

IP-011 (01/17)

This Agreement is made by and between Raytheon Company (“Raytheon”) and _____ (“University”). This Agreement shall be effective as of the later date of execution as set forth below (“Effective Date”).

Raytheon agrees to provide University funding in the amount of _____ U.S. Dollars (\$_____) to support research as described in this Agreement. Such funding hereinafter referred to as the “Funding”. In exchange for this Funding, the University agrees to the terms and conditions set forth below.

1. Definitions

- (a) Affiliate(s) of Raytheon shall mean any corporation or business entity which, either directly or indirectly through one or more intermediaries, is controlled by, controls, or is under common control with Raytheon.
- (b) For purposes of this Agreement, all references to an employee of the University or to employees of the University shall be deemed to include students at the University who work on the Research (as defined below).

2. Scope of Work

- (a) The University shall conduct the research as described in Exhibit A (the “Research”).
- (b) The Research shall be conducted on behalf of the University by or under the direction of the Principal Investigator identified in Exhibit A.
- (c) The Research shall be conducted during the period and in accordance with the schedule set forth in Exhibit A.
- (d) If, for any reason, the Principal Investigator becomes unavailable to work on the Research, Raytheon and the University will mutually agree on a qualified replacement. If parties are unable to promptly agree on a qualified replacement, Raytheon may terminate this Agreement as provided in Section 4 below.
- (e) If requested by Raytheon, the Principal Investigator shall meet with designated representatives of Raytheon at mutually agreed times and places to discuss the progress of the Research.
- (f) The University shall make available to Raytheon, upon request, copies of data and other information resulting from the Research in sufficient detail to enable Raytheon's personnel to evaluate and to utilize the results of the Research in their own research activities.
- (g) All work to be performed hereunder shall be conducted by the University as an independent contractor and in no way shall the University, the Principal Investigator, and others assigned to the Research by the University be considered as agents or employees of Raytheon. The University and the Principal Investigator shall be solely responsible for the manner in which the work is performed and, without limiting the general applicability of the foregoing, the University and the Principal Investigator shall be solely responsible to insure that the work is performed in a safe manner and in accordance with all applicable laws and regulations.

3. Funding

Upon execution of this Agreement by both Parties, Raytheon shall pay University within forty-five (45) days of receipt of a valid invoice from University. Except as otherwise provided in Section 6(e) below with respect to certain patent costs related to Joint Inventions [as defined in Section 6(b) below],

nothing contained herein is intended to, or shall, by implication or otherwise obligate Raytheon to provide any funds or payments beyond the amounts expressly stated herein.

4. Termination

Performance under this Agreement may be terminated by Raytheon (i) upon thirty (30) days prior written notice, (ii) immediately upon written notice if the parties are unable to promptly agree upon a replacement Principal Investigator as provided in Section 2(d) above, or (iii) immediately upon written notice in the event that the University is not proceeding with the Research in a diligent and expeditious manner. Performance under this Agreement may be terminated by the University upon written notice if circumstances beyond its control preclude continuation of the Research. In the event of termination, the University will promptly refund to Raytheon the portion of amounts previously paid to the University pursuant to Section 3 above which exceeds the costs and non-cancellable commitments incurred by the University in the performance of the Research through the date of termination. This Section 4 and any other provision hereof which by its nature is inherently intended to survive [such as by way of example Sections 5, 6, 7, 9, 10, 11, 13 and 14 and Section 8(b)] shall survive any termination.

