



RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (“Agreement”) is made and entered into on _____ by and among _____, (the “Company”), having a principal place of business at _____, and Grand Valley State University, a Michigan institution of higher education (“GVSU”), having a principal place of business at 1 Campus Drive, Allendale, Michigan, 49401.

BACKGROUND

A. Company and GVSU intend to engage in collaborative research investigations in the _____.

B. Company and GVSU desires to document and formalize: (a) the collaboration between them, and (b) the rights, revenues, and costs sharing associated with Research Results.

Therefore, in consideration of the mutual obligations set forth below, Company and GVSU agree as follows.

1.0 DEFINITIONS

For purposes of this Agreement, the terms defined in this Section 1 shall have the meanings specified below. Certain terms are defined elsewhere in this Agreement and shall have the meanings stated therein.

1.1 “Adjusted Gross Revenues” means the aggregate gross revenues derived by Company and its Affiliates from the sale of Products and Services to, and/or the practice of Processes by, a Third Party in an arm’s length transaction, less (a) credits or allowances granted on account of price adjustments, recalls, rejection or return of Products, Services, or Processes previously sold; (b) the reasonable costs of preparation, prosecution, and maintenance of applications and patents under the Joint Intellectual Property Rights; and (c) the reasonable costs incurred for commercialization of the Research Results (e.g., costs associated with obtaining Sublicensees, due diligence, and counsel expenses).

1.2 “

- 1.3 “Affiliate(s)” means: (a) any entity in which any Party, or any of its directors or officers, has a direct or indirect ownership interest (other than insubstantial interests in publicly held companies); or (b) any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with either of the parties.
- 1.4 “Company Lead Researcher” means: _____, or such other person designated by Company to lead its research and development activities with respect to this Agreement
- 1.5 “Confidential Information” means: all technical and non-technical proprietary and confidential information and materials which relate to this Agreement and to the business or interests of any Party, or of any Third Party to whom any Party owes a duty of confidentiality, including, but not limited to: patent and patent applications, ideas, techniques, sketches, drawings, works of authorship, website password and password-protected content, models, inventions, know-how, processes, equipment, gene sequences, cell lines, samples, vectors, clones, media, chemical compounds, biological materials, bio-markers, algorithms, software programs, software source documents, and formulae, information concerning research, experimental work, development, strategy, finances, purchasing, manufacturing, customers, forecasts or sales and marketing.
- 1.6 “Effective Date” means: the date this Agreement is last signed below by any Party.
- 1.7 “Field” means: all research, development, and commercial applications in the aquatic herbicide market, including regulatory-reviewed and approved applications.
- 1.8 “Force Majeure Event” means: in relation to any Party, any circumstances or occurrence which is beyond the reasonable control of that Party including, but not limited to, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, strike, lock-out or other form of industrial action (other than those relating solely to any Party’s own workforce).
- 1.9 “GVSU Lead Researcher” means: _____, or such other person designated by GVSU to lead its research and development activities with respect to this Agreement.
- 1.10 “Intellectual Property” means: patents, patent applications, mask works, trade secrets, works of authorship, Research Results, and copyright registrations, including any U.S. Patent applications and any divisions, continuations, or continuations-in-part thereof; any corresponding foreign applications thereof; and any U.S. or foreign patents issued thereon or reissues or extensions thereof.
- 1.11 “Intellectual Property Rights” means: all right, title, and interest in, to, and under any Intellectual Property.

