

Facilities Use Agreement Between

(Name of Company)

and

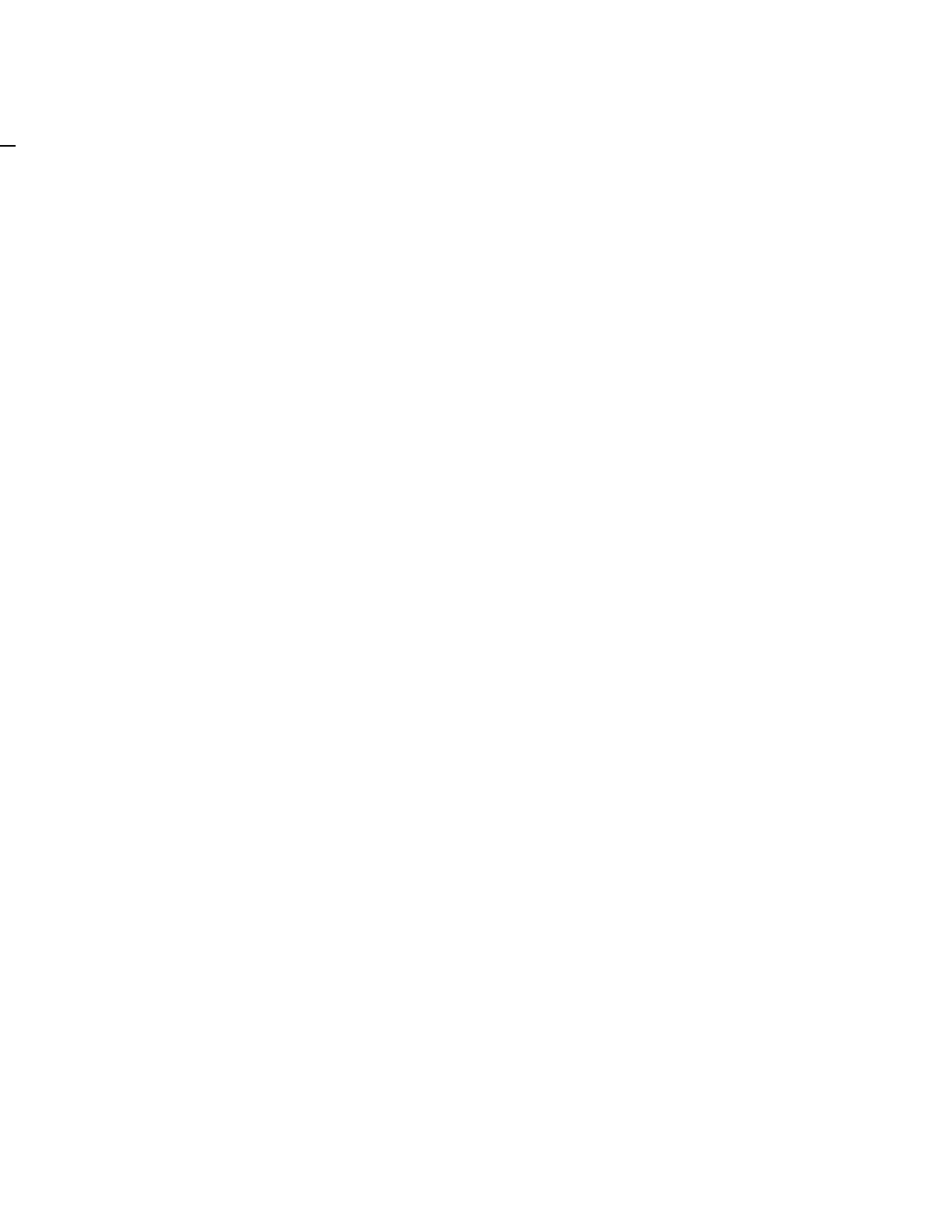
University of South Alabama

for access to

(Name of school/department)

THIS FACILITIES USE AGREEMENT ("Agreement") made and entered into as of _____, 20____, by and between the University of South Alabama, hereinafter referred to as the "UNIVERSITY," for use of _____, and _____, a company organized under the laws of the State of _____, hereinafter referred to as "COMPANY."

