

QUANTUM COMPUTER RESEARCH AGREEMENT

This Quantum Computer Research Agreement (“Agreement”) is entered into by and between Universities Space Research Association (hereinafter referred to as “USRA”) and [Awardee Name] (“Awardee”) (each individually referred to as a “Party” and collectively as “the Parties”).

WHEREAS, USRA has entered into a collaborative research agreement with NASA and Google Inc., the goal of which is to encourage the discovery and exploitation of new Artificial Intelligence algorithms designed to run on hybrid quantum-classical computing machinery; and

WHEREAS, the agreement between USRA, NASA and Google Inc. contemplates third party academic research, and the research contemplated by this Agreement is of mutual interest and benefit to USRA and to Awardee, and may derive benefits for both USRA and Awardee through inventions, improvements, and/or discoveries; and

WHEREAS, USRA and Awardee intend to define their mutual rights and obligations in this Agreement for the performance of the work contemplated hereunder;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

ARTICLE 1 - DEFINITIONS

1.1 “Intellectual Property” means and includes all technical information, inventions, trade secrets, patents, copyrights, trademarks, research, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes, specimens, biological materials, software, designs, drawings, sketches and other proprietary ideas, whether or not patentable or copyrightable, and any improvements thereon developed in connection with this Agreement.

1.2 “Joint Intellectual Property” shall mean individually and collectively all Intellectual Property which is conceived and/or made jointly by one or more employees of Awardee and by one or more employees of USRA in the performance of research in connection with this Agreement.

1.3 “NRSAA” means the Non-Reimbursable Space Act Agreement dated November 9, 2012 between USRA, Google Inc. and NASA.

1.4 “Principal Investigator” or “PI” is the person, designated by Awardee, and accepted by USRA, who is directly responsible for executing, directing, overseeing and reporting the research project specified in Exhibit 1 to this Agreement.

1.5 “Proprietary Data” means data embodying trade secrets developed at private expense or commercial or financial information that is privileged or confidential, and that includes a restrictive notice, unless the data is:

- 1.5.1 known or available from other sources without restriction;
- 1.5.2 known, possessed, or developed independently, and without reference to the Proprietary Data;
- 1.5.3 made available by the owners to others without restriction; or
- 1.5.4 required by law or court order to be disclosed.

1.6 “Quantum Computer” shall mean the D-Wave Two™ System (including Licensed Software), a field deployable experimental Quantum Computing system that includes a Vesuvius™ processor currently installed at NASA’s Ames Research Center, or a subsequent upgraded version of a D-Wave System.

1.7 “Related Entities” shall mean means a contractor, subcontractor, grantee, or other entity having a legal relationship with USRA, NASA or Google assigned, tasked, or contracted with to perform activities in connection with the NRSAA.

1.8 “Research Project” is the research project to which the Parties have mutually agreed in writing and which is attached to this Agreement as Exhibit 1.

1.9 "Awardee Intellectual Property" shall mean individually and collectively all Intellectual Property that is conceived and/or made by one or more employees of Awardee in performance of research in connection with this Agreement. It is understood and agreed by the Parties that any person who is a Awardee employee, faculty member or student shall be considered to be a Awardee employee for purposes of this Agreement.

1.10 “USRA Intellectual Property” shall mean individually and collectively all Intellectual Property conceived of and/or made solely by the employees of USRA in connection with this Agreement.

ARTICLE 2 – SCOPE OF EFFORT

2.1 USRA acknowledges that, to the extent permitted by law and the terms of this Agreement, Awardee and Awardee’s designated PI shall have the freedom to conduct and supervise a Research Project in a manner consistent with the Awardee’s research mission. This Agreement shall not be construed to limit the freedom of individuals participating in a Research Project to engage in any other research.

2.3 The PI will submit to USRA a proposed timeline for use of the Quantum Computer which will be taken into consideration by USRA. USRA will make the final decision regarding scheduling of time on the Quantum Computer.

2.4 Awardee shall prepare a Final Summary Report summarizing all activities associated with its Research Project(s) performed under this Agreement and submit the Final Summary Report to USRA for review. USRA will forward the Final Summary

Report to NASA and Google for their review and comment The Final Summary Report will be due upon the completion of this effort.