- 1.12 “Joint Intellectual Property” means: Intellectual Property covering Research Results that is made, reduced to practice, written, invented, or discovered pursuant to work performed under this Agreement by the Parties acting jointly. Joint Intellectual Property shall not include (a) Intellectual Property that is conceived, made, reduced to practice, written, invented, or discovered by either of the parties acting alone, even if such work is performed under this Agreement; or (b) Intellectual Property of either of the Parties, acting alone, that was made, first reduced to practice, invented, or discovered prior to the date of this Agreement, or pursuant to work done by a Party acting alone outside of the scope of this Agreement.
- 1.13 “Joint Intellectual Property Rights” means: any and all right, title, and interest, in, to, and under Joint Intellectual Property. Joint Intellectual Property Rights shall not include divisions, continuations, or continuations-in-part patent applications, unless the subject matter claimed in such application is co-invented by Company and GVSU.
- 1.14 “Party” or “Parties” means: any party or all of the parties to this Agreement, respectively.
- 1.15 “Processes” means: Research Results for processes or methods.
- 1.16 “Product(s)” means: product(s) or service(s) made according to Research Results.
- 1.17 “Research Results” means: inventions, technologies, know-how, ideas, processes, techniques, algorithms, discoveries, improvements, devices, products, concepts, designs, prototypes, samples, models, technical information, data, gene sequences, materials, drawings and specifications that are jointly conceived, reduced to practice, and/or created by Company and GVSU pursuant to this Agreement.
- 1.18 “Royalties” means: moneys paid by Company to GVSU for the license to the Joint Intellectual Property Rights.
- 1.19 “Services” means: contract research services using the Product(s) or Processes.
- 1.20 “Sublicense Agreement(s)” means any sublicense agreement that is entered into by Company as authorized by this Agreement and that grants to a Third Party sublicensee the right to make, have made, use, offer for sale, and/or sell Products and/or Processes covered by Joint Intellectual Property Rights, or any agreement granting to a Third Party an option for such a sub-license.
- 1.21 “Sublicensee” means any Third Party sublicensee under Sublicense Agreement(s).
- 1.22 “Territory” means: global use and application.
- 1.23 “Third Party” means: any entity other than Company and GVSU and their respective Affiliates.

2.0 SPECIFIC DUTIES AND OBLIGATIONS OF THE PARTIES

2.1 GVSU agrees to perform the following tasks, with Specific Work Scope defined in Appendix:

2.1.1 designate GVSU Lead Researcher and other personnel within GVSU possessing the experience and expertise necessary to participate in research and development of Research Results;

2.1.2 provide reasonable cooperation with Company in carrying out this Agreement;

2.1.3 exercise its commercially reasonable best efforts during the term of this Agreement to conceive, develop, and reduce to practice Research Results; and

2.1.4 promptly disclose to Company any and all Research Results made during the term of this Agreement.

2.2. Company agrees to perform the following tasks, with Specific Work Scope defined in the Appendix:

2.2.1 designate Company Lead Researcher and other appropriate personnel within Company possessing the experience and expertise necessary to participate in research and development of Research Results;

2.2.2 provide reasonable cooperation with GVSU in carrying out this Agreement;

2.2.3 exercise its commercially reasonable best efforts during the term of this Agreement to conceive, develop, and reduce to practice Research Results; and

2.2.4 promptly disclose to GVSU any and all Research Results made during the term of this Agreement,

2.3 Grant Initiation, Preparation, Approval and Submission. The Company acknowledges and agrees that the initiation, preparation, approval for submission and submission of applications for federal or state grants involving GVSU or any of its employees or researchers, including, but not limited to, the GVSU Lead Researcher (a "GVSU Involved Grant"), must be prepared, reviewed, approved and submitted by the GVSU Office of Grant Development and Administration. The Company agrees not to initiate, prepare, or submit any application for GVSU Involved Grant without the prior express written consent of the GVSU Office of Grant Development and Administration.

3.0 INTELLECTUAL PROPERTY

3.1 Joint Intellectual Property shall be owned jointly by Company and GVSU. Intellectual Property that is not Joint Intellectual Property shall at all times be solely owned by the Party that developed it.

3.2 Each of the Parties, acting individually and independently of any other Party, shall have the right to make free use of the Joint Intellectual Property outside the scope of this Agreement for the purposes of education and research, and providing Services in non-competitive markets.

