





Deliverables as noted in the Project Application shall be fulfilled by the parties within fifteen (15) days of the date of termination of this Agreement.

4. PROPRIETARY INFORMATION

It is understood that in the course of carrying out this Agreement, either party may wish to share proprietary information. The parties agree to use their best efforts to prevent disclosure of information, which is clearly marked as *proprietary* to anyone other than those individuals who have a need to know this information for purposes of carrying out their obligations in connection with this Agreement. This does not supersede any additional agreements which have been previously signed, copies of which are attached.

5. PUBLICATION

The UNIVERSITY will be free to publish the results of work under this Agreement subject only to the protection of any intellectual property rights and proprietary information.

6. PATENTS AND POLICIES

The following Standard Contract Clauses Exhibits and Policies shall apply (Exhibit A Effective Date March 16, 2020), Affirmative Action Clauses (Exhibit A-1 Effective Date March 31, 2020), Computer Software Policy (Document Number 8101 Effective Date January 16, 1998) and the Patents and Inventions Policy (8 NYCRR Part 335.28) of the State University of New York, as amended November 23, 2016. These Exhibits and Policies are available on the SPIR website.

7. INDEMNIFICATION

COMPANY hereby agrees to indemnify SPIR and UNIVERSITY from any claims or actions by third parties because of COMPANY's use or misuse of the reports, technology, or any other written or verbal deliverables which are provided to COMPANY in connection with this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date hereinabove first written.

STRATEGIC PARTNERSHIP FOR INDUSTRIAL RESURGENCE:

COMPANY:

Signed _____

Signed _____

Name Michael V. Testani

Name _____

Title Director, SPIR

Title _____

UNIVERSITY INVESTIGATOR:

COMPANY INVESTIGATOR:

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

UNIVERSITY REPRESENTATIVE:

Signed _____

Name _____





ATTACHMENT: Project Description

