

MASTER AGREEMENT
FOR
SPONSORED STUDENT PROJECTS

THIS AGREEMENT is entered into this 30th day of November, 2011 by and between the University of Massachusetts Medical School of Worcester, Massachusetts (“SPONSOR”) and Worcester Polytechnic Institute, a non-profit educational institution of Worcester, Massachusetts (“WPI”); also referred to collectively as “Parties.”

WHEREAS, SPONSOR is interested in sponsoring certain research projects in which WPI’s students may participate; and

WHEREAS, WPI encourages its students to participate in these research projects as part of the students’ academic curriculum; and

WHEREAS, SPONSOR’s faculty post certain of their faculty-owned research projects on-line for WPI students to review, and the students and faculty may then reach agreement on a cooperative working relationship concerning said research project (“SPONSORED STUDENT PROJECT”); and

WHEREAS, through this program, WPI’s students will receive actual and real research opportunities, while SPONSOR’s faculty will benefit from a collaborative relationship with WPI Life Sciences departments as well as the possibility of obtaining a computer science/engineering perspective to their research projects.

NOW, THEREFORE, in consideration of the promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties hereto do agree as follows:

1. SPONSORED STUDENT PROJECTS GENERAL TERMS:

1.1 Project Proposals. The scope, objectives and desired outcome of any proposed project (“Sponsored Student Project” or “Project”) shall be established by mutual agreement of the parties and will require the approval of both parties. A Project Proposal form outlining the scope, objectives and desired outcomes of each project shall be completed for each separate project. The Project Proposal form to be used for each project is attached as **Exhibit A** and hereby incorporated in this Agreement.

1.2 WPI warrants that whatever documents, materials, information, software, formulas and work processes used, disclosed and/or submitted by its students with respect to these Sponsored Student Projects:

- a. are and shall be the students’ and/or WPI’s original work and/or is work for which WPI has obtained all necessary rights to use; and

- b. do not, and shall not violate any patent, copyright, trade secret or other proprietary or intellectual property right of any third party.

1.3 This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. The terms contained herein constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior communications and agreements, either oral or written. No amendment or modification hereof shall be valid or binding upon the parties unless made in writing and signed by the respective authorized representative of each party.

1.4 Any provision of this Agreement that by its very nature or context is intended to survive any termination, cancellation or expiration hereof, including but not limited to provisions concerning payment of outstanding amounts, disclosure of information, and limitations of liabilities, shall so survive. The waiver of any breach or default shall not constitute a waiver of (i) any other right or remedy hereunder; or (ii) any subsequent breach or default.

1.5 Each party shall comply with all applicable export laws, orders and regulations and obtain all necessary governmental permits, licenses and clearances. Neither this Agreement nor any part hereof may be assigned or subcontracted by WPI, in whole or part without the advance written consent of SPONSOR.

1.6 This Agreement shall **not** be construed to create a relationship of a joint venture, partnership, brokers, employees, servants or agents between WPI and the Sponsor. The Parties to this Agreement are acting as independent contractors from institutions that are entirely separate and distinct. Further, neither party is permitted or authorized to act as an agent, servant, partner, joint venture or representative of the other, and neither party shall have any authority to transact business or make any commitments on behalf of the other. With respect to any compensation that may be paid for services provided in connection with this Agreement, each Party will be responsible for paying their own employees (including faculty), and properly accounting for any withholding or other fees and costs related to such compensation as may be required by law.

1.7 Notices required or permitted under this Agreement shall be signed by an authorized representative of the sender, sent to the respective individuals identified below (which may be changed by written notice to the other), and shall be deemed to have been received (i) when hand delivered thereto by a representative of the sender; or (ii) three (3) days after having been sent thereto postage prepaid, by registered or certified first class mail, return receipt requested; or (iii) when sent by electronic means, with written confirmation by the method of transmission; or (iv) one (1) day after deposit with an overnight carrier, with written verification of delivery

1.8 SPONSOR agrees to appoint a liaison to work with the WPI students and faculty lead on each Sponsored Student Project. The SPONSOR liaison for the term of this agreement will be:

Name: Dr. Anthony Carruthers
Title: Dean, GSBS and Professor of Biochemistry & Molecular Pharmacology
Department: UMMS – Graduate School of BioMedical Sciences
Email: anthony.carruthers@umassmed.edu
Telephone: 508-856-6074

1.9 A WPI faculty advisor will be responsible for advising the students' efforts to carry out all project objectives during the term of this agreement. The faculty is an advisor on this project and is under no specific obligation to directly participate in the completion of the Project. The faculty advisor may contribute WPI background technology or know-how to assist the students when necessary for completion of the Project.

