

UNIVERSITY OF MINNESOTA

PLANT PROTEIN INNOVATION CENTER

RESEARCH CONSORTIUM COLLABORATION AGREEMENT

This Research Consortium Collaboration Agreement (the “AGREEMENT”) is effective as of _____ (the “Effective Date”), and is entered into by the Regents of the University of Minnesota (the “UNIVERSITY”), a public educational institution and a Minnesota constitutional corporation, and _____ (the “RESEARCH COLLABORATOR”), a _____.

UNIVERSITY and _____ may be referred to collectively as the “PARTIES” and each separately as a “PARTY”.

PURPOSE

In collaboration with and primarily funded by participating research collaborators, the UNIVERSITY operates the Plant Protein Innovation Center (the “CONSORTIUM”) whose mission is to address plant protein challenges and opportunities to develop interdisciplinary research that will bring the supply chain new nutritious and functional plant protein ingredients and products, working all the way from breeding and genetics to processing, formulation and marketing. Through the CONSORTIUM, the UNIVERSITY will implement a proactive program to collectively shape the development and deployment of promising technology jointly prioritized by CONSORTIUM collaborators and to facilitate interaction among CONSORTIUM collaborators and UNIVERSITY faculty. This AGREEMENT, in conjunction with the [Include reference and link to operating procedures or bylaws], sets forth the rights attendant to the research collaboration in the CONSORTIUM. This AGREEMENT does not govern proprietary directed research that may be desired by the RESEARCH COLLABORATOR. The UNIVERSITY and the RESEARCH COLLABORATOR may enter into a separate sponsored project agreement to govern such arrangements.

A. DESCRIPTION OF PARTICIPATION

1. Research Collaborator Privileges.

- **Associate:** this will entail a yearly membership fee of \$6,000 for companies that have less than \$5 million annual revenue, and for organizations wishing to join the center. As an Associate of the CONSORTIUM benefits will include contribution to research ideas, access to non-proprietary research findings, involvement in research projects, access to workshops and training courses at reduced cost, and interaction with scientists from various disciplines.
- **Partner:** this will entail a yearly contribution of \$20,000 for companies that have \$5-100 million annual revenue; and \$40,000 for companies with more than \$100 million in annual revenue. As Partner of the CONSORTIUM benefits will include having an R&D scientist on the technical committee, contribution to research ideas, access to non-proprietary research findings, involvement in research projects, access to workshops and training courses at reduced cost, and interaction with scientists from various disciplines.

2. Funding Requirements

- a. RESEARCH COLLABORATOR agrees to provide funding to the UNIVERSITY annually for each year of participation in the CONSORTIUM. The CONSORTIUM rate for the above listed privileges is \$_____ per year.

- b. RESEARCH COLLABORATOR will make payments following receipt of an invoice from the UNIVERSITY. The initial invoice will be sent within thirty (30) days following execution of this AGREEMENT. Thereafter, the UNIVERSITY will invoice the RESEARCH COLLABORATOR at least thirty (30) days in advance of the next year start date. Checks shall be made payable to Regents of the University of Minnesota, reference the Plant Protein Innovation Center and sent to:

Regents of the University of Minnesota
NW 5957
PO Box 1450
Minneapolis, MN 55485-5957

At the request of the RESEARCH COLLABORATOR, the UNIVERSITY agrees to provide the RESEARCH COLLABORATOR with annual financial reports of actual costs incurred for and on behalf of the CONSORTIUM hereunder. Such report shall be a combined report to all research collaborators not breaking out the expenditure of each research collaborator's support.

- c. Title to all equipment purchased or contributed under this AGREEMENT shall vest in the UNIVERSITY.

