must retain the right to publish the results of a research effort in the form of scholarly papers and student dissertations. A delay in publication to benefit a sponsor or to facilitate patent processing of up to one year may be negotiated.
- The University will retain the right to utilize the results of any research effort to further its research, education, and public service missions.
- The University cannot accept a contractual provision, which requires the University to indemnify or hold harmless.
- The University cannot accept a contractual provision, which calls for the contract to be governed or construed under the laws of a state other than Virginia.

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