

**UNIVERSITY OF MARYLAND  
ARTIAMAS-MIPS AGREEMENT**

This Agreement is hereby entered into by and between the University of Maryland, College Park, ("UMD") a public agency and instrumentality of the State of Maryland, located at College Park, Maryland 20742, on behalf of its Maryland Industrial Partnerships program ("MIPS"), and **XXXXXX** (hereinafter referred to as "Company"), each a "Party" and collectively "the Parties."

**WHEREAS**, UMD in furtherance of its education and research mission is the recipient of funds from the Army Research Lab ("ARL"); and UMD wishes to engage Company to provide work associated with the ArtIAMAS project titled **XXXXXX** (the "Project"); and

**WHEREAS**, Company is prepared and willing to provide the aforementioned work,

**NOW THEREFORE**, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, UMD and Company agree as follows:

**1. STATEMENT OF WORK**

The Parties agrees to perform the work as set forth in the Statement of Work, attached hereto and incorporated herein as Attachment A.

**2. PERIOD OF PERFORMANCE**

The period of performance shall be **XXXXXX** ("Effective Date") through **XXXXXX** ("Expiration Date") unless earlier terminated pursuant to this Agreement.

**3. FUNDING**

This is an unfunded Agreement.

**4. COMPANY IN-KIND CONTRIBUTIONS**

Company shall provide the in-kind contributions, if any, specified in Attachment A. If Company's in-kind contribution is in the form of equipment loaned by Company to UMD, Company and UMD shall execute a separate loan agreement ("Equipment Loan Agreement"), which will be attached hereto and incorporated herein as Attachment C.

**5. PERFORMANCE**

The Parties will provide best efforts in performing the work under this Agreement and services will be rendered at a level commensurate with professional standards acceptable in the discipline and within the scope of the project.

## **6. DELIVERABLES**

(a) Deliverables are described in Attachment A, Statement of work.

(b) Final Reports. The UMD Project Lead will prepare and submit a final Project report no later than the Expiration Date of the Project. The Company Project Lead will prepare and submit a final Project report no later than sixty (60) days after the Expiration Date of the Project

## **7. INTELLECTUAL PROPERTY**

(a) Project Results means all data, inventions, discoveries, copyrightable works, software, tangible materials and information that are conceived of, first reduced to practice, collected or created in the performance of this Agreement.

(b) All Project Results and all rights, title, and interest in those results, including any patents or copyrights, are subject to ARL's Government Purpose Rights in accordance with Attachment B.

(c) Subject to ARL's Government Purpose Rights, the following shall apply: Company will own all rights, title to and interests in any and all Project Results that are created, conceived of, reduced to practice or authored solely by Company employees ("Company Project Results"). UMD will own all rights, title to and interests in any and all Project Results that are created, conceived of, reduced to practice or authored solely by UMD employees ("UMD Project Results"). Company and UMD will jointly own all rights, title to and interests in any and all Project Results that are created, conceived of, reduced to practice or authored jointly by Company and UMD employees ("Joint Project Results"). In all cases, inventorship shall be determined in accordance with U.S. patent laws. Except as stated in Article 7(g), no right or license is granted under this Agreement either expressly or by implication.

(d) Disclosure and Patenting. Company will disclose its Project Results to UMD as soon as possible after receiving a written disclosure or similar notice of Project Results from its inventors. Company shall cooperate with UMD and assist UMD in obtaining patent protection for UMD Project Results and Joint Project Results, including executing all papers required for such purpose. Should Company fail to cooperate and assist UMD with obtaining such patent protection or fail to sign all such required papers, Company irrevocably appoints any duly authorized official of UMD as Company's attorney-in-fact to sign any and all such papers. Company shall notify UMD within thirty (30) days of receipt of the disclosure from UMD whether:

a. Company desires UMD to file patent applications on the disclosed UMD Project Results or Joint Project Results, in which case Company shall reimburse the UMD for all reasonable patent related costs UMD incurs,

including patentability opinions and costs of applying and filing for or defending the application and/or maintaining any resulting patents (“Patent Costs”); or

