

**FLORIDA ATLANTIC UNIVERSITY
MASTER RESEARCH AGREEMENT
AGREEMENT # C-23-32**

This Agreement is made by and between FLORIDA ATLANTIC UNIVERSITY Board of Trustees, having its business address at 777 Glades Road, P.O. Box 3091, Boca Raton, Florida 33431-0991(hereinafter "UNIVERSITY") and City of Pembroke Pines, a government applicant, having its business address at 8300 South Palm Drive, Pembroke Pines, FL 33025 (hereinafter "SPONSOR").

SUBJECT

The purpose of this Agreement is to Further the research objectives of UNIVERSITY and SPONSOR.

IT IS AGREED:

Article 1.0 RESEARCH PROJECT

- 1.1 UNIVERSITY agrees to undertake certain research (hereinafter "PROJECT") specifically described in Task Orders issued by SPONSOR to UNIVERSITY. TASK ORDERS will be incorporated in the form attached hereto as Appendix A. Each TASK ORDER will at a minimum include this information:
- a) A unique and sequential identification number.
 - b) A Statement of Work (SOW) providing sufficient and reasonable details of the work.
 - c) Period of Performance of the identified SOW.
 - d) Deliverables and due dates for the deliverables.
 - e) Amount of financial support being provided to UNIVERSITY.
- 1.2 The PROJECT and all work assignments shall be carried out under the direction of a designated PROJECT DIRECTOR (hereinafter "PROJECT DIRECTOR") while employed by UNIVERSITY, and by others (e.g. technician, graduate student, postdoctoral fellow, or faculty member, hereinafter collectively referred to as PERSONNEL), as assigned by PROJECT DIRECTOR.
- 1.3 UNIVERSITY agrees that there shall be no change of PROJECT DIRECTOR without prior written approval of SPONSOR.

Article 2.0 TERM

- 2.1 The term of this Agreement extends for a period beginning on October 1, 2022 and continuing through September 30, 2027.

2.2 It is understood that each TASK ORDER will have its own TERM, but the period of performance must be within the TERM of the Master Agreement. The Master Agreement may be extended for additional periods of time under terms mutually agreed upon in writing in a duly executed amendment to this agreement.

Article 3.0 FACILITIES AND EQUIPMENT

3.1 UNIVERSITY agrees to furnish such available laboratory facilities and equipment as it shall determine necessary for the PROJECT, other than that specifically provided by SPONSOR under this Agreement.

3.2 Parties agree that all equipment and supplies purchased with funds obtained as a result of this Agreement become the property of the UNIVERSITY.

Article 4.0 PAYMENT

4.1 This Master Agreement does not authorize UNIVERSITY to perform work nor to spend any funds. The funding will be noted and authorized in each TASK ORDER and a payment schedule will be specified for each TASK ORDER.

The foregoing payment by SPONSOR is acknowledged to be full and complete compensation for all work and obligations assumed under this Agreement.

Checks will be made payment to: Florida Atlantic University

Mail checks to: Florida Atlantic University
P.O. Box 198660
Atlanta, GA 30384-8660

Article 5.0 REPORTS

5.1 The PROJECT DIRECTOR shall furnish SPONSOR with written reports and/or deliverables according to the schedule outlined in each TASK ORDER.

Article 6.0 PUBLICATION

6.1 SPONSOR recognizes that under University policy, the PROJECT results are non-confidential and agrees that PERSONNEL engaging in the PROJECT shall be permitted to present or publish at their own choosing, methods and results of the PROJECT, provided, however, that SPONSOR shall have been furnished copies of any proposal presentation or publication thirty (30) days in advance for review for patentable items or items deemed confidential as defined in article 7.0.

6.2 If SPONSOR believes that any planned publication contains a patentable development and

wishes UNIVERSITY to file a patent application, upon written notice to UNIVERSITY, submission of such manuscript for publication shall be delayed for a reasonable time, not to exceed sixty (60) days, to permit the filing of a patent application(s) by UNIVERSITY.

- 6.3 Nothing in this Agreement shall entitle UNIVERSITY to disclose to others or publish any information disclosed to UNIVERSITY by SPONSOR which is confidential within the meaning of article 7.0 without the prior written approval of SPONSOR.