1.10 WPI will identify the individual student(s) to be assigned to each approved Project and SPONSOR may, for any cause and at any time, request the removal from a Project of any individual student. Such removal will be memorialized in writing.

1.11 If the Sponsored Student Project is to be completed on SPONSOR's premises, SPONSOR will provide free of charge, the necessary facilities, equipment, supplies, and administrative support to students.

1.12 The status of the student(s) assigned to a Project shall be that of independent contractor in relation to SPONSOR and not that of employee for any purpose or reason under this Agreement, and shall be identified as WPI students by means of some dress, badge or other appropriate means of identification. The parties agree that students will not receive remuneration under this Agreement, and are not entitled to workers' compensation benefits for any accident, illness or injury arising out of their participation in the Program. The Parties agree that students participating in the Program shall at all times remain students of WPI, provided however, that for purposes of compliance with HIPAA and access to PHI, the students are considered part of UMMS' workforce while working under supervision to practice or improve their skills as health care providers/researchers in accordance with the terms of this agreement. UMMS will provide training in its HIPAA policies and procedures to WPI students and faculty with access for PHI for the projects covered by this Agreement.

1.13 It is understood that WPI students engaged in the projects covered by this agreement will be required to execute a **Student Agreement and Release** form attached hereto as Exhibit B. WPI will provide evidence of student accident and health insurance coverage if required by SPONSOR.

1.14 It is understood that all students assigned to the Sponsored Student Projects shall be required to observe any and all local safety and operating regulations of the SPONSOR when working at SPONSOR's premises.

1.15 WPI agrees to carry such insurance as it may deem appropriate for protection of the student with regard to personal injury or death and property damage while on SPONSOR's premises.

1.16 Each of WPI and SPONSOR requires that its name not be used in connection with any advertisement, press release, or other form of business promotion or publicity, or refer to a research agreement, without its prior written approval.

1.17 WPI acknowledges that its students, employees and agents may acquire or gain access to Protected Health Information (“PHI”) and personal information (PI) through the students’ participation in the Program and that the use or disclosure of any PHI and PI for any purpose not directly connected with the services under this Agreement is strictly prohibited. WPI shall instruct its students, faculty, employees and agents to comply with applicable UMMS policies and procedures, the requirements of applicable Massachusetts laws and regulations, including the Health Insurance Portability and Accountability Act (“HIPAA”), with regard to PHI and PI. WPI agrees that any PHI and PI in its possession will be returned to UMMS, and/or destroyed once the goals of the Program are accomplished. WPI agrees to instruct its students, faculty and agents of their obligations under this Agreement.

1.18 Each party warrants that it has the right to enter into this Agreement and fulfill its obligations hereunder, and has no knowledge of any claims adverse to such rights. Nothing contained herein shall be construed as preventing either party from developing, acquiring, marketing, selling, supporting or maintaining products or services similar to, or competitive with products of the other, or from entering into agreements with others, provided that in so doing, there is no breach of this Agreement.

1.19 In addition to student projects, the terms of this agreement will apply to other academic initiatives involving undergraduate WPI students engaged in activities at UMMS for academic credit.

2. PROJECT REPORTS AND PUBLICATION

2.1 Project Reports and Results. The parties agree to make the Project results available in WPI student reports which shall be submitted to WPI for academic credit and to the SPONSOR for review according to the provisions of Part 4. Following approval of the final Project report, reports shall be available to the public via “e-project reports database” maintained by the WPI library.

2.2 Project Publications and Presentations. Where the results of a Sponsored Student Project are of particular importance, such results may be published in the technical literature or presented at professional meetings. WPI shall submit any draft publications or presentations to the SPONSOR for review according to the provisions of Part 4.4 prior to any public disclosure.