- b. Company desires to use its own patent counsel to file patent applications on the disclosed UMD Project Results or Joint Project Results, in which case Company shall be directly responsible for (a) Patent Costs and preparing and submitting all patent-related documents, which documents Company shall submit to UMD for its approval prior to their submission, (b) reasonably incorporating any of UMD’s comments, and (c) prosecuting such patent applications as broadly as practicable in the best interests of UMD; or
  - c. Company does not desire that a patent application be filed on the disclosed UMD Project Results or Joint Project Results, in which case the provisions of section 7(f) shall become effective.
  - d. Failure of Company to provide any notification under section 7(d)a, 7(d)b, or 7(d)c shall be deemed to be a decision by Company not to exercise its options under section 7(e) or 7(f) and Company’s right to use a UMD Project Results shall be limited to those granted under section 7(h).
- (e) Option for Commercialization License When Patent Protection is Being Sought. With respect to UMD intellectual property rights in any UMD Project Results or Joint Project Results for which Company has elected to seek patent protection in accordance with section 7(d), UMD grants Company an exclusive option to elect an exclusive or nonexclusive commercialization license to make, have made, use, import, offer to sell and sell any and all products, processes, apparatuses and compositions of matter, including the right to grant sublicenses. Company’s notification to UMD under section 7(d)a or section 7(d)b shall be deemed to be Company’s notice of its decision to exercise the license option under this section 7.3.
- a. Company shall have two (2) months from the date of its notice to UMD under section 7(d)b within which to seek patent protection in the UMD Project Results or Joint Project Results or such other period of time the parties may agree to in writing.
  - b. The parties shall have six (6) months from the date of Company’s notice to UMD under section 7(d)a or 7(d)b to negotiate in good faith the terms of a reasonable license agreement (the “Negotiation Period”); the Negotiation Period may be extended in UMD’s sole discretion. The terms of the license will fairly and reasonably reflect the nature of the UMD Project Results or Joint Project Results, the relative contributions of each party to the creation of Joint Project Results, the costs of subsequent research and development needed to bring the UMD Project Results or Joint Project Results to the marketplace, and will provide for reasonable compensation to the UMD.

The field of use of the license will be commensurate with the scope of the Project. Any license granted under this section shall be subject to the UMD's retention of the right to use and practice the UMD Project Results or Joint Project Results in support of its educational and research activities and, rights retained by the United States Government in accordance with Attachment B.

- c. If UMD fails to respond in writing to Company's last proposal within the agreed upon Negotiation Period, that period automatically shall be extended to expire one (1) month after the UMD does respond, during which month Company may accept in writing the final license proposal of UMD.
  - d. In the event a license is not executed and UMD does not grant an extension of the Negotiation Period, UMD will be free to license its rights in the UMD Project Results or Joint Project Results to third parties provided that UMD (a) reimburses Company for any Patent Costs that UMD receives subsequently from a third party licensee, if any, and (b) does not offer terms to a third party for a period of four (4) months after the expiration of the Negotiation Period for a license that are more favorable terms than the final proposal made by either Company or UMD without first offering Company those more favorable terms. If a license is not then executed, Company's right to use the UMD Project Results shall be limited to those granted under section 7(h).
- (f) Option for Commercialization License When Patent Protection is Not Being Sought.
- a. With respect to a UMD Project Results or Joint Project Results for which Company has provided notice to UMD of Company's election not to seek patent protection in accordance with section 7(d)c and for which UMD has decided not to pursue the filing of a patent application (hereinafter an "Unpatented Project Results"), but in which Company nonetheless desires to negotiate an exclusive or nonexclusive license, Company shall notify the UMD in writing no later than three (3) months from the date of the notice of disclosure from UMD under section 7(d) of Company's desire to negotiate a license in such Unpatented Project Results.
  - b. The Parties shall then have six (6) months from the date of such notice from Company within which to negotiate in good faith the terms of a reasonable license for the Unpatented Project Results. The terms of the license will fairly and reasonably reflect the nature of the UMD Project Results or Joint Project Results, the relative contributions of each party to the creation of a Joint Project Results; the costs of subsequent research and development needed to bring the UMD Project Results or Joint Project Results to the marketplace and will provide for reasonable compensation to the UMD. The field of use of the license will be commensurate with the scope of the

Project. Any license granted under this section shall be subject to the UMD's retention of the right to use and practice the UMD Project Results or Joint Project Results in support of its educational and research activities and rights retained by the United States Government in accordance with Attachment B.

- c. If the Parties are not able to execute a license agreement before expiration of the Negotiation Period and UMD does not grant an extension of the negotiation period, UMD shall have the right to dispose of any Unpatented Project Results that is a UMD Project Results without any further obligation to Company. Company's rights to use the UMD Project Results shall be limited to those granted under section 7(h).
- (g) Company agrees to grant and hereby grants an irrevocable, nonexclusive, non-transferable, non-assignable, royalty-free right and license in Project Results of which it is the exclusive owner to (1) UMD for its use solely in support of non-commercial research or educational purposes and to the extent required to meet UMD's obligations to the ARL; and (2) to ARL, for government purposes.
- (h) UMD grants Company a nonexclusive, royalty-free, nontransferable, nonassignable license to use UMD Project Results for internal Company research purposes.

## **8. CONFIDENTIAL INFORMATION**

- (a) "Confidential Information" is hereby defined as drawings, disclosures, designs, data, reports, calculations, models, component parts, patent applications, software, software models, trade secrets, proprietary data, product designs and developments, research reports, market studies and plans, confidential business information or the like, but shall not include information which: (1) the Receiving Party develops independently and without the benefit of Confidential Information of the Disclosing Party; (2) is in the knowledge or possession of the Receiving Party at the time of disclosure; (3) is now or hereafter becomes public knowledge; (4) is subsequently received without binder of secrecy by the Receiving Party from a third party, not owing obligations of secrecy to the other Party; (5) the Receiving Party is obligated to produce to comply with applicable laws or regulations, including the Maryland Public Information Act, or pursuant to an order of a court of competent jurisdiction or a valid administrative or congressional subpoena provided the Receiving Party notifies the Disclosing Party prior to making such a disclosure so that the Disclosing Party may take appropriate action.
- (b) Confidential information must be marked or designated in writing on its face page as proprietary or confidential. If disclosed orally, confidential information shall be reduced to writing by the Disclosing Party and forwarded to the Receiving Party's Technical Representative named in Article 4 within ten (10) business days.

- (c) Acceptance by one Party (the “Receiving Party”) of the other's (the “Disclosing Party”) confidential information (as evidenced by receipt thereof without objection within 30 days), means that Receiving Party agrees to exercise reasonable efforts:
  - (i) To maintain in confidence the Disclosing Party’s confidential information, using the same efforts the Receiving Party uses to protect its own confidential information but in any case no less than reasonable efforts;
  - (ii) Not to publish or otherwise reveal said confidential information to third parties without the permission of the other;
  - (iii) Not to discuss the confidential information with the Receiving Party’s employees, contractors, or agents unless they have a “need to know” in order to carry out the performance of this or related Agreements;
  - (iv) To use the confidential information only in fulfillment of obligations under this Agreement.
- (d) Except as otherwise provided herein, neither Party will sell, use, disclose, publish or make copies of the confidential information or disclose the confidential information to any third party without the prior written approval of the other Party.
- (e) Each Party retains the right to refuse to accept any such confidential information which it does not consider to be essential to performance of the Project or which it believes to be improperly designated. The Parties agree that no classified information will be exchanged under this agreement.

## **9. EXPORT CONTROL**

- (a) Company shall comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, including the International Traffic in Arms Regulation (ITAR), and the Export Administration Act, including the Export Administration Regulations (EAR), as well as the applicable regulations of the Office of Foreign Assets Control (OFAC) (collectively, “Export Control Regulations”).
- (b) Company understands and acknowledges that UMD has many students and faculty that are non-U.S. persons and that UMD utilizes some information systems (i.e. cloud services) that are not certified for receiving Export Controlled Information.
- (c) The Parties do not anticipate the need to disclose to each other technical data or information, whether in a tangible or intangible form, that are subject to Export Control Regulations, and the transfer of Export Controlled Information is prohibited under this Agreement unless the Receiving Party’s Export Compliance Officer has provided written permission. Should one Party believe it is necessary to disclose technical data or information that are controlled under Export Control Regulations, the Disclosing Party shall notify the Receiving Party’s Export Compliance Officer and provide specific identifying references as to the part of the EAR, ITAR, or

other regulations under which the materials are qualified as “export controlled.” No transfer of controlled materials will occur without the prior written consent of the Receiving Party’s Export Compliance Officer. Neither Party is obligated to accept Export Controlled technical data or information. The Receiving Party will incur no liability if it elects not to accept export controlled technical data or information.

## 10. PUBLICATION

- (a) Nothing in this agreement is intended to interfere with either Party’s right to publish, present or otherwise disseminate papers and information relating to the results arising from this Agreement.
- (b) Prior to submission for publication or public presentation of a manuscript or abstract describing Project Results, the Publishing Party shall send a copy of the proposed manuscript or abstract to the Non-Publishing Party’s Technical Contact. Within thirty (30) days of the Non-Publishing Party’s receipt of the manuscript or abstract, the Non-Publishing Party shall identify, in writing, for the Publishing Party specific information in the manuscript or abstract that the Non-Publishing Party identifies as patentable or Confidential Information. If the Non-Publishing Party does not respond within the thirty (30) day review period, the Publishing Party may proceed with release/publication of the proposed manuscript.
- (c) The Parties shall comply with all publication requirements listed in the terms and conditions of the ARL cooperative agreement, attached hereto and incorporated herein as Attachment B.

## 11. TERMINATION

- (a) Termination for Convenience. The performance of work under this Agreement may be terminated by UMD for convenience with thirty (30) days written notice, in whole or in part, if UMD determines that termination is in its best interest.
- (b) Termination for Default. Either Party may terminate this Agreement upon written notice to the other Party of any breach of or default in any of the terms or conditions of this Agreement by a Party (the “Defaulting Party”) and the Defaulting Party’s failure to remedy such default or breach within thirty (30) days after receipt of the written notice of breach. Termination pursuant to this Section shall be effective on the thirty-first (31<sup>st</sup>) day after receipt of notice by the Defaulting Party.
- (c) Termination by Federal Government. In the event that ARL for any reason terminates work by UMD on this subject matter, then performance by Company may be terminated by UMD by written notice to Company under the same terms of termination as are applied to UMD.

## 12. LIABILITY & DISCLAIMER OF WARRANTIES

- (a) Each Party assumes full responsibility for the acts or omissions of its respective employees, agents, and representatives acting within the scope of their employment. IN NO EVENT WILL EITHER PARTY OR THEIR OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUSINESS EXPENSE, LOSS OF PROFITS, DAMAGE OR INJURY TO PROPERTY FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING OUT OF THE EXISTENCE AND/OR USE OF THIS AGREEMENT EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) UMD's liability shall be governed exclusively in accordance with Maryland Code Annotated, State Government Article, Title 12, as amended from time to time.
- (c) The Parties shall use reasonable efforts to carry out the scope of this Agreement, but results are provided AS IS. COMPANY, THE STATE OF MARYLAND, UMD, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES JOINTLY AND SEVERALLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN FACT OR ARISING BY OPERATION OF LAW, REGARDING RESULTS THAT MAY BE CONTEMPLATED, ANTICIPATED, OR DEVELOPED BY EITHER OR BOTH PARTIES; THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL VALUE, AND/OR FREEDOM OF RESULTS FROM INFRINGEMENT OF ANY PATENT, COPYRIGHT, OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

**13. RELATED RESEARCH**

Company understands and agrees that nothing in this Agreement interferes with the right of UMD to conduct research similar or related to the subject of the Project, provided that such related research is conducted separately from and/or under the supervision and control of a researcher not involved in the Project. Company further understands and agrees that nothing in this Agreement grants Company any rights to intellectual property that shall be conceived of, reduced to practice, or used in the performance of such related research.

**14. INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall be construed to create a partnership, agency, or joint venture between or among the Parties. Neither Party has authority to make any statements, representations, or commitments of any kind on behalf of the other Party except as the Parties may agree in writing.

**15. PUBLICITY**

The Parties will not issue press releases, public service announcements, or advertisements

containing a reference to the other Party without the other Party's prior written approval.

**16. FORCE MAJEURE**

Neither Party will be liable for any cancellation, delay, or change in location, programming, or performance caused by or related to events beyond the Party's reasonable control, including but not limited to weather emergencies, national or regional health emergencies (including outbreaks, epidemics, and pandemics, regardless of whether such health emergency existed as of the Effective Date of this Agreement), or other acts of God; acts of the State in its sovereign or contractual capacity; civil unrest; labor disputes or stoppages; utility outages; threats to regional or national security; or any other occurrence that, in the opinion of the Party, is potentially dangerous to its personnel, students, visitors, or the general public ("Force Majeure Event"). The effects of such cancellations, delays, or changes may include, without limitation, (i) campus or facility closures, (ii) the cancellation or rescheduling of programs and/or events, (iii) the cancellation or termination of certain contractual engagements, and/or (iv) implementation of isolation and/or quarantine procedures or other government directives.

The Party so affected by any Force Majeure Event shall not be responsible for any direct or indirect costs or expenses incurred by the other Party resulting from any such cancellation, delay, or change in location, programming, or performance. The Party so affected by any Force Majeure Event will notify the other Party, in writing, as soon as reasonably possible and will promptly recommence performance, if possible, after the Force Majeure Event ceases to affect the Party.

**17. NO ASSIGNMENT**

This Agreement and any rights and obligations hereunder shall not be assigned without the prior written consent of the non-assigning Party, which shall not be unreasonably withheld.

**18. REGULATORY COMPLIANCE**

Company shall comply with all applicable laws, regulations and requirements of ARL, including but not limited to those listed below:

Acceptance of this Agreement constitutes certification that the:

- (a) Company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or Agency.
- (b) Company is not delinquent on any Federal debt.
- (c) Company will comply with the requirements of all applicable Federal and State of Maryland laws and regulations.

**19. NO WAIVER**

The failure of either Party to enforce any term of this Agreement shall not be deemed a waiver of any rights contained herein.

**20. DISPUTES**

The Parties agree to use their best efforts to resolve any disagreement that arises out of this Agreement and to forward disagreements to others in their organization for resolution when necessary prior to seeking remedy by law. In the event a dispute shall arise that is not resolved directly by the Parties' representatives, each Party shall bear their own costs associated with seeking third party dispute resolution whether through arbitration or a court of law.

**21. GOVERNING LAW**

This Agreement, and any disputes arising under it, shall be governed by and construed in accordance with the laws of the State of Maryland, without reference to its conflicts of laws principles. Courts located in the State of Maryland shall be the forum for any legal actions arising from or incident to this Agreement.

**22. NOTICES**

All notices or requests issued by the Parties under this Agreement shall be directed to the Administrative Contacts named below.

UMD Administrative Contact: [insert name]  
(authorized official) [insert address]  
[email address]

UMD Technical Contact: [name]  
(not authorized to make changes) [address]  
[phone]  
[email]

Company Administrative Contact: [name]  
(authorized official) [address]  
[other contact info]

Company Technical Contact: [name]  
[address]  
[other contact info]

**23. ORDER OF PRECEDENCE**

This Agreement is further governed by the agency specific terms and conditions which are attached hereto and incorporated herein as Attachment B, ARL Cooperative Agreement, including all requirements, terms, and conditions noted on page 3 of that document.

In the event of inconsistency between the conditions of this Project and those of the attachments, the inconsistency shall be resolved by giving precedence in the following order: (1) Attachment B, ARL Cooperative Agreement; (2) this Agreement; and (3) Attachment A, Statement of Work.

**24. ENTIRE AGREEMENT; MODIFICATIONS**

This Agreement, including its attachments, represents the entire understandings of UMD and Company, and can only be modified in writing and duly executed by both Parties. This Agreement may be executed in duplicate and each original shall be equally effective. The Parties accept electronic delivery of the executed Agreement.