5. Confidentiality

- (a) Except as otherwise provided below and subject to Section 13 below, the University and the Principal Investigator shall be free to publish the results of the Research provided that Raytheon is provided with a copy of the proposed publication at least sixty (60) days in advance of any submission for proposed publication so that Raytheon may review and comment thereon to prevent any inadvertent disclosure of information which Raytheon believes should be considered proprietary or which Raytheon believes should become the subject of a patent application.
- (b) Except to the extent that data from and/or results of the Research may be otherwise protected by patents or copyrights not otherwise licensed to Raytheon, there shall be no restrictions on use and/or disclosure by Raytheon or Affiliates of Raytheon of any data or results resulting from the subject Research.
- (c) In connection with the Research, Raytheon may elect to disclose certain technical information possessed by Raytheon that Raytheon considers proprietary ("Raytheon Proprietary Information") and the University agrees that the University and its employees shall (i) maintain such Raytheon Proprietary Information as confidential, (ii) not disclose same to third parties without the prior written consent of Raytheon, and (iii) not use same except as authorized by Raytheon in connection with the Research; provided, however, Raytheon Proprietary Information shall not include any information which is rightfully and legally made available to the University from sources other than Raytheon.

6. Inventions and Patents

- (a) Subject to the rights granted to Raytheon and Affiliates of Raytheon pursuant to this Agreement and except as may otherwise be expressly provided below, the University shall have title to any invention conceived pursuant to this Agreement solely by employees of the University ["University Invention(s)"].
- (b) Title to any invention conceived pursuant to this Agreement jointly by employees of Raytheon (including Affiliates of Raytheon) and employees of the University shall be jointly owned by the University and Raytheon [Joint Invention(s)].
- (c) The University shall promptly and in a timely manner disclose to Raytheon any invention made pursuant to this Agreement. Such disclosure will be in writing and shall, in any event, be made within thirty (30) days after the date on which the invention has been identified by the University. Within thirty (30) days of completion of the Research, the University shall provide Raytheon with a summary written report of all such inventions.

- (d) As to any University Invention, the University shall have the first option to file a patent application thereon but if it elects not to do so or fails to do so in a timely fashion within a reasonable period, no later than ninety (90) days after the date the invention is identified, then Raytheon shall have the option to do so at its own expense. The University also shall have the first option to file foreign patent applications on University Inventions but Raytheon or any Affiliate of Raytheon shall have the right to do so in any country in which the University elects not to file a patent application. The University shall provide Raytheon with a timely written notice as to the University's plans for foreign filing of patent applications on inventions that are subject to this Agreement in sufficient time to permit Raytheon or its designated affiliate to file such applications in any countries where the University elects not to do so but with such notice, in any event, being provided no later than six (6) months after the filing of the initial application on any such invention.
- (e) The parties shall mutually agree as to which party shall be responsible for the preparation, filing and prosecution of patent applications on Joint Inventions but if they are unable to do so within thirty (30) days of the date on which the Joint Invention is identified then Raytheon shall have the right to do so at its option. Unless otherwise mutually agreed on a case by case basis, the parties shall share equally any costs and expenses associated with the filing and prosecution of patent applications on Joint Inventions and with the maintenance of any resulting patent applications and patents; provided, however, that either party may decline to do so in any particular country or countries in which case it shall surrender its ownership interests in the relevant patent rights in such country or countries to the other party. If the University acquires ownership of any such patent rights pursuant the foregoing, Raytheon and Affiliates of Raytheon shall have the same rights under such patent rights as they have with respect to University Inventions.
- (f) The University shall consider any recommendations made by Raytheon with respect to the filing of patent applications resulting from this Agreement and shall keep Raytheon informed in a timely manner as to the University's decisions with respect to filing of patent applications on University Inventions. The University also shall notify Raytheon in writing and in a timely fashion of its intention to abandon any patent application or patent applicable to either any University Invention or to any Joint Invention for which the University was the filing party so that Raytheon may, at its discretion, continue prosecution or maintenance of same in which case the University shall assign its rights to such inventions, patents and patent applications to Raytheon.
- (g) For the avoidance of doubt, it is understood that any invention made solely by employees of Raytheon (including Affiliates of Raytheon) in connection with the activities contemplated by this Agreement shall be and remain the sole and exclusive property of Raytheon.