ARTICLE 3 – PLACE OF PERFORMANCE

All work performed by Awardee under this Agreement shall be at the Awardee’s facilities and/or at NASA Ames Research Center unless otherwise specified herein.

ARTICLE 4 – TERM AND TERMINATION

4.1 This Agreement shall be effective as of the date of the last Party to sign below (“Effective Date”) and shall extend for a period of two (2) year(s) or until the completion date of any Research Project, whichever is later (the “Term”), unless terminated earlier by either Party as provided for herein.

4.2 This Agreement may be terminated by a Party hereunder if the other Party fails to cure a breach of this Agreement within ten (10) days after the breaching Party’s receipt of written notice of such breach.

4.3 This Agreement may be terminated by either Party for any reason, other than those listed in Article 3.2 above, upon thirty (30) days prior written notice.

ARTICLE 5 – FINANCIAL OBLIGATIONS

There are no provisions requiring the transfer of funds or other financial obligations between USRA and Awardee under this Agreement. Each Party will fund its own participation under this Agreement.

ARTICLE 6 - RESERVED

ARTICLE 7 – QUANTUM COMPUTER ACCESS AND TIME USAGE

7.1 Computer Job Queue Slots and Remote Access

Remote access to the computer will be subject to NASA policies (e.g., all users of the quantum computer will need to take IT Security Training using the NASA SATERN Training System).

7.2 Time Usage.

The total allocated Quantum Computer time for USRA Cycle 1 research opportunity represent approximately 20% of the total available run-time during the period of Cycle 1. Successful projects will be allowed to remotely access the D-Wave quantum optimizer and run jobs up to the allocated amount of runtime, subject to availability and scheduled to be executed in specific days falling within the aforementioned period.

7.3 Request for Extension

Should the Awardee's designated PI terminate the available allocated Quantum Computer runtime while not collecting sufficient amount of data required by the Research Project, the Awardee's PI can request a motivated extension (including an estimate of the additional runtime required, and a short summary of the partial results of the investigations) by writing a letter to todbell@riacs.edu. The request will be evaluated by USRA and, in USRA's sole discretion, additional time may be allocated in the period of this Cycle. As a general rule, extensions may be conceded up to a maximum of additional 48 hours of runtime per project.

7.4 Service Disruption

While the selection of this proposed project indicates that USRA recognizes the computing time allocation required for this project and will activate procedures to accommodate the required time allocation, given the experimental nature of the Quantum Computer, USRA provides no ultimate guarantees or warranties regarding access to the Quantum Computer, as the whole system might be unavailable due to technical problems. If service disruption occurs, USRA will contact the Awardee's designated PI to communicate a new perspective runtime allocation, if possible.

7.5 Data Handling, Processing and Distribution

Intellectual Property developed through research using the Quantum Computer will be retained by those conducting the research, subject to each individual's employer's intellectual property policies. Science data generated as output of the quantum optimizer is the responsibility of the PI. An archive of jobs will be maintained on the quantum computer for sixty (60) days.

ARTICLE 8 - NASA PRIORITY OF USE

Any schedule or milestone in this Agreement, including but not limited to Awardee's allotment of time usage on the Quantum Computer, is estimated based upon the Parties' current understanding of the projected availability of NASA goods, services, facilities, or equipment, as well as the projected availability of each other Party's goods, services, facilities or equipment. In the event that a Party's projected availability changes, the remaining Parties shall be given reasonable prior notice of that change, so that the schedule and milestones may be adjusted accordingly. Awardee acknowledges that NASA's use of its own goods, services, facilities, or equipment shall have priority over the use planned in this Agreement. Should a conflict arise, Awardee acknowledges that NASA in its sole discretion shall determine whether to exercise that priority. Should NASA exercise this priority, it shall continue to provide the facilities for the Quantum Computer at Ames Research Center, unless the interests of the national space program or national security require otherwise. Should NASA exercise its priority of use of the facilities where the Quantum Computer is located, this Agreement does not obligate USRA to provide access to the Quantum Computer at other NASA locations, or to seek

alternative government property or services under the jurisdiction of NASA at other locations.