Article 7.0 CONFIDENTIALITY

- 7.1 UNIVERSITY acknowledges that SPONSOR may wish to disclose information which sponsor considers confidential, in furtherance of the PROJECT. SPONSOR acknowledges that UNIVERSITY has no mechanism to maintain or guarantee the confidentiality of information and cannot sustain liability for inadvertent or other disclosure of confidential information. These considerations notwithstanding, if any such information is disclosed by SPONSOR it shall be clearly marked "confidential information" and furnished in writing only to the PROJECT SUPERVISOR or orally disclosed to the PROJECT SUPERVISOR and reduced to writing by the SPONSOR within thirty (30) days of disclosure. Confidential information shall remain the property of the SPONSOR and for a period of three (3) years from the end of the Agreement shall not be used or disclosed to others except in furtherance of this Agreement. The foregoing obligation of non-use and non-disclosure shall not apply to:

- a) Information which at the time of disclosure is in the public domain;
- b) Information which after disclosure is published or otherwise becomes part of the public domain through no fault of the PROJECT SUPERVISOR;
- c) Information which was in the possession of the PROJECT SUPERVISOR at the time of disclosure and was not acquired from SPONSOR under an obligation of confidentiality; or
- d) Information which SPONSOR provides written permission to disclose.

Article 8.0 PATENT AND OTHER RIGHTS AND LICENSE OPTIONS

- 8.1 UNIVERSITY agrees to notify sponsor of any invention made by UNIVERSITY hereunder within thirty (30) days after receipt of an invention disclosure from the inventor.
- 8.2 UNIVERSITY shall retain all rights to inventions or discoveries, patentable or not, conceived solely by UNIVERSITY and shall prepare and prosecute all related patent applications. SPONSOR shall retain all rights to inventions or discoveries, patentable or not, conceived solely by SPONSOR. Inventions or discoveries, patentable or not, made jointly by SPONSOR and UNIVERSITY shall be jointly owned by SPONSOR and

UNIVERSITY, and UNIVERSITY shall prepare and prosecute all related patent applications and SPONSOR shall reimburse UNIVERSITY for one-half of the expense of all filing, prosecution and maintenance costs for all such patent applications and all issued patents. UNIVERSITY grants SPONSOR an option to secure an exclusive license to UNIVERSITY'S rights to said jointly-owned inventions and discoveries. The provisions of article 8.3, 8.4, 8.5, 8.6 and 8.7 shall apply to such an option.

- 8.3 SPONSOR shall indicate to UNIVERSITY in writing, within thirty (30) days of receipt of invention disclosure, whether it wishes UNIVERSITY to file a patent application on the invention, if applicable, or whether it wishes UNIVERSITY to register a copyrightable material.
- 8.4 UNIVERSITY agrees to grant and hereby grants SPONSOR an option to secure a royalty-bearing license under reasonable terms, with the right to make, use and sell, have made and have used, the claimed invention of any patent which is based on any invention conceived and reduced to practice during the term of this Agreement. Such option shall be in effect and exercisable for ninety (90) days from the date of filing of a U.S. patent application under this Agreement or for ninety (90) days from the date of receipt of notice of such a filing by SPONSOR whichever date is earlier.
- 8.5 The license, which will be exclusive, will include a royalty rate in an amount to be negotiated in good faith by both UNIVERSITY and SPONSOR at the time SPONSOR decides to exercise its option. SPONSOR shall have the rights under the license to sublicense and shall have the sole right to designate the terms of any sublicense, provided that UNIVERSITY shall receive, at a minimum, the royalty rate expressed in the license between UNIVERSITY and SPONSOR, and fifty percent (50%) of any other remuneration received by SPONSOR from sub-licensees.
- 8.6 At the time of exercise of the option, SPONSOR shall indicate in which foreign countries it wants a patent application filed. Rights to such foreign countries shall be included in the patent rights under any license between UNIVERSITY and SPONSOR.
- 8.7 SPONSOR shall reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all patent applications and all issued patents filed at the request of SPONSOR. Any such patent applications shall become part of the patent rights in any license between UNIVERSITY and SPONSOR. SPONSOR shall also reimburse UNIVERSITY for all filing, prosecution and maintenance costs for all other patent applications and issued patents which become part of the patent rights in any license Agreement between UNIVERSITY and SPONSOR.