7. Rights and Licenses

- (a) Unless Raytheon elects to acquire an exclusive license as provided below, Raytheon and Affiliates of Raytheon shall, at all times and in any event, have at least a nonexclusive, royalty free, world-wide license (including "have made" rights), without right to sublicense without the prior consent of the University which shall not be unreasonably withheld or delayed and except that such consent shall not be required in connection with granting customers necessary rights to use contract deliverables for their intended purpose and in connection with granting limited rights to team members, subcontractors and the like in connection with pursuit or performance of contracts with customers, (i) under any University Invention and any resulting patent rights and (ii) under any Joint Invention and resulting patent rights which may become the sole property of the University pursuant to Section 6(e) above as a result of Raytheon's election not to bear its share of costs associated with any such patent rights related to Joint Inventions.
- (b) Except as otherwise provided in Section 6(e) above and except in the case where Raytheon acquires an exclusive license to the University's interest therein as provided below, each joint owner shall have the right to use and sublicense any Joint Inventions and resulting patent rights without obligation or accounting to the other joint owner.

- (c) At any time prior to the expiration of (i) six (6) months after the issuance of any patent resulting from a patent application filed by Raytheon or any Affiliate of Raytheon on any University Invention or on any jointly owned Joint Invention, or (ii) six (6) months after Raytheon's receipt from the University of written notice advising Raytheon of the issuance of a patent resulting from a patent application filed by the University on any University Invention or on any jointly owned Joint Invention, Raytheon shall have the option to acquire a royalty bearing exclusive license, with right to sublicense, under any such University Invention and/or Joint Invention and/or under any resulting patent rights ("Resulting Patents") on reasonable terms and conditions and at a royalty not to exceed two percent (2%) of the net sales revenues of Raytheon or Affiliates of Raytheon attributable to the products produced and/or processes utilized which are covered by the claims of any such Resulting Patents which are exclusively licensed to Raytheon. In the event that Raytheon issues any sublicenses to third parties (other than Affiliates of Raytheon) under any such Resulting Patents that are exclusively licensed to Raytheon and which are directed to a University Invention, the University shall be entitled to a reasonable share, to be negotiated but not exceeding fifty percent (50%) of the net royalty received by Raytheon pursuant to any such sublicense.
- (d) In the event that Raytheon or any Affiliate of Raytheon incurs any costs or expenses in connection with the filing, prosecution and/or maintenance of any patent rights which are or become the subject of any exclusive license acquired pursuant to Section 7(c) above, Raytheon shall have the right to deduct any such costs and expenses from any royalties or license fees otherwise due in connection with any such exclusive license under the relevant patents to which the costs and expenses relate.
- (e) Subject to the licenses granted below, title to and the right to determine the disposition of any copyrights on material or software first produced or composed by employees of the University in the performance of the Research under this Agreement shall be in the University and/or its employees in accordance with agreements between the University and its employees. The University hereby grants Raytheon and Affiliates of Raytheon an irrevocable, royalty free, non-exclusive right and license to use, reproduce, and distribute (including the right to authorize its customers to use) all such copyrighted or copyrightable materials (including software) and to prepare, use, reproduce and distribute derivative works based thereon. Title to any copyrights on any material first produced or composed jointly by employees of Raytheon (including Affiliates of Raytheon) and by employees of the University shall be jointly owned by Raytheon, as one joint owner, and by the University and/or its employees, as the other joint owner; and, except as otherwise subsequently agreed or provided herein, both Raytheon and the University shall have the right to use, reproduce and distribute such jointly held copyrighted material and to prepare, use, distribute and reproduce derivative works based thereon without obligation to the other joint owner(s). Raytheon shall also have an option to acquire an exclusive license to any such copyrighted or copyrightable material (including software) referred to above in this Section 7 (e) on reasonable terms and conditions provided that it exercises this option within six (6) months of receipt of the material in question. Software developed during the Research for which a patent application is filed shall be subject to Sections 7 (a) through and including 7(d) above, to the extent applicable to software patents. Each party represents and warrants that it has necessary rights from its employees to grant the rights provided in this Section 7 (e). The right to distribute shall include the right to authorize others to use.
- (f) For the avoidance of doubt and whether or not expressly so stated, all licenses and other rights granted to Raytheon under this Section 7 may be extended by Raytheon to Affiliates of Raytheon.

