**EPRI Technology Innovation: University Research Award**

**AGREEMENT FOR THE USE OF UNIVERSITY RESEARCH SUMMARY**

Internal Note 1 – to be deleted. - This License Agreement is required of all Foreign Universities, and domestic For-Profit Universities, and domestic Private Universities.

Internal Note 2 – to be deleted. For domestic non-profit, public, and/or state-owned universities License Agreement for Summary Report is voluntary.

These are Post RFP Award Requirements.

Signstures required if Award is presented to University after successful RFP Application Review.

This Agreement for the Use of University Research Summary (“Agreement”), dated as of **the last date of signature below** by and between Electric Power Research Institute, Inc. (“**EPRI**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[insert University name here]** (“**University**” and, together with EPRI “**the Parties**”), sets forth the terms and conditions relating to EPRI’s use of the University Research Summary (as defined below). In consideration of the mutual covenants and agreements in this Agreement, and any other agreements between the Parties,and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, EPRI and University agree as follows:

1. **Agreement Effective Date**. This agreement becomes effective at time of RFP Submittal by University, or final signature of this Agreement, whichever comes first, and is the entire agreement concerning the matters set forth herein.
2. **Use of the University Research Summary .** 
   1. **“University Research Summary ”** means a report of activities performed under the EPRI University Research Award. This summary is typically prepared within one (1) year of the award distribution. Awardees may at a minimum provide a 3-10 page summary of activities. Of course more information is welcome to supplement the summary. For example, video recordings, PowerPoint presentations, and datasets are also welcome with the University Research Summary. However, this report
   2. Subject to the terms and conditions of this Agreement, University hereby grants EPRI permission to use the University Summary Research on its websites, as a way to show-off the awardee’s hard-work and acknowledge their scientific contributions. University retains all rights to the University Research Summary, underlying research results, and other Intellectual Property.
   3. Subject to the limitations contained in this Section 2, EPRI may re-publish or share the University Research Summary, whether in-whole or in-part, for public viewing on the world-wide web or other media. EPRI shall attribute credit to the researchers and/or University when referencing University Research Summary.
   4. University may designate portions of the supplemental materials as confidential, and EPRI shall then treat clearly marked portions as confidential and not for public viewing. Ideally, the University Research Summary will be at a high level document with only limited to confidential information. Please mark may provide access to the confidential University Research Summary to subcontractors, affiliates, vendors, or other third parties in furtherance of its research and development activities or related services only after execution of agreements with confidentiality obligations consistent with the provisions of this Agreement regarding Confidential Information.
3. **Notices.** The following individuals are the primary contacts at EPRI and University for the University Research Summary :

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[insert University name here]** | **EPRI** |
| Name, Title: | Name, Title: Dr. Poorvi Patel, Principal Project Manager |
| Phone: | Phone: 704-232-4551 |
| Email: | Email: ppatel@epri.com |

|  |  |
| --- | --- |
|  |  |

1. **Term and Termination**.
   1. Each Party’s rights and obligations set forth in this Agreement shall continue until terminated by either party.
   2. Either Party may terminate this Agreement, and the rights granted hereunder, (i) by providing the other at least thirty (30) days written notice.
   3. .
   4. The person signing this Agreement represents that they are authorized to act on behalf of the University, and warrants that it has the ability to grant EPRI use of University Research Summary .
   5. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A., excluding its choice of law principles.
   6. This is the entire Agreement with respect to the subject matter hereof, and supersedes any other written or oral agreement.

IN WITNESS WHEREOF, University and EPRI have caused this Agreement to be signed by their respective duly authorized signatories.

**Electric Power Research Institute, Inc. [insert University name here]**

By: By:

Name:David R. Sayers Name:

Title: Corporate Legal Counsel Title: