ALPHA CORE PROJECT TERMS & CONDITIONS

Project applications submitted to and projects with the CFTCC Alpha Core Lab (the “Alpha Core”) are subject to the following terms and conditions. Trustees of Boston University (“BU”) operates the Alpha Core. If you or the entity (or entities) with which you are affiliated (collectively, the “User”) do not wish to be subject to these terms and conditions (the “Agreement”), do not submit a project application to the Alpha Core or conduct a project with Alpha Core.

1. BU Obligations to Sponsors.
   a. User acknowledges that BU’s obligations to external sponsors may sometimes require that User assign or license copyright in the material User authors. User hereby assigns or grants to BU those rights in its copyrightable material which it is so required to assign or grant, and agrees to execute any other documents BU may reasonably request to effectuate or confirm those rights.
   b. User acknowledges that NIH provides or has provided funding to Alpha Core. To the extent that the project results in peer-reviewed articles subject to the National Institutes of Health Public Access Policy (the “NIH Policy”), User grants to BU the rights to use such articles as are necessary to comply with the NIH Policy and to authorize the NIH to use such articles and make them publicly available in accordance with the NIH Policy.

2. Use of Project Materials. Any project materials provided by User to the Alpha Core in connection with the project will be used only for purposes of the project in accordance with this Agreement.

3. Publication. BU retains the right at its discretion to publish freely any results of the project. Each party shall submit to the other party copies of proposed publications that describe the results of the project and shall afford the other party a period of at least thirty (30) days to review the publication in order to ascertain whether its confidential information would be disclosed by the publication and whether or not the publication discloses any Project Invention (as defined below) that needs to be protected by a patent application. Upon the other party’s written request within such period, the party submitting the publication shall remove such confidential information or delay publication for up to an additional thirty (30) days to permit the filing of one or more patent applications, as the case may be. Nothing in this Agreement, however, shall be construed in a manner that impedes either party’s right to meaningfully convey the results of the project to the scientific community.

4. Inventions.
   a. A “Project Invention” shall mean any invention, discovery, work of authorship, software, information or data, patentable or unpatentable, that is conceived, discovered, or first reduced to practice in the performance of the project.
   b. “Patent” shall mean any United States or foreign patent and patent application, including any continuation, reissue, or renewal thereof, or substitute therefor, and the patents that may be issued thereon, relating to any patentable Project Invention.
   c. Any Project Invention made solely by the User and/or User employees, agents, or students without any use of BU facilities, equipment, materials, or other resources will be owned by User. Any Project Invention made solely by BU employees, agents, or students without any use of User facilities, equipment, materials, or other resources
will be owned by BU. Any Project Invention made by at least one employee, agent, or student of each of BU and User, and any Project Invention made by at least one employee, agent, or student of one party with the use of facilities, equipment, or other resources of the other party ("Joint Inventions"), will be owned by BU and User jointly, without any obligation to account to one another except as otherwise mutually agreed in a joint invention agreement or other writing. Inventorship shall be determined according to the principles of U.S. patent law. Neither party shall make any claim to the other party’s solely owned Project Inventions.

d. The parties agree to determine ownership of any Project Invention in good faith based on the terms and conditions of this Agreement. Upon request by either party, the parties shall negotiate in good faith a joint invention agreement, including responsibility for Patent prosecution and the management and licensing of any Joint Invention and the distribution of any net revenues arising from exploitation of such Joint Invention (taking into account each parties’ relative contribution to making such Joint Invention).

e. Except to the limited extent required to perform a party’s obligations under this Agreement, neither party receives any right, title, or interest in or to any project materials provided to it by the other party or any technology, works or inventions of the other party that are not Project Inventions, or any patent, copyright, trade secret or other proprietary rights in any of the foregoing.

f. To the extent that any Project Invention has been partially funded by the U.S. federal government, the assignment of title or the granting of any license is subject to the rights of the U.S. federal government and U.S. federal law. Any right granted in this Agreement greater than that permitted under U.S. federal law will be modified as may be required to conform to U.S. federal law.

5. Indemnity and Warranty.

   a. User hereby releases, holds harmless, and agrees to indemnify BU and its officers, trustees, faculty, staff, employees, agents, students, trainees, and volunteers from and against any present or future claim, action, judgment, liability, damages, loss, cost, or expense for personal injury or property damage arising out of or related to the User’s use of or access to the premises, facilities, laboratories, equipment, materials, or other resources of BU resulting from any cause whatsoever, including but not limited to the negligence of BU or its officers, trustees, faculty, staff, employees, agents, students, trainees, or volunteers. User agrees that use of the Alpha Core is at-will and may be discontinued by BU at any time.

   b. BU MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING WITHOUT LIMITATION, THE RESULTS OF THE PROJECT, WHETHER ANY RESULTS WILL BE OBTAINED, ANY PROJECT MATERIALS OR OTHER PROJECT RESOURCES, OR ANY PROJECT INVENTION, OR THE OWNERSHIP, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE FOREGOING.

6. Export Control. User shall not disclose to BU any information that is subject to export controls under any applicable laws without first notifying BU’s designated representative in writing that the information is subject to export controls and identifying all controls that apply. BU’s designated representative is the University Export Control Director; the designated representative should be contacted at least 72 hours prior to the intended transfer. BU shall have the right to decline to receive any information that is subject to export controls and to decline to perform any task that would require the receipt of any information that is subject to export controls. User represents at all times that neither User nor any member of User’s project team is identified on any of the following lists: http://export.gov/ecr/ecr_main_023148.asp.