8. Insurance

(a) In connection with its work under this Agreement, the University shall maintain (i) Workers' Compensation insurance (or an equivalent legally permitted and governmentally approved program of self-insurance covering University employees pursuant to applicable state worker compensation laws); and (ii) Employers' Liability insurance with limits of not less than \$1,000,000 for each covered event.

(b) Raytheon, Affiliates of Raytheon and/or their officers, directors, employees and/or agents shall have no liability to the University or to its insurers with respect to any claim University employees make against the University under Workers' Compensation. Furthermore, the University shall, except to the extent prohibited by applicable law, defend, indemnify and hold-harmless Raytheon, Affiliates of Raytheon, and their respective officers, directors and/or employees ("Indemnified Parties") against any claim a University employee or a University insurer makes against any of the Indemnified Parties as a result of or in connection with the performance of the Research, and the University expressly waives any statutory protection with respect to such indemnity which the University may otherwise have under the applicable Workers' Compensation laws.

9. Agreements with Employees

The University represents and warrants that it has appropriate agreements with the Principal Investigator and other University employees which are sufficient to enable the University to perform its obligations hereunder and to grant the rights provided for herein.

10. Use of Names

Neither Party will use the name of the other Party in any advertising or in any other form of publicity without the prior written permission of the other.

11. Notices

Notices under this Agreement shall be in writing and addressed to the following:

For University

For Raytheon

University: _____

Raytheon Company

Attention: _____

Attention: _____

Address: _____

Address: _____

Attention: _____

Address: _____

With additional copy for notices to Raytheon pertaining to proposed publications, invention disclosures and patents to:

Raytheon Company
Office of the General Counsel
Vice President Intellectual Property & Licensing
870 Winter Street
Waltham, MA 02451

Notices shall be effective upon receipt.

12. Applicable Law

This Agreement shall be construed and interpreted in accordance with the substantive laws of the Commonwealth of Massachusetts, without giving effect to its internal principles of conflict of laws.

13. Export/Import Controls

- (a) The University hereby certifies that it will comply with U.S. export and import controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (“ITAR”) ([22 CFR 120 et seq.](#)), the Export Administration Regulations (“EAR”) ([15 CFR Part 730-774](#)), the regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) ([31 CFR Part 500-598](#)), the regulations administered by the U.S. Department of Commerce, Bureau of Alcohol, Tobacco, Firearms, and Explosives (“ATF”) found in [27 CFR Chapter II](#), and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by the U.S. Customs and Border Protection (“CBP”) at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP)(collectively “U.S. export and import control laws and regulations”). If the University engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, the University hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls (“DDTC”).
- (b) The University shall control the disclosure, export, reexport, transfer and retransfer of, and access to, any hardware, software, controlled technical data, technology, and/or services (collectively referred to as “items”) received under this Agreement to ensure that any such disclosure, export, reexport, transfer or retransfer is undertaken in accordance with U.S. export control laws and regulations. The University agrees that no controlled items provided by Raytheon in connection with this Agreement shall be provided to any person or entity unless the transfer is expressly permitted by a U.S. Government license or other authorization, or is otherwise in accordance with applicable laws and regulations. It shall be the responsibility of the University to be cognizant of (including by requesting such information from Raytheon if needed) the proper jurisdiction and classification under the ITAR and/or EAR of the items provided by Raytheon prior to any release to a third party, including foreign affiliates or employees. If a final jurisdiction and classification determination for items provided by Raytheon has not been provided, the University cannot export or otherwise release the information to a foreign person until a final jurisdiction and classification is approved by Raytheon and any applicable export authorizations are obtained. For items subject to the ITAR, this responsibility includes the University’s cognizance of the ITAR controls applicable to any technical data or defense service furnished to the University by Raytheon, including when exported to the University from the United States in furtherance of Raytheon’s technical assistance, manufacturing license agreement or other ITAR authorization prescribing ITAR jurisdiction of any defense article which may be produced or manufactured by the University from such technical data or defense service.
- (c) The University shall notify Raytheon if any deliverable under this Purchase Order, for which the University is the design authority, is subject to U.S. export and import controls laws and regulations described in Paragraph 13(a). Before providing Raytheon any deliverable subject to the EAR or the ITAR, the University shall provide in writing to Raytheon’s Procurement Representative the export classification of any such item or controlled data, including the export classification of any:
- i. dual use goods and technology subject to the EAR, including any embedded ITAR-controlled or EAR 500 or 600 series’ item or technology;
 - ii. defense article, including any technical data, controlled by the ITAR;
 - iii. item or technology controlled by the EU List of Dual Use Items or by other applicable national export control lists.