Article 9.0 TERMINATION

- 9.1 Either party may terminate this Master Agreement prior to the designated term by giving thirty (30) days written notice to the other. Terminating this Master Agreement will also

terminate all TASK ORDERS that are still active unless the parties agree that the active Scopes of Work will be completed in which event those active projects will be completed under the terms of this Agreement and no further work will be accepted.

- 9.2 Upon early termination of this Master Agreement and TASK ORDERS, SPONSOR shall pay all costs accrued by UNIVERSITY as of the date of termination including non-cancelable obligations for the term of the Agreement, which shall include all appointments of research staff incurred prior to the effective date of the termination.

Article 10.0 LIABILITY AND NEGATION OF WARRANTY

- 10.1 Each party will be responsible for its own negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency, and each party agrees to be liable for any damage or injury resulting from said negligent acts or omissions, subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement shall be construed or interpreted as (1) denying to any party any remedy or defense available to such party under the laws of the State of Florida; (2) consent by a party to be sued except as authorized under Section 768.28 of the Florida Statutes; (3) a waiver of sovereign immunity; or (4) constituting a hold harmless agreement.
- 10.2 UNIVERSITY makes no representation other than those specified in this Agreement. UNIVERSITY makes no express or implied warranties of merchantability of fitness for any particular purpose of data or technical information derived from this RESEARCH PROJECT.

Article 11.0 ASSIGNMENT

- 11.1 This Agreement may not be assigned by SPONSOR without the prior written Agreement of UNIVERSITY.

Article 12.0 PUBLICITY

- 12.1 SPONSOR and UNIVERSITY agree that they will not use the name of the other party, nor of any member of ITS PERSONNEL, in any publicity, advertising, or news release without the prior written approval of the other.

Article 13.0 NOTICES

- 13.1 Notices, invoices, payments and other communications hereunder shall be deemed to have been made when delivered, sent by telex or telegram, or when mailed first class, postage prepaid, and addressed to the party at the address given below, or such other address as may hereafter be designated by notice in writing:

SPONSOR:

Name: City of Pembroke Pines
Address: 8300 South Palm Drive
Pembroke Pines, FL 33025
Phone: 954-518-9060
e-mail: kkennedy@ppines.com

FLORIDA ATLANTIC UNIVERSITY

For Administrative matters:

Miriam Campo
Assistant VP for Research
Office of Sponsored Programs
Division of Research
Florida Atlantic University
777 Glades Road, ADM 310
Boca Raton, FL. 33431-0991
campom@fau.edu

For Technical matters:

Principal Investigator: Yan Yong
Address 777 Grades Load
Boca Raton, FL 33431
(561) 297-3445
yongy@fau.edu

Article 14.0 MISCELLANEOUS

- 14.1 UNIVERSITY and SPONSOR agree that the PROJECT SUPERVISOR AND PERSONNEL are acting as employees of UNIVERSITY and not as agents or employees of SPONSOR.
- 14.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their successors.
- 14.3 This Agreement shall be governed by and construed according to the laws of the State of Florida.
- 14.4 This Agreement may not be assigned by the SPONSOR without the written permission of UNIVERSITY.
- 14.5 This Agreement embodies the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

- 14.6 No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by their duly authorized employees.
- 14.7 Upon termination of this Agreement, neither party shall have any liability to the other, except for any provisions of this Agreement which by their nature extend beyond the termination or expiration until fulfilled and shall bind the parties and their legal representatives, successors and assigns.
- 14.8 The parties shall abide by the Financial Conflict of Interest (FCOI) federal regulations (42 CFR Part 50 Subpart F and 45 CFR Part 94) revised effective September 26, 2011.

The parties hereto have caused this Agreement to be executed by duly authorized representatives effective as of the later date indicated below:

SPONSOR



 Name: Frank C. Ortis
 Title: Mayor ✓
 Date: 5/5/23

FLORIDA ATLANTIC UNIVERSITY

Miriam Campo

 Name: Miriam Campo
 Title: Assistant VP for Research
 Date: June 12, 2023

ATTEST:



 MARLENE D. GRAHAM
 CITY CLERK