ARTICLE 9 - COMPLIANCE WITH LAWS AND REGULATIONS

9.1 The Parties hereby agree to comply with all applicable provisions of any federal, state, or local law or ordinance and all orders, rules, and regulations issued there under, that are applicable to the performance of this Agreement and any Research projects hereunder.

9.2 Awardee shall obtain, maintain and pay for all consents and licenses required in order to perform its obligations under this Agreement. Awardee shall comply with all licensing requirements of the International Traffic In Arms Regulations (ITAR) under 22 CFR §§ 120-130, or the Export Administration Regulations (EAR) under 15 CFR §§ 730-774, and shall be responsible for obtaining any export or import licenses required under U.S. laws or regulations for its rights or obligations under this Agreement.

ARTICLE 10 - AWARDEE ACCESS TO GOVERNMENT PREMISES

10.1 Access by Awardee to NASA facilities or property, or to a NASA Information Technology (IT) System or application, is contingent upon Awardee's compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT System/application access. USRA will provide Awardee with a complete list of NASA's site security and safety policies and guidelines upon the Effective Date and will use reasonable efforts to advise Awardee of any changes to same. Awardee shall be responsible for maintaining its compliance with all applicable NASA security and safety protocols during the Term of this Agreement.

10.2 While on Government premises, Awardee shall comply with the rules, regulations, and procedures governing the conduct of personnel and the operation of the Government facility. Such rules and regulations are generally set forth in Agency-wide or local installation management instructions, handbooks, or Announcements.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Title to inventions made (conceived or first actually reduced to practice) under this Agreement remain with the respective inventing Party(ies). No invention or patent rights are exchanged or granted under this Agreement, except as expressly otherwise provided herein. Neither Party to this Agreement shall have any right or title to the Intellectual Property first produced by the other Party or its employees or affiliates under this Agreement, unless expressly authorized hereunder.

11.2 All Awardee Intellectual Property first produced by Awardee or its employees shall remain the property of Awardee or of the Awardee employee that produced the Awardee Intellectual Property, unless otherwise assigned by written agreement that Awardee may have with its employee.

11.3 Awardee acknowledges and agrees that the Quantum Computer has incorporated therein significant proprietary rights of its manufacturer, D-Wave, Inc. (the “D-Wave Proprietary Information”). All D-Wave Proprietary Information and all rights therein will remain the property of D-Wave. No rights in D-Wave’s copyright, patents, trademarks, trade secrets, or other Intellectual Property are transferred or granted to Awardee in connection with this Agreement or any Research project hereunder. Except as expressly provided under this Agreement. Awardee will not, and will not permit any third party to, modify, clone, disassemble, decompile, decrypt or otherwise reverse engineer any part of the Quantum Computer. Awardee shall ensure that its employees that perform activities under this Agreement and any Research project hereunder are aware of the obligations under this Article and that all such employees are bound to such obligations.

11.4 All USRA Intellectual Property shall belong to USRA. Joint Intellectual Property shall belong jointly to Awardee and USRA. Both Awardee and Joint Intellectual Property shall be subject to the terms and conditions of this Agreement. Awardee shall not receive, in connection with this Agreement, any right, title or interest, whether express or implied, to use or disclose the inventions of USRA, the U.S. Government, Google Inc. or any of their affiliates under this Agreement.

ARTICLE 12 – PUBLICATIONS AND PUBLICITY

12.1 Subject to the provisions of this Agreement, Awardee may publish unclassified and non-confidential information resulting from work performed under this Agreement and any Research Project hereunder, provided that Awardee shall give proper credit to USRA for the cooperative nature of the research, and whenever possible, give credit to USRA in published reports regarding the research.

12.2 Awardee may, consistent with Federal law and the provisions of this Agreement, release general information regarding its own participation in this Agreement, or Research projects hereunder, as desired. Notwithstanding the foregoing, any press releases, disclosures, or announcements, or any marketing, advertising, or other promotional materials related to this Agreement or referencing or implying the trade names, trademarks, or service marks of USRA or Google Inc. without the prior written consent of the applicable entity is prohibited.