3.3 Company, in consultation with GVSU through its Technology Commercialization Office, shall be responsible for the preparation, filing, prosecution, and maintenance of all patent applications and patents throughout the world for Joint Intellectual Property; and Company shall keep GVSU advised of all actions relating to the preparation, filing, prosecution, and maintenance of such patent applications and patents. Company and GVSU shall cooperate fully with Company, its attorneys, and agents in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the Joint Intellectual Property Rights, e.g., GVSU and Company shall provide appropriate powers of attorney, and other documents necessary to undertake patent application preparation, filing, prosecution, and maintenance to the patent attorneys or agents providing such patent-related services. Company shall have the right to decline to prepare, file, prosecute, and/or maintain any such patent applications or patents in any country of the world. GVSU shall have the right to undertake the preparing, filing, prosecution, and maintenance of any patent application or patent that Company has declined to undertake, and GVSU shall pay all fees and expenses relating thereto. Each Party shall promptly inform the other parties as to all matters that come to its attention that may affect the preparation, filing, prosecution, or maintenance of the Joint Intellectual Property Rights.

4.0 LICENSING OF JOINT INTELLECTUAL PROPERTY

4.1 With respect to its own rights in the Joint Intellectual Property Rights, GVSU hereby grants to Company a royalty-bearing, exclusive, worldwide license under the Joint Intellectual Property Rights within the Field within the Territory. This grant provides Company with the right to enter into Sublicense Agreement(s) for GVSU's worldwide Joint Intellectual Property Rights. GVSU shall not grant to any other person any right, license, title or interest in, to, or under the Research Results or the Joint Intellectual Property Rights, except to the extent necessary to enable Company to fulfill its responsibilities hereunder.

4.2 Company and GVSU shall share in any Adjusted Gross Revenues in proportion to the fees and expenses paid by each for the preparation, filing, prosecution, and maintenance of all patent applications and patents throughout the world for Joint Intellectual Property until such time that each organization has recovered initial costs for preparation, filing and prosecution of all patent application and patents throughout the world. After such time, Company will provide to GVSU a royalty of 5% of any Adjusted Gross Revenues received from use of Research Results.

4.3 If Company should Sublicense Joint Intellectual Property it shall promptly provide to GVSU a copy of any Sublicense Agreement(s) relating to the Joint Intellectual Property. Company shall exercise reasonable efforts to ensure that any Sublicensee shall comply with the terms of any Sublicense Agreement(s).

- 4.3.1 Any Sublicense Agreement(s) will stipulate that nothing in said Sublicense Agreement(s) confers by estoppel, implication, or otherwise, any license or rights under any patents of Company or GVSU (other than Joint Intellectual Property Rights), regardless of whether such patents are dominant or subordinate to the Joint Intellectual Property Rights.
- 4.3.2 Each Sublicense Agreement will expressly reserve to Company and GVSU the right to use the Research Results and associated technology for the purposes of education, research, and providing Services outside of the Field.
- 4.3.3 Company shall have the right to authorize any Sublicensee to further sublicense to a secondary sublicensee any or all of the rights set forth in the Sublicense Agreement(s) involving that Sublicensee. Company shall obligate any such Sublicensee to pass through to its secondary sublicensees all obligations that may be necessary to enable Company's Sublicensee to comply with its Sublicense Agreement(s) with Company.
- 4.4 Within forty-five (45) days after each calendar quarter, beginning with the first quarter in which Company receives revenues from any Sublicense Agreement(s) granted in accordance with Section 4.1, Company shall provide to GVSU a written statement showing the Adjusted Gross Revenues received during the applicable calendar quarter from Joint Intellectual Property Rights. Each such statement shall be accompanied by payment of the amount due hereunder.
- 4.5 Each Party is solely responsible for calculating and internally distributing its share of Adjusted Gross Revenues in accordance with its respective contracts and intellectual property policies.
- 4.6 Company shall keep complete, true, and accurate accounts of all expenses and of all proceeds received by it from Joint Intellectual Property, upon reasonable prior written notice, shall permit GVSU's employees, or a certified public accounting firm acceptable to Company, to audit Company's books and records in order to verify GVSU's share of Adjusted Gross Revenues due under this Agreement. GVSU shall pay the cost of each examination and shall request no more than one examination per year. All information regarding Company's operations received in any such audit shall be held in confidence. In addition, Company shall reimburse GVSU for the amount of any underpayment of Adjusted Gross Revenues.
- 5.0 ENFORCEMENT OF JOINT INTELLECTUAL PROPERTY RIGHTS
- 5.1 In the event that Company or GVSU become aware of the infringement or threat of infringement of any patent under the Joint Intellectual Property Rights in whatever Territory those Joint Intellectual Property Rights exist, each shall inform the others of all the details available. Company shall have the sole and exclusive right to determine whether or not the Parties hereto shall engage in, prosecute, and settle any legal actions involving