B. INTELLECTUAL PROPERTY

1. Ownership of Intellectual Property.

The UNIVERSITY shall own all rights, titles and interests in any invention, work or other form of intellectual property created, authored or conceived of solely by employees and/or students of the UNIVERSITY in the performance of work under the CONSORTIUM (each, a "UNIVERSITY INVENTION"). The UNIVERSITY and the RESEARCH COLLABORATOR shall jointly own all rights, titles and interests in any invention, work or other form of intellectual property created, authored or conceived of jointly by employees of the RESEARCH COLLABORATOR and employees and/or students of the UNIVERSITY in the performance of work under the CONSORTIUM (each, a "JOINT INVENTION"). The parties agree that inventorship shall be determined pursuant to United States patent law and authorship under United States copyright law.

2. University Inventions.

For each UNIVERSITY INVENTION created during the term of this AGREEMENT, the UNIVERSITY hereby grants the RESEARCH COLLABORATOR an option on the terms set forth in this section to enter into a royalty-bearing, non-exclusive license. The option exercise period shall commence on the date on which the UNIVERSITY delivers to the RESEARCH COLLABORATOR written notice of the creation of the UNIVERSITY INVENTION and shall end ninety (90) days thereafter. The RESEARCH COLLABORATOR may exercise this option by delivering to the UNIVERSITY a written notice of exercise during the option exercise period. Upon such exercise, the RESEARCH COLLABORATOR and the UNIVERSITY shall promptly enter into good faith negotiations with a view towards entering into a royalty-bearing, non-exclusive license on a commercially reasonable basis in RESEARCH COLLABORATOR's field of use. (RESEARCH COLLABORATOR acknowledges that this option to a royalty-bearing, non-exclusive license is granted to all Associate and Partner research collaborators in the CONSORTIUM. If no other research collaborator of the CONSORTIUM exercises a similar option to the UNIVERSITY INVENTION, the UNIVERSITY may offer to grant the RESEARCH

COLLABORATOR a royalty-bearing, exclusive license.) This section shall apply only to UNIVERSITY INVENTIONS (i) that were funded, in whole or part, by CONSORTIUM funds, and (ii) are free of any rights granted by the UNIVERSITY to the United States of America or any other research sponsor.

3. Joint Inventions.

A party shall promptly notify the other party of the conception and reduction to practice of any patentable JOINT INVENTION. The parties shall cooperate in seeking patent protection for any JOINT INVENTION. Unless the parties otherwise agree, the parties shall jointly decide whether to seek patent protection and in which countries. Upon the conception of a JOINT INVENTION, the parties shall enter into good faith negotiations with a view towards reaching agreement on the respective responsibilities for filing, prosecuting, and maintaining any such patents. For each JOINT INVENTION created during the term of this AGREEMENT, the UNIVERSITY shall grant the Associate and Partner research collaborators in the Consortium an option to enter into a royalty-bearing, non-exclusive license to UNIVERSITY's interest in the JOINT INVENTION. The option exercise period shall commence on the date on which the UNIVERSITY delivers written notice of the creation of the JOINT INVENTION to the Associate and Partner research collaborators and shall end ninety (90) days thereafter.

4. Publication.

- a. It is the policy of the UNIVERSITY to promote and safeguard free and open inquiry by faculty, students, and others and to protect its intellectual property. To further these policy goals, either party has the unconditional right to publish the results of the research done pursuant to this AGREEMENT subject to the terms of this section.
- b. Each party shall take steps to ensure that publications give proper credit to the other party for the cooperative character of the investigation. No commercial brands or trade names shall appear in the publication of the results except as such brand or trade name is essential in the description of the research, nor shall the name of the UNIVERSITY be used by RESEARCH COLLABORATOR in any way for advertising purposes.

C. TERM AND TERMINATION

1. Term and Renewal.

The term of the RESEARCH COLLABORATOR's participation under this AGREEMENT shall commence on the Effective Date and, unless terminated earlier under this AGREEMENT, shall expire on the third anniversary of the Effective Date. The term of this AGREEMENT and the RESEARCH COLLABORATOR's participation in the CONSORTIUM may be extended for additional periods through duly executed amendments. In connection with any renewal of this AGREEMENT, the UNIVERSITY may phase out use of this AGREEMENT and the UNIVERSITY may decline to agree to renewals under the terms of this AGREEMENT and may accept renewals only under the terms of a revised agreement.