12.3 The Parties agree to coordinate proposed press releases in a manner that allows each Party no less than thirty (30) days to review and comment on proposed press releases. Awardee will not use the name of USRA, or any employee of USRA, in any publicity without the prior written approval of USRA.

12.4 Awardee shall not use "National Aeronautics and Space Administration" or "NASA" or “Google” or “USRA” in a way that creates the impression that a product or service has the authorization, support, sponsorship, or endorsement of NASA, Google or USRA, which does not, in fact, exist. Awardee must submit any proposed public use of the NASA or Google or USRA name or initials (including press releases and all promotional and advertising use) to the NASA Associate Administrator for the Office of

Communication or designee ("NASA Communications"), and to Google and USRA officials for prior review and approval.

12.5 Any use of NASA emblems (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) is governed by 14 C.F.R. Part 1221. Participants must submit any proposed use of the emblems to NASA Communications for review and approval.

ARTICLE 13 - POINTS OF CONTACT

13.1 The USRA Program Director, Dr. David Bell, or his duly authorized designee, is authorized to provide technical oversight to Awardee and its employees under this Agreement. This may not constitute the addition of work or changes in scope, modifications, or amendments which justify any change to the terms, conditions, or pricing/consideration set forth in this Agreement without the express written agreement of the Parties. Any communications regarding technical oversight under this Agreement shall be made to Dr. Bell at the following contact address:

Dr. David Bell
USRA Program Director
Ames Business Office
615 National Avenue, Suite 220
Mountain View, CA 94043
Ph.: 650-575-4362
Email: dbell@riacs.edu

13.2 In regard to administrative and contractual matters relating to this Agreement and any Research Projects hereunder, the Parties hereby appoint the below-listed persons, or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this Agreement. Unless otherwise specified herein, any changes or modifications to the terms, conditions, delivery dates, or consideration under this Agreement shall not be binding on either Party unless the appropriate document has been signed by the following duly authorized officials or their duly authorized designees:

USRA Contract Representative:

Mr. Dean Ball,
USRA Sr. Contracts Manager
NASA Ames Research Center
Building N232, M/S 232-12 PO Box 1
Moffett Field, Mountain View, California 94035-001
Ph.:650-604-3650
Email: dball@sofia.usra.edu

Awardee Contract Representative:

[INSERT AWARDEE POC]

ARTICLE 14 - DISCLAIMER OF WARRANTIES

14.1 USRA MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF A RESEARCH PROJECT, OR THE CONDITION OF ANY INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT. USRA FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE QUANTUM COMPUTER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY WARRANTY OR GUARANTY OF ABSENCE OF HIDDEN DEFECTS, ANY WARRANTY OF NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, ANY WARRANTY THAT MAY ARISE BY REASON OF CUSTOM, USAGE OF TRADE OR COURSE OF DEALING, AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF USRA FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, MAINTENANCE OR PERFORMANCE OF THE QUANTUM COMPUTER. USRA SPECIFICALLY DOES NOT WARRANT THAT THE SYSTEM WILL OPERATE UNINTERRUPTED, BE ERROR FREE, CONFORM TO ANY RELIABILITY OR PERFORMANCE STANDARDS, MEET AWARDEE'S NEEDS OR REQUIREMENTS OR THAT USRA WILL CORRECT ALL DEFECTS. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, USRA SHALL HAVE NO LIABILITY TO AWARDEE FOR ANY LIABILITY OR DAMAGE SUSTAINED BY AWARDEE AS A RESULT OF ANY CLAIM OR ACTION BROUGHT OR ASSERTED AGAINST AWARDEE BY ANY THIRD PARTY.