3. CONFIDENTIALITY

3.1 “Confidential Information” shall mean any and all information or materials provided by one party to the other which are in tangible form and labeled “confidential” or the like, or, if disclosed orally, are identified as being confidential at the time of disclosure and are followed up within two (2) weeks in a tangible form that is appropriately labeled, or any other

information, observed when at a facility of the other, that a reasonable business person would understand to be not publicly available, but shall not include information or materials that (i) were, on the Effective Date, generally known to the public; or (ii) become generally known to the public after the Effective Date other than as a result of the act or omission of the receiving party; or (iii) were rightfully known to the receiving party prior to that party receiving same from the disclosing party; or (iv) are or were disclosed by the disclosing party to a third party generally without restriction on disclosure; or (v) the receiving party lawfully received from a third party without that third party's breach of agreement or obligation of trust; or (vi) are independently developed by the receiving party.

3.2 WPI shall protect SPONSOR's Confidential Information by means of the same standard of care as used by WPI to protect its own information of a similar nature and importance, and no less than reasonable care. WPI shall use the Confidential Information only to fulfill its obligations or to exercise its rights hereunder with regards to the sponsored project and shall disclose Confidential Information only to those persons in its organization who have a need to know such in the performance of their duties in connection with this Agreement and shall promptly report to the disclosing party any actual or suspected breach of the terms hereof.

3.3 WPI shall not, and shall not authorize or assist another party to originate any written publicity, news release, or other public announcement, relating hereto, without the prior written approval of SPONSOR, which approval shall not be unreasonably withheld. If WPI's written publicity, news release or other public announcement is an academic publication for academic or research purposes (Academic Work), it shall be treated as follows:

- a. The Academic Work must be so identified to the SPONSOR's liaison and must not contain Confidential Information under this Agreement.
- b. After receiving the Academic Work, the SPONSOR's liaison shall have 30 days in which to reply with comments, which shall be reasonably followed by WPI.
- c. If the SPONSOR's liaison has not replied within the 30 days, the Academic Work may be published substantially as it was provided to SPONSOR.

The terms of this Agreement, its Schedule(s) and Exhibits, but not their existence, are to be considered Confidential Information for purposes of BOTH SPONSOR and WPI.

4. INTELLECTUAL PROPERTY

4.1 With regard to Work Product that is first made, authored, conceived or reduced to practice by WPI, its agents, servants, representatives or employees in connection with this Agreement, but NOT based on SPONSOR's Confidential or proprietary information, SPONSOR shall have non-exclusive royalty free paid up in full rights under any intellectual property rights associated with the Work Product; however, SPONSOR shall be given first rights of refusal of an exclusive license under the above-referenced intellectual property rights, wherein

the exclusive license will be offered under most favored licensee provisions, and otherwise under commercially reasonable terms.

4.2 If the work product IS based on SPONSOR's Confidential or proprietary information , and is authored, conceived or reduced to practice by WPI, its agents, servants, representatives, or employees in connection with this Agreement, then WPI grants to SPONSOR the entire right, title and interest in and to all patents, copyrights, mask word rights, trade secrets and other intellectual property rights therein. If any Work Product is not based on SPONSOR's Confidential information nor first made, authored, conceived , or reduced to practice under this Agreement as described above, then WPI Intellectual Property agreement shall govern.

4.3 With respect to JOINTLY created or authored Work Product that results in INVENTIONS, SPONSOR shall have the right to file patent applications at its own expense on such inventions which shall be considered jointly owned by WPI and SPONSOR. SPONSOR shall keep WPI reasonably informed as to the progress of such patent applications and shall take those actions necessary to record the assignment of WPI inventor's rights to WPI. Each party shall have the right to use its undivided interest in the invention without accounting to the other. WPI agrees that during the term of this agreement and for six months after termination it will not license its interest in the jointly owned invention to any third party and agrees upon request to enter into good faith negotiations to license its rights exclusively to SPONSOR. If SPONSOR elects in writing not to file patent applications on jointly owned inventions, WPI may do so at its own expense. WPI shall keep SPONSOR reasonably informed as to the progress of such patent applications and shall take those actions necessary to record the assignment of SPONSOR's inventor's rights to SPONSOR.