2. Termination by the UNIVERSITY.

In the event the RESEARCH COLLABORATOR commits any material breach of or defaults in any of the terms or conditions of this AGREEMENT, the UNIVERSITY may deliver to the RESEARCH COLLABORATOR a written notice of default or breach. The University may terminate this AGREEMENT and the RESEARCH COLLABORATOR's participation in the CONSORTIUM if the RESEARCH COLLABORATOR fails to cure such breach and perform its

obligations within thirty (30) days of the RESEARCH COLLABORATOR's receipt of the notice of default.

Upon six (6) months' prior written notice to the RESEARCH COLLABORATOR, the UNIVERSITY may terminate this AGREEMENT but only in connection with the termination of CONSORTIUM.

3. Termination by the RESEARCH COLLABORATOR.

At any time during the term of this AGREEMENT, a RESEARCH COLLABORATOR may terminate its participation in the CONSORTIUM hereunder by delivering to the UNIVERSITY a written notice of termination at least ninety (90) days prior to the effective date of termination. RESEARCH COLLABORATOR shall not be responsible for payments due after the effective date of termination. Early termination of this AGREEMENT shall not entitle the RESEARCH COLLABORATOR to a refund of any its CONSORTIUM fee already paid to the UNIVERSITY or relieve the RESEARCH COLLABORATOR of any obligation incurred prior to the date of termination. Any license granted under this AGREEMENT prior to termination shall survive the termination.

D. ASSIGNMENT

A party may assign its rights and obligations under this AGREEMENT only with the prior written consent of the other party. A party shall not have the right or power to assign this AGREEMENT in violation of this section and any such assignment shall be void.

E. GOVERNING LAW

The internal laws of the state of Minnesota shall govern the validity, construction, and enforceability of this AGREEMENT, without giving effect to the conflict of laws principles thereof.

F. SCOPE

This AGREEMENT contains all agreements and covenants between the parties regarding the Consortium. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind either of the parties hereto, unless otherwise reduced to writing in a mutually acceptable Amendment that has been signed by a duly authorized representative of each of the parties to AGREEMENT.

G. INDEPENDENT CONTRACTOR

In entering into, and performing their duties under, this AGREEMENT, the parties are acting as independent contractors and independent employers. No provision of this AGREEMENT shall create or be construed as creating a partnership, joint venture, or agency relationship between the parties. No party shall have the authority to act for or bind the other party in any respect. The parties' respective employees shall not be entitled to any benefits applicable to employees of the other party.

H. LIABILITIES AND WARRANTIES

Each party shall be responsible for the acts and omissions of its employees and agents to the extent permitted by law. **This AGREEMENT contains no promise of indemnification, express or implied, between the parties. Neither party makes any express or implied warranties as to**

any matter, including the condition, originality or accuracy of the research or ownership, merchantability or fitness for a particular purpose of the research or any invention arising therefrom.

Even if advised of the possibility of such damages, in no event shall either party be liable for personal injury or loss, work stoppage, lost data, or any other reliance or expectancy damages, direct or indirect, or for special or consequential damages of any kind.

I. NOTICES

All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided that such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified, or registered, postage pre-paid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section.

If to RESEARCH COLLABORATOR:

If to UNIVERSITY:

Name of Research Collaborator

(Insert Name)
Sponsored Projects Administration
University of Minnesota
450 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2070
Telephone: (612)
Fax : (612)
E-Mail: @umn.edu

Name of Contact Person

Title and Address of Contact Person

Telephone Number of Contact Person

Fax Number of Contact Person

E-mail Address of Contact Person

IN WITNESS WHEREOF, by their duly authorized representatives, the parties hereto have duly executed and delivered this AGREEMENT as of the Effective Date.

Regents of the University of Minnesota

Name of Research Collaborator

Name of Authorized Signer

Title

Name of Authorized Signer

Title

Signature

Signature

Date of Signature

Date of Signature