Subsequent to the initial disclosure above, the University shall timely notify Raytheon’s Procurement Representative in writing of any changes to the export classification information of the item or controlled data. The University represents that an official authorized to bind the University has determined that the University or the designer, manufacturer, supplier or other source of the deliverable has properly determined their export classification.

- (d) The University hereby warrants that neither the University, nor any parent, subsidiary, affiliate, or lower-tier subcontractor is listed on any [Restricted Party](#) List of an agency of the U.S. Government, any applicable non-U.S. Government, or international organization, or any applicable state, local government, or municipality, nor are their export privileges denied, suspended or revoked. For purposes of this provision, "Restricted Party List" is defined to include the U.S. Government's Denied Persons List, Unverified List, Entity List, Nonproliferation Sanctions List, AECA Debarred List, Specially Designated Nationals (SDN) List, Sectoral Sanctions Identifications (SSI) List, Foreign Sanctions Evaders List, Excluded Parties List, or Palestinian Legislative Council (PLC) List, or other similar lists issued by the U.S. Government or a non-U.S. government, or international organization, or any state or local government, or municipality that relates to export controls, economic sanctions, or anti-corruption. The University shall immediately notify Raytheon if the University, or any parent, subsidiary, affiliate, or lower-tier subcontractor is added to any such Restricted Party List or if any of their export privileges become denied, suspended, or revoked. The University shall not deal with any Restricted Party in relation to this purchase order. The University shall notify Raytheon of any known or suspected violations of export or import control laws or regulations related to any Restricted Party involving this purchase order, or the initiation or existence of any U.S. Government investigation into same.
- (e) If the items provided by the University originate from a foreign location, they may also be subject to the export and import control laws and regulations of the country in which the items originate. The University shall abide by all applicable export and import control laws and regulations of that originating country.
- (f) The University agrees to provide Raytheon with information necessary for Raytheon to seek any necessary export and/or import authorizations, or to ensure or confirm compliance with U.S. and other applicable export / import controls laws and regulations.
- (g) Where Raytheon transfers items to the University under a U.S. Government export authorization, the University shall promptly notify Raytheon of (1) any changed circumstances that may require Raytheon to seek a new authorization, or a revision or amendment to an existing authorization, or that may impact the University's ability to perform under this contract (including but not limited to a change in name or ownership, the desired addition of a non-U.S. dual or foreign national employee, or the desired addition of a new subcontractor and/or affiliate), or (2) any known or suspected violations of export or import control laws or regulations, or the initiation or existence of any U.S. Government investigations into same. The University shall comply with requests from Raytheon for additional information regarding any such changed circumstances, known or suspected violations, or U.S. Government investigations.
- (h) If this Agreement forms the whole or a part of a sale by Raytheon of defense articles or defense services being sold in support of a Foreign Military Sale or commercially to or for the use of the armed forces of a foreign country or international organization, the University shall upon acceptance of this Order, or within ten (10) days of being requested by Raytheon to do so, with respect to all Purchase Orders received by the University's legal entity to date in relation to the Raytheon Customer Contract or Solicitation Number related to the Purchase Order, complete IN-009 "International Traffic in Arms Regulations Certificate and Reporting of Political Contributions, Fees or Commissions," available at http://www.raytheon.com/suppliers/supplier_resources/ in furtherance of the requirements stipulated in Part 130 of the ITAR, [22 C.F.R. §§130.9 and 130.10](#).
- (i) The University shall not engage in any subcontracts relating to this Agreement except in accordance with the prior written consent of Raytheon, and as compliant with U.S. export and import controls laws and regulations, and any authorizations granted thereunder. If the University is authorized by Raytheon to engage in subcontracting for procurements related to this Purchase Order, the University shall incorporate into its subcontracts the provisions of Section 13 requiring compliance with U.S. and other applicable export and import control laws and regulations.
- (j) The University is responsible for complying with all relevant import laws and regulations to the extent consistent with U.S. law. Raytheon shall not serve as Importer of Record. The University