4.4 Each of WPI and SPONSOR reserves the right for publication and presentation of research for which they are legitimate authors under generally accepted academic standards. SPONSOR and WPI hereby acknowledge that, as academic institutions, each has an obligation to publish research results. SPONSOR and WPI agree that they shall first endeavor in good faith to jointly publish the research results. If due to the time constraints of WPI student semester deadlines no joint manuscript has been timely produced, SPONSOR hereby grants WPI the right to publish results generated by projects contemplated under this agreement, subject to reasonable review by SPONSOR as follows:

- a. WPI will provide a draft of publication/presentation for SPONSOR's review at least 30 days prior to release or presentation.
- b. Upon written request, WPI will remove any information identified as confidential or proprietary by SPONSOR.
- c. If SPONSOR does not make a written request for changes after initial review, the report shall be published/presented in its original form.

4.5 Patentable Subject Matter. In the event that any project reports, presentations or publications contain patentable subject matter or other valuable intellectual property, by mutual

agreement of the parties, such materials may be withheld from public disclosure until the material is adequately protected by filing of patents or registering copyrights or trademarks.

4.6 In the event it becomes necessary for performance on the project for SPONSOR to disclose SPONSOR's proprietary and confidential information to WPI students, staff or faculty assigned to the project, it is understood that such WPI personnel may be required by SPONSOR to execute a non-disclosure agreement to protect SPONSOR's proprietary and confidential information. SPONSOR agrees to provide a copy of SPONSOR's non-disclosure agreement to WPI's Technology Transfer Office for review and approval prior to execution of the agreement by any WPI personnel.

4.7 WPI will provide SPONSOR a draft copy of project reports or publications for SPONSOR's review at least thirty (30) days prior to public release. Upon written request by SPONSOR, WPI agrees to remove SPONSOR's proprietary and confidential information from any project report or publication which contains such information. In the event that a written request for removal of SPONSOR's proprietary and confidential information is not made within thirty (30) days of submission of a draft copy of a project report or publication, WPI may release the report or publication as originally submitted.

4.8 For any Intellectual Property developed by WPI students working on a Sponsored Student Project, which could not have been developed without access to SPONSOR's proprietary and confidential information, proprietary products or SPONSOR's own Intellectual Property, all rights to such Intellectual Property shall be assigned to SPONSOR. For all other cases, WPI's Intellectual Property Policy will apply.

4.9 WPI policy permits students to work for pay on assignments that may originate in sponsored project work only if a separate agreement is executed which specifies the differences between the academic project work and the paid assignments.

5. EFFECTIVE DATE AND TERMINATION

5.1 This agreement will become operable on the Effective Date and will continue for a period of five (5) consecutive years terminating on October 31, 2016, unless terminated by either Party by giving thirty (30) days' notice in writing to the other Party. WPI will provide SPONSOR with written notification of the completion of the each Project covered by this agreement. Consistent with Section 1.4 above, in the event of termination, the provisions of Sections 3, 4 and 7, as well as any other language similarly stated, shall survive.

5.2 At the termination of a Project covered by this Agreement, either by conclusion of the time period for the particular Project and delivery of the Project reports, or by termination by either WPI or the SPONSOR, WPI shall return, and at SPONSOR's request, certify that WPI no longer has possession of any SPONSOR materials, documents or property.

6. LIMITATIONS OF LIABILITY

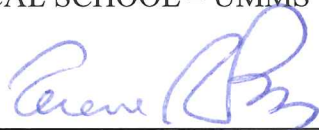
6.1 EXCEPT FOR CLAIMS ARISING OUT OF A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTIONS 3.0 OR 4.0, NEITHER SHALL HAVE LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE) ARISING OUT OF OR IN CONNECTION HEREWITH OR THE PERFORMANCE OF A SCHEDULE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

7. PARTIAL INVALIDITY

7.1 If in any instance any provision of this Agreement shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms unless the purposes of the Agreement can no longer be preserved by doing so.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed in duplicate originals by its duly authorized officers or representatives.

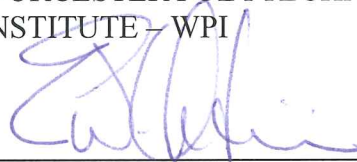
UNIVERSITY OF MASSACHUSETTS
MEDICAL SCHOOL – UMMS



By: Terence Flotte, MD
Title: Dean, Provost, Executive Deputy
Chancellor, UMMS

Date _____

WORCESTER POLYTECHNIC
INSTITUTE – WPI



By: Eric Overstrom, PhD
Title: Provost, WPI

Date 12-14-11