14.2 AWARDEE AGREES TO WAIVE ALL CLAIMS AGAINST NASA OR GOOGLE INC., AND THEIR RELATED ENTITIES AND EMPLOYEES, AS WELL AS USRA'S RELATED ENTITIES AND EMPLOYEES FOR INJURY, DEATH, DAMAGE, OR LOSS ARISING FROM OR RELATED TO ACTIVITIES CONDUCTED UNDER THE NRSAA AND/OR THIS AGREEMENT. USRA SHALL NOT BE CONSIDERED A RELATED ENTITY FOR PURPOSES OF THIS ARTICLE 14.2. ADDITIONALLY, AWARDEE SHALL REQUIRE THAT ITS RELATED ENTITIES, IF ANY, WAIVE ALL CLAIMS AGAINST NASA, GOOGLE AND THEIR RELATED ENTITIES AND EMPLOYEES, AS WELL AS USRA'S RELATED ENTITIES AND EMPLOYEES OR ANY OF THEIR RESPECTIVE RELATED ENTITIES FOR INJURY, DEATH, DAMAGE, OR LOSS ARISING FROM OR RELATED TO ACTIVITIES CONDUCTED UNDER

THE NRSAA AND/OR THIS AGREEMENT, REGARDLESS OF THE LEGAL BASIS FOR ANY SUCH CLAIMS. AWARDEE'S CROSS-WAIVER SHALL APPLY ONLY IF THE PERSON, ENTITY OR PROPERTY CAUSING THE INJURY, DEATH, DAMAGE OR LOSS IS INVOLVED IN THE ACTIVITIES PERFORMED UNDER THE NRSAA AND/OR THIS AGREEMENT AND THE PERSON, ENTITY OR PROPERTY DAMAGED IS DAMAGED BY VIRTUE OF ITS INVOLVEMENT IN THE ACTIVITIES PERFORMED UNDER THE NRSAA AND/OR THIS AGREEMENT.

ARTICLE 15 - LIMITATION OF LIABILITY; INDEMNIFICATION

15.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT, WITH THE EXCEPTION OF AWARDEE'S INDEMNIFICATION OBLIGATIONS OR BREACH OF AWARDEE'S CONFIDENTIALITY OBLIGATIONS HEREUNDER. USRA'S LIABILITY TO AWARDEE FOR ALL CLAIMS ARISING FROM OR RELATED TO USRA'S PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THOSE CLAIMS ARISING SOLELY FROM USRA'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15.2 Awardee agrees to defend, indemnify and hold harmless USRA, including its employees, officers, directors, affiliates and agents from and against any and all liability, claims, lawsuits, losses, damages, costs or expenses (including documented attorney's fees), which USRA may hereafter incur, suffer or be required to pay as a result of (1) any third-party allegations of infringement by Awardee related to its use of the Quantum Computer or activities related to this Agreement and any Research Project hereunder; (2) property damage or personal injury, including death, of whatsoever nature or kind arising out of, as a result of, Awardee's use of the Quantum Computer or performance of a Research Project (3) any negligent or intentional act or omission of Awardee or its employees, affiliates, contractors, licensees or agents or (4) any breach of this Agreement.

15.3 USRA shall notify Awardee upon learning of the initiation or threatened initiation of any such liability, claims, lawsuits, losses, damages, costs and expenses and USRA shall reasonably cooperate with Awardee in the defense or settlement thereof at Awardee's request and expense. USRA will have the right to approve any counsel retained to defend against any claim in which USRA is named a defendant, and will not unreasonably withhold such approval. USRA will have the right to control and participate in the defense of any such claim concerning matters that relate to USRA, and neither Party will settle any such claim without the other Party's reasonable consent. If a conflict exists between the interests of the Parties in such a claim, each Party may retain its own counsel at its own expense.

ARTICLE 16 - INSURANCE

16.1 Awardee shall obtain and maintain adequate insurance coverage as follows for the performance of this Agreement and any Research Projects hereunder:

- (1) Worker's compensation and employer's liability.
- (2) Bodily injury liability insurance on the comprehensive form of policy.

Within ten (10) days following the date of this Agreement, and at least annually thereafter, Awardee shall provide USRA with certificates of insurance and other reasonably requested evidence that Awardee is in compliance with the foregoing requirements.

16.2 Policies evidencing such insurance as is required herein shall contain an endorsement to the effect that any material change in the coverage adversely affecting USRA's interest shall not be effective unless the insurer of Awardee gives written notice of cancellation or change to USRA's Senior Contracts Manager, Mr. Dean Ball. When the coverage is provided by self-cancellation, Awardee shall not change or decrease the coverage without USRA's written approval.