the Joint Intellectual Property Rights, including without limitation interferences, oppositions, reissues, reexaminations, or infringement or validity actions, including appeal proceedings. If Company elects to engage in any such legal action, Company shall pay the fees and expenses relating thereto. Any sums recovered with respect to any such legal actions (a) shall be applied first to reimburse Company for the fees and expenses, including mutually agreed to Company payroll costs, incurred by Company relating to the legal actions and (b) the remaining sums shall be treated as Adjusted Gross Revenues under this Agreement. Upon request by Company, GVSU, upon authorization of its President, shall join in an action and otherwise provide Company with such reasonable assistance and information as may be useful to Company in connection with taking such legal action (e.g., to the extent possible, have its employees testify when requested and make available relevant records, papers, information, samples, and the like).

5.2 If Company elects not to exercise rights in a legal action involving the Joint Intellectual Property Rights, GVSU shall have the right, at its own expense, to exercise the Joint Intellectual Property Rights in that action. In such event, any sums recovered with respect to any such actions (a) shall first be applied to reimburse GVSU for fees and expenses incurred by GVSU relating to the actions and (b) the remaining sums shall be treated as Adjusted Gross Revenues under this Agreement.

5.3 In all cases, the Parties agree to keep each other reasonably apprised of the status and progress of any legal action involving the Joint Intellectual Property Rights. Before any Party commences such a legal action, the Party commencing the action shall consult with the other Party and give careful consideration to the other Party's views as to any potential effects of the litigation on the Party's good standing.

6.0 INDEPENDENT CONTRACTORS

In the performance of this Agreement, the Parties shall act solely as independent contractors, and no personnel, employees, agents, or representatives of any Party shall be deemed to be employees of the other Parties in, or as a consequence of, the performance of this Agreement. Further, nothing in this Agreement is to be construed or implied as creating a relationship of partnership, agency, or joint venture, or of employer and employee. In the absence of prior written authorization, no Party shall represent itself as an agent of the other Parties, as being authorized to assume or create any obligation of any kind, express or implied, on behalf of the other Parties, or to otherwise bind the other Parties in any manner whatsoever.

7.0 TERM AND TERMINATION

7.1 This Agreement shall be in full force and effect from the Effective Date and will continue thereafter for a 3 year period. However, in the event a patent application is pending or a patent has issued covering Joint Intellectual Property Rights (a) then this Agreement will remain in effect for the pendency of the patent application or the life of the last-to-expire patent in Joint Intellectual Property Rights, whichever occurs later, unless otherwise terminated by operation of law or by acts of the Parties in accordance with the terms of this

Agreement; or (b) if ten (10) years have passed from the Effective Date and no Sublicense Agreement(s) are in effect, then any Party may terminate this Agreement for any reason upon sixty (60) days written notice to the other Parties. After effective termination, Company and GVSU each may separately license the Joint Intellectual Property Rights, each according to its own contractual obligations and policies, provided that GVSU and Company each pays one-half (1/2) of all costs incurred thereafter in the preparation, filing, prosecution, and maintenance of Joint Intellectual Property Rights. If GVSU or Company fails to pay one-half (1/2) of said costs, the Party failing to make such payment waives its right to separately license its interest in the Joint Intellectual Property Rights.

7.2 Each Party may immediately terminate this Agreement in the event that:

- (a) another Party commits a material breach of any material obligation under this Agreement, and in the case of a breach capable of remedy, fails to remedy the same within thirty (30) days of written notice thereof giving full particulars of the breach and requiring it to be remedied;
- (b) a Force Majeure Event continues beyond the period stipulated in this Agreement; and/or
- (c) another Party becomes bankrupt and/or if the business of another Party shall be placed in the hands of a receiver, assignee, or trustee in bankruptcy, whether by its voluntary act or otherwise.

7.3 The Parties may forthwith at any time terminate this Agreement by mutual written consent.

7.4 Except as provided in this Agreement, the provisions of Articles 3-5, 8, and 10-15 shall survive any termination of this Agreement.

8.0 CONFIDENTIAL INFORMATION

Each Party agrees, both during the term of this Agreement and for a period of five (5) years thereafter, to hold in confidence all Confidential Information given to it by any other Party pursuant to this Agreement, if Confidential Information has been identified as confidential or proprietary or should reasonably be regarded as such. The Parties agree not to make Confidential Information available in any form to any Third Party (provided that each Party may disclose Confidential Information to its commercial partners and investors under an appropriate confidentiality agreement) and not to use the Confidential Information for any purpose other than the purposes described in this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of this Agreement, including limiting disclosure to employees or other persons who have a need to know and who have signed appropriate confidentiality agreements. This restriction on disclosure shall not apply to the extent that any Confidential Information (a) is or becomes a part of the public domain through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party from the disclosing Party

as evidenced by written records; (c) is lawfully disclosed to the receiving Party by a Third Party without restriction on disclosure; (d) is independently developed by the receiving Party by personnel not having access to the Confidential Information as evidenced by written records; or (e) is required to be disclosed by law, order or regulation of a government agency, or other competent authority or regulatory body or court of competent jurisdiction; provided the disclosing Party shall use reasonable efforts to notify the other Parties of such obligated disclosure in advance of such disclosure.

9.0 NOTICES

All notices required or permitted hereunder shall be given in writing addressed to the respective parties as set forth below, unless another address shall have been designated, and shall be delivered by hand, by recognized overnight courier service, or by registered or certified mail, postage prepaid:

If to Company:

If to GVSU:

Grand Valley State University
Technology Commercialization Office
Zumberge Hall
1 Campus Drive
Allendale, MI 49401
Attn: Technology Commercialization Director
Telephone No.: (616) 331-9452

And with a copy to

Grand Valley State University
University Counsel
Zumberge Hall
1 Campus Drive
Allendale, MI 49401
Attn.: General Counsel
Telephone No.: (616) 331- 2067

10.0 INDEMNIFICATION

To the extent allowed by law, each of the Parties (the "Indemnifying Party") hereby agrees to indemnify the other Parties and to hold the other Parties harmless against any and all Third Party claims and actions, and consequent losses, damages, and costs, including without limitation, legal fees, arising directly or indirectly from (a) the acts or omissions of the Indemnifying Party or of any of its personnel, employees, agents, or representatives; (b) any breach of the Indemnifying Party in its performance of this Agreement; and (c) any breach by the Indemnifying Party of any warranty or representation made by it herein.

11.0 LIMITATION OF LIABILITY

IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE INCURRED BY ANY OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT OR TORT, INCLUDING NEGLIGENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Notwithstanding anything in this Agreement or any other agreement between Company and GVSU to the contrary, GVSU does not, and has not, waived any immunity from liability granted to it under applicable law.

12.0 DISPUTE RESOLUTION

12.1 If there is a disagreement among any of the Parties relating to the terms of this Agreement, the Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between individuals who have authority to settle the controversy. Any Party may give another Party written notice of any dispute hereunder not resolved in the normal course of business. Within thirty (30) days after delivery of said notice, individuals from each of the Parties shall discuss by telephone or meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If any such dispute cannot be resolved amicably, the Parties shall, before formal legal proceedings are instituted, undertake nonbinding, voluntary, facilitative mediation under the jurisdiction of any court of competent jurisdiction of the state of Michigan regularly sitting in the County of Ottawa, before a mediator agreed upon by the Parties, to attempt in good faith to resolve the dispute before resort to other legal proceedings, and such mediation shall be conducted at a mutually convenient site to be agreed upon by the Parties.