**FOR COMPANY**

**FOR UNIVERSITY OF MARYLAND**

By: \_\_\_\_\_  
(Company's signature)

By: \_\_\_\_\_  
(UMD's signature)

Name: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**  
**Project Statement of Work**  
**ArtIAMAS-MIPS Application Form**

**Attachment B**  
**ARL ArtIAMAS - University Cooperative Agreement**

[attach copy of cooperative agreement]

**Attachment C**  
**Equipment Loan Agreement**

Between  
The University of Maryland  
and

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This Equipment Loan Agreement, effective as of the date of last signature below (Equipment Loan Effective Date), is entered into by and between the University of Maryland, a constituent institution of the University System of Maryland, itself a public corporation and instrumentality of the State of Maryland, ("University"); and [\_\_\_\_\_] [insert description], having a primary address of [\_\_\_\_\_] ("Company").

Whereas, the Company is the owner of [\_\_\_\_\_] described in detail in Attachment 1 ("Equipment"), attached hereto and incorporated as part of this Agreement; and

Whereas, the Company desires to loan \_\_\_\_\_ to University for research and Loanee desires to receive and use the Equipment in accordance with the terms and conditions set forth herein for [insert description of purpose].

Now, therefore, based on the mutual promises and considerations set forth here, the parties hereby agree as follows:

1. **Loan Period**

- 1.1. Company agrees to loan the Equipment to University for a period commencing on the Equipment Loan Effective Date and ending [\_\_\_] (Loan Period) subject to the right of Company to recall the Equipment immediately upon written request.
- 1.2. The parties may extend or shorten the Loan Period by written amendment to this agreement signed by authorized representatives of both parties.
- 1.3. Upon expiration or termination of the Loan Period, University shall immediately return the Equipment to Company

1. **Delivery and Care of Equipment**

Company shall be responsible for all costs related to the packing, shipment, insurance, delivery, and return of the Equipment at the commencement and the conclusion of the Loan Period.

2. **Responsibilities of Recipient**

2.1. Throughout the Loan Period, University shall:

- 2.1.1. Use its best efforts to maintain the Equipment in good repair and good working condition and order with exceptions for normal wear and tear;
- 2.1.2. Bear the costs associated with such maintenance;
- 2.1.3. Not pledge the Equipment as security for any debt or allow liens or encumbrances to be assessed against the Equipment;
- 2.1.4. Not transfer or loan the Equipment to any other entity;

- 2.1.5. Not ship or distribute the Equipment to another party without the prior written consent of Company;
- 2.1.6. Comply with all United States laws, ordinances, and regulations relating to the possession, use, maintenance, and export of the Equipment; and
- 2.1.7. Use the Equipment solely in support of the purpose identified above.
- 2.2. University shall not alter or modify the Equipment, in any way, without the prior written permission of Company.
- 2.3. University agrees that the only persons authorized to use the Equipment are:  
[ ]  
("Authorized Users").
- 2.4. The list of Authorized Users may be modified only with the prior written permission of Company.

### 3. **Representations, Warranties and Disclaimers of Warranties**

- 3.1. Company represents that a determination has been made and memorialized in a memorandum, attached hereto as Attachment 2, that the export of the Equipment to University [does/does not] require a license under United States export control laws.
- 3.2. COMPANY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR IN WRITING, RELATED TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM ENCUMBRANCES OF ANY KIND, INCLUDING LIENS AND SECURITY INTERESTS.
- 3.3. Throughout the Loan Period, University agrees to assume all risk of loss or damage to the Equipment and shall indemnify and hold harmless Company, its officers, agents, and employees from and against any claims, damages, liabilities, losses and costs arising out of the export, use, damage, loss, theft or destruction of the Equipment.

### 4. **General**

- 4.1. The validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of Maryland, without reference to its conflicts of law provisions, and the United States of America.
- 4.2. Company consents to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland or, if federal jurisdiction is lacking, to the Circuit Court of the State of Maryland.
- 4.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided however, that University may assign this Agreement *only* upon the prior written approval of Company.
- 4.4. This Agreement may be modified only by written amendment to this agreement signed by both parties.
- 4.5. This Agreement embodies the entire understanding between the parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.
- 4.6. This Agreement may be executed in counterparts, each of which taken together will be deemed one original.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Equipment Loan Effective Date.

Agreed to by:

UNIVERSITY OF MARYLAND: [ ]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment 1: List of Equipment