16.3 No Awardee employee, agent or affiliate shall enter any Government installation for performance of work under this Grant or related Subcontract until all of the insurance requirements in this Article have been met.

16.4 Insurance carriers must be rated A- or better by A.M. Best Company. The liability policies listed above, except for employer's liability, will name USRA as an additional insured. Awardee's coverage will be considered primary without right of contribution to USRA's insurance policies. The policies listed above will contain a severability of interests and waiver of subrogation clause in favor of USRA. Policies must provide thirty (30) days written notice prior to cancellation.

16.5 In no event will any insurance policy coverage limits affect or limit in any manner Awardee's contractual liability for indemnification. All of Awardee's activities under this Agreement and any Research Project hereunder will be at Awardee's own risk, and Awardee's employees and agents will not be entitled to any benefits under any policies of insurance maintained by USRA.

ARTICLE 17 – CONFIDENTIAL INFORMATION

17.1 Certain data exchanged by the Parties may be deemed by a Party to be proprietary and/or confidential ("Proprietary Data"). Such Proprietary Data must be clearly marked with a restrictive notice. Notwithstanding such a notice, as long as such notice provides an indication that a restriction on use or disclosure was intended, the Party receiving such data will treat the data pursuant to the requirements of this Article unless otherwise directed in writing by the Party providing the data.

17.2 If Proprietary Data is given to Awardee and the Proprietary Data includes a restrictive notice, Awardee will use reasonable efforts to protect it. The Proprietary Data

will be disclosed and used (under suitable protective conditions) only for the purposes of this Agreement and any Research Project hereunder and for no other purpose.

17.3 Notwithstanding any restriction on use, disclosure or reproduction of data provided in this Article, the Parties will not be restricted in the use, disclosure or reproduction of Data provided under this Agreement that: (a) is publicly available at the time of disclosure or thereafter becomes publicly available without breach of this Agreement; (b) is known to, in the possession of, or developed by the receiving Party independent of carrying out the receiving Party's responsibilities under this Agreement and independent of any disclosure of, or without reference to, the disclosing Party's Proprietary Data or otherwise protectable data hereunder; (c) is received from a third party having the right to disclose such information without restriction; or (d) is required to be produced by the receiving party pursuant to a court order or other legal requirement.

17.4 In the performance of this Agreement, Awardee and/or its employees may have access to, or be furnished with: (a) the Proprietary Data of third parties that the U.S. Government has agreed to handle under protective arrangements, (b) U.S. Government data, the use and dissemination of which the U.S. Government intends to control, or (c) the Proprietary Data of USRA and/or its Related Entities, including but not limited to D-Wave, Inc.; or (d) the Proprietary Data of Google and/or its Related Entities. Awardee agrees that all of the foregoing categories of data, to the extent any of the foregoing are provided to Awardee, shall be provided with the express understanding that Awardee will use and protect such Proprietary Data in strict accordance with this Article and only to provide the goods and services under this Agreement.

17.5 Each Party acknowledges that any material violation by a Party of this Article 17 may result in immediate and irreparable injury to the other Party, and hereby agrees that the other Party may be entitled to seek immediate temporary, preliminary, and permanent injunctive relief against any continued violations upon adequate proof, as required by applicable law.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 In the event a dispute, controversy or claim arises under this Agreement (each a "Dispute"), the party that wishes to initiate a resolution for the Dispute must give written notice to the other Party requiring that such Dispute be resolved. Such notice must outline the nature of the Dispute and the resolution proposed by the claimant. The parties shall attempt to amicably resolve such Dispute by discussions in person or by telephone by an authorized representative of Awardee and USRA within seven (7) business days of receipt of a notice from a Party to the Contract Representative of the other Party specifying the nature of the Dispute. In the event that Awardee and USRA Contract Representatives are unable to resolve, or do not anticipate resolving, the Dispute within 30 days, a Party may pursue its rights and remedies as set out in the remainder of this Agreement, including this Article 18.