12.2 The Parties agree that any dispute failing resolution in accordance with the provisions of Section 12.1 shall be brought before any court of competent jurisdiction of the state of Michigan regularly sitting in the County of Ottawa, or if the dispute includes issues reserved to the exclusive jurisdiction of the federal district courts, before the United States District Court for the Western District of Michigan, and the Parties agree to submit to the jurisdiction of either such court.

13.0 PUBLICATIONS

Each Party shall have the right to publish Research Results, provided, however, that a Party that seeks to publish any information relating to Research Results must provide the other Party a copy of the proposed manuscript or other publication or other publication at least thirty (30) days before such item is submitted for publication. The reviewing Party shall have the right, at any time prior to the expiration of the thirty (30) day review period, to require the other Party to (a) remove any confidential information of the reviewing Party from such manuscript or other publication, and/or (b) delay submission of the manuscript or other publication for up to thirty (30) additional days to afford the reviewing Party an opportunity to file any patent applications that may be necessary to protect Joint Intellectual

Property Rights of the reviewing Party that would otherwise be impaired by the publication. No Party shall use the name of the other, or the name of the lead researcher of a Party in connection with any products, promotion, or advertising without the prior written permission of the other Party.

14.0 WARRANTY DISCLAIMER

14.1 Nothing in this Agreement shall be construed as:

14.1.1 a warranty or representation by GVSU or Company as to the validity or scope of any Patent;

14.1.2 a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights and/or trademarks of third parties;

14.1.3 an obligation of GVSU or Company to bring or prosecute actions or suits against Third Parties for infringement;

14.1.4 conferring rights to use in advertising, publicity or otherwise any trademark or the name of Company or GVSU;

14.1.5 granting by implication, estoppel or otherwise any licenses or rights under any patents of GVSU or Company (other than the Joint Intellectual Property Rights) regardless of whether such other patents are dominant or subordinate to the Joint Intellectual Property Rights.

14.2 Except as expressly set forth in this Agreement, COMPANY AND GVSU MAKE NO REPRESENTATIONS, EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITIES WHATSOEVER WITH RESPECT TO THE USE, SALE, OR OTHER DISPOSITION OF PRODUCTS, PROCESSES, OR SERVICES INCORPORATING OR RELATING TO INVENTIONS, KNOW-HOW, OR JOINT INTELLECTUAL PROPERTY RIGHTS LICENSED UNDER THIS AGREEMENT, OR INFORMATION, IF ANY, FURNISHED UNDER THIS AGREEMENT. SUCH INVENTIONS, KNOW-HOW, JOINT INTELLECTUAL PROPERTY RIGHTS, AND INFORMATION ARE PROVIDED AS IS, WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED.

15.0 EXPORT CONTROLS

This Agreement and any activities undertaken pursuant to this Agreement, including the transfer of technical data between Company employees and scientists and GVSU employees and scientists, are subject to (a) all applicable US export control requirements and sanctions that may be imposed or administered by the U.S. Department of Commerce, Department of Treasury and any other agency of the United States government, including

but not limited to the controls on the transfer or export of equipment, software, technical data and know-how and (b) all applicable export control or technology transfer requirements imposed by foreign contractors. The Parties agree and acknowledge that Company will be unable to supply, and shall be excused from the supply of, any technical data, support, services, materials, equipment, and/or any other items without the required licenses from the United States government, provided that Company shall use all commercially reasonable efforts to obtain such licenses as required in an expeditious manner. The Parties expressly agree not to retransfer or re-export to any Third Party any technical data, know how, services, materials, equipment, and/or any other items in a manner that is inconsistent with export control and sanctions requirements of the United States.