shall be responsible for Customs clearance, payment of any and all duties, taxes, and fees for goods entering into the United States, or other relevant country.

- (k) Where the University is a recipient of any items received pursuant to a U.S. export license, Technical Assistance Agreement (“TAA”), Manufacturing License Agreement (“MLA”), or other export authorization, the University will abide by all provisos, requirements, and restrictions related to the applicable authorization. The University will provide to Raytheon accurate and complete records relating to all activities for which such records are required under TAAs and MLAs, such as but without limitation (i) Non-disclosure Agreements for sublicensees, (ii) Nontransfer and Use Certificates (DSP-83) for exports of Significant Military Equipment or classified equipment or technical data, and (iii) sales data to support annual sales reports. The University will immediately notify Raytheon of any change in circumstance that may require an amendment to an existing authorization or the obtaining of a new authorization. Raytheon shall not be responsible for delays in U.S. import or export of controlled items supplied hereunder by Raytheon resulting from a lack of necessary documentation from the University or the University’s country.
- (l) The University shall indemnify Raytheon for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Raytheon in connection with any violations of non-U.S. or U.S. export or import control laws and regulations, by the University, its officers, employees, agents, suppliers or subcontractors at any tier.

14. Entirety of Agreement

This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings between them relating thereto. No amendment, alteration or modification of the Agreement shall be effective unless made in writing and signed by authorized representatives of both the University and Raytheon.

15. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to all or substantially all of the business and assets of the respective parties. This Agreement shall not be assignable by either party without the prior written consent of the other party except that Raytheon may, without such consent, assign this Agreement and the rights and licenses granted to it hereunder to any Affiliate of Raytheon and to any successor in interest to all or substantially all of that portion of Raytheon's business to which the Research relates.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date of final signature set forth below.

University

Raytheon

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Attachment: Exhibit A, Statement of Work, _____

EXHIBIT A, STATEMENT OF WORK [Minimum Elements]

I. **Research to be Performed**

[Description of Research and Deliverables]

II. **Principal Investigator**

Name: _____

III. **Project Team**

[Insert List]

Assignment of foreign nationals shall require prior written consent of Raytheon to insure compliance with applicable law. The University shall advise Raytheon in writing if it proposes assignment of any foreign nationals.

IV. **Schedule**

Unless otherwise agreed in writing, it is understood that the Research shall commence promptly after the receipt of the Funding and shall thereafter proceed in a substantially continuous manner for a period of approximately ____ () months.

V. **University Resources**

The University confirms that (a) no US Government or other third party funding or resources will be used in the performance of the Research and (b) no property financed with proceeds of an issue of state or local bonds will be used in the performance of the Research.