18.2 Failing the settlement of a Dispute pursuant to Article 18.1 of this Agreement, either Party may refer the Dispute to be finally resolved by confidential arbitration under

the then current Rules of Arbitration of JAMS, and the parties hereby consent to the exclusive jurisdiction of same. Unless the Parties otherwise agree, the place of arbitration will be Columbia, Maryland and will be conducted in the English language.

18.3 Each Party will accept as final and binding and proceed in good faith diligently to implement the award or decision of the arbitrator and except as required by law the Parties, their representatives, other participants and the arbitrator shall hold the existence, content (including but not limited to any admission, document, brief, testimony, transcript or decision) and result of the arbitration in confidence.

18.4 The Parties agree that except where injunctive or equitable relief is provided for pursuant to this Agreement (in which case, and only in which case the parties hereby submit to the exclusive jurisdiction and venue of the federal courts in the State of Maryland and the Parties consent to the personal and exclusive jurisdiction of the federal courts in the State of Maryland), the procedures set forth in this Article shall be the exclusive mechanism for resolving any bona fide Disputes that arise from time to time pursuant to this Agreement relating to any party's rights and/or obligations hereunder that cannot be resolved through good faith negotiation between the Parties.

18.5 Unless otherwise provided by law without the possibility of contractual waiver or limitation, any legal or other action related to this Agreement must be commenced no later than 2 years from the date on which the cause of action arose.

ARTICLE 19 - MISCELLANEOUS PROVISIONS

19.1 The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Maryland, choice of law provisions notwithstanding and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any action brought to enforce this Agreement shall be brought in a court of competent jurisdiction within the State of Maryland.

19.2 In the event of any conflict in terms between documents relating to this Agreement, exhibits attached hereto, or grants hereunder, the terms of this Agreement will govern, except to the extent that such other document expressly contemplates superseding the terms of this Agreement and such other document is executed by authorized representatives of both parties.

19.3 Awardee may not assign this Agreement without the prior written consent of USRA.

19.4 Any notices required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail, facsimile transmission, or email addressed to the Party's representatives identified in Article 13 herein.

19.5 The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either USRA or Awardee partners, joint venturers, agents, principals, representatives or employees of the other.

19.6 This Agreement is not exclusive; accordingly, USRA may enter into similar agreements for the same or similar purpose with other private or public entities.

19.7 If any provision of this Agreement is held by a court to be unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect. No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be signed by the Party waiving its rights.

19.8 Each of the Parties acknowledges and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, each of the Parties shall execute and deliver any further legal instruments and perform any actions which are or may become necessary to effectuate the purposes of this Agreement.

19.9 During the Term and for twelve (12) months after the expiration or termination thereof, neither Party may solicit or hire directly or indirectly, on its own behalf or on behalf of others, any employees or contractors of the other Party without such other Party's prior written consent; provided, however, that neither Party shall be prohibited from hiring employees who make application for employment in response to any general public advertisement.

19.10 The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

19.11 USRA, through its authorized representative, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by Awardee and its employees under this Agreement and any Research projects hereunder. It is understood and agreed that except as necessary to ensure Awardee's compliance with applicable laws and regulations and the provisions of this Agreement, USRA's representative has no authority to supervise, direct or control, and that in all respects the carrying out of the work shall be under Awardee's supervision and control and in accordance with Awardee's established policies governing the conduct of research.

19.12 Each party will be excused from performance of this Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse of delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

19.13 All terms of this Agreement which are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

19.14 If the terms of this Agreement conflict with the terms of any Exhibit attached hereto, the following order of precedence shall be followed: (1) this Agreement, (2) Exhibit 1.

19.15 This Agreement represents the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings or agreements between the Parties relative to such subject matter. No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless in writing and signed by an authorized representative of each of the Parties.

19.16 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day, month, and year set forth below.

Awardee

USRA

By: _____
Signature

By: _____
Signature

Date

Date

Typed Name

Typed Name

Title

Title

Exhibit 1

Reserved - Scope of Research Project

Description of Research Project Including Deliverables and any Reporting Requirements.