16.0 GENERAL PROVISIONS

- 16.1 This Agreement does not confer any rights to use any name, trade name, trademark, or other designation of any Party to this Agreement (including contraction, abbreviation or simulation of any of the foregoing) in advertising, publicity or other promotional activities.
- 16.2 No waiver by any Party hereto of any breach or default of any of the covenants or agreements herein set forth may be deemed a waiver as to any subsequent and/or similar breach or default.
- 16.3 The Parties acknowledge as valid all actions taken by the other Party prior to the date of this Agreement which were related to the Research Results and were consistent with the terms of this Agreement as subsequently executed.
- 16.4 This Agreement constitutes the entire agreement between the Parties, and all prior agreements, representations, proposals, expressions of intent, discussions, and communications respecting the subject matter of this Agreement, written or oral, expressed or implied are canceled and superseded by this Agreement.
- 16.5 This Agreement is personal among the parties and may not be assigned by any Party without the express written consent of the other Party.
- 16.6 This Agreement shall be governed and construed in all respects in accordance with the laws of the United States of America and the State of Michigan without regard to principles of conflicts of law. COMPANY CONSENTS TO IN PERSONAM JURISDICTION BEFORE THE STATE AND FEDERAL COURTS OF THE STATE OF MICHIGAN, AND AGREES THAT ALL DISPUTES CONCERNING THIS AGREEMENT BE HEARD IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF OTTAWA, STATE OF MICHIGAN. COMPANY IRREVOCABLY WAIVES ANY OBJECTION TO VENUE IN THE STATE AND FEDERAL COURTS OF THE COUNTY OF OTTAWA, STATE OF MICHIGAN.

- 16.7 If any provision of this Agreement is determined to violate any law or regulation, the remaining provisions of this Agreement shall continue in full force and effect.
- 16.8 Each Party represents and warrants to the others that: (i) it has the legal right and power to enter into this Agreement and to extend the rights and/or licenses granted to the other in this Agreement, (ii) the performance of such obligations will not conflict with its charter documents or any agreements, contracts or other arrangements to which it is a party, (iii) it is organized, validly existing and in good standing under the laws of the applicable jurisdiction and has taken all necessary action to authorize the execution, delivery and performance of this Agreement, and (iv) upon the execution and delivery of this Agreement, this Agreement shall constitute a valid and binding obligation of such Party, enforceable in accordance with its terms.
- 16.9 If a Force Majeure Event affects either any Party it shall promptly notify the other Parties of the nature and extent of the circumstances in question. No Party shall be liable for any loss or damage suffered or incurred by the another Party arising from the first Party's delay in performing or failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any Force Majeure Event, provided the same arises without the fault or negligence of the affected Party. If any Force Majeure Event occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the Force Majeure Event provided that if any Force Majeure Event continues for a period of or exceeding 3 (three) months, the non-affected Parties shall have the right to terminate this Agreement forthwith on written notice to the affected Party. Each Party shall use its reasonable endeavours to minimize the effects of any Force Majeure Event on the operation of this Agreement.
- 16.10 This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when executed by all Parties.
- 16.11 This Agreement may be executed in any number of counterparts, each of which, when executed, delivered and dated shall be an original and which together shall constitute one and the same instrument.
- 16.12 MUTUAL WAIVER OF RIGHT TO JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (i) THIS AGREEMENT; OR (ii) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN OR AMONG THEM; OR (iii) ANY CONDUCT, ACTS OR OMISSIONS OF ANY PARTY TO THIS AGREEMENT OR ANY OF THEIR DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH THEM; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

Signatures on following page.

Signature Page to
RESEARCH COLLABORATION AGREEMENT

By: _____

Name: _____

Title: _____

Date: _____

**Property of GVSU
Technology
Commercialization Office**

Signature Page to
RESEARCH COLLABORATION AGREEMENT

GRAND VALLEY STATE UNIVERSITY

By: _____

Name: _____

Title: _____

Date: _____

Property of GVSU
Technology
Commercialization Office

Appendix to
RESEARCH COLLABORATION AGREEMENT

Specific Work scope:

GVSU Lead Researcher will be responsible for:

Company Lead Researcher will be responsible for:

Property of GVSU
Technology
Commercialization Office