WITNESSETH:



(c) The receiving party shall not use such confidential information except as explicitly authorized in writing by the other party and will keep such information confidential until (i) the confidential information enters the public domain through no fault of the receiving party, or (ii) the information must be disclosed by law despite the reasonable efforts of the recipient to prevent such disclosure.

7. Intellectual Property.

(a) Subject to Section 7(b) below, this Agreement does not grant a party to this Agreement any right to intellectual property created solely by the other party in the course of use of the Facility. Rights to intellectual property arising from work funded by third-party sponsors will be governed by the terms of such funding. If an invention arises that is not governed by third-party funding, inventorship shall be determined in accordance with patent law (if patentable) or by mutual agreement between the parties (if not patentable), taking into account the role and contributions of individuals involved in such discovery. In the case of a joint invention, the parties agree to negotiate a joint invention agreement that shall provide for the sharing of patent costs, income, and invention management responsibilities.

(b) University Freedom to Operate: In the interest of ensuring that the privileged presence of COMPANY in the Facility and Facility Building does not create the possibility that COMPANY will generate intellectual property that incorporates UNIVERSITY Confidential Information or block ongoing research and commercialization efforts of researchers in the Facility or Facility Building, COMPANY agrees that it will disclose a summary, on a confidential basis, to the UNIVERSITY's Office of Commercialization and Industry Collaboration of any patent filing that claims a priority date that falls within the period of COMPANY's occupancy of Facility and for a period of twelve (12) months thereafter. The Parties will work together to determine if the patent application is based on or incorporates UNIVERSITY Confidential Information disclosed to COMPANY while in the Facility or Facility Building (including information inadvertently disclosed by non-Company Personnel) and falls outside of the PuTc -0.059 Tw0.005 Tc 0gcll huu4 (o)h i (o)2 (u)th3 (nt)]TJ4 (o)a (o)2 (ue005 Tc 0..001 Tw 0.2

pertaining to either party's performance under this Agreement. Neither party may use the name of the other party for advertising or other promotional purposes without prior written permission. A party may make such public disclosure that it believes in good faith to be required by law in which case such party will give the other party reasonable opportunity to review the proposed disclosure and will use best efforts to accommodate such reviewing party's comments.

11. Termination. This Agreement shall terminate upon the first of the following to occur (i) the expiration of the Use Period, (ii) upon ninety (90) days' written notice of termination by either party to the other at any time during the Use Period, or (iii) as a result of COMPANY's breach of any term of this Agreement provided it has received written notice of such breach and given twenty (20) business days to cure such breach.

12. Governing Law. The laws of Alabama shall govern the validity and interpretation of the provisions, terms, and conditions of the Agreement.

13. Waiver. Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

14. Force Majeure. In the event that COMPANY or UNIVERSITY shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability -

OTHERWISE IN CONNECTION WITH COMPANY'S USE OF THE FACILITY, EQUIPMENT, OR DESIGNATED SPACE, EVEN IF UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. Relationship of the Parties. It is understood by UNIVERSITY and COMPANY that this Agreement constitutes a Facilities Use Agreement and that the relationship of the parties hereto in respect of the Facility and the Equipment is that of licensor and licensee and not that of landlord and tenant.

19. Survival. Those terms that by their nature necessarily survive termination of this Agreement shall survive, including, but not limited to, those provisions dealing with confidentiality, intellectual property, insurance, and indemnification.

20. Notices. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To UNIVERSITY:

USA Properties
ATTN: Executive Director
775 N. University Blvd., Suite 150
Mobile, Alabama 36608

To COMPANY:

With a copy to:

Office of ~~VCE~~Counsel
University of South Alabama

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement in their official capacities on the day and the year last listed below.

UNIVERSITY OF SOUTH ALABAMA

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Purpose and Activity of Facility

Purpose and Scope of Activity: *Please insert a description of the activity in enough detail so as to provide meaningful information to the Office of Safety and Environmental Compliance and/or Research Compliance and Assurance for purposes of safety and environmental matters.*

List below any hazardous chemical, biological, or isotopic materials to be used or produced in the Facility in conjunction with the COMPANY activities described above.

Chemical	Typical Amount within the Facility

Biological Hazard	Typical Amount within the Facility

Isotopes	Typical Amount within the Facility

Exhibit B

Exhibit D

IT Service & Support

UNIVERSITY hereby grants COMPANY, performing work considered part of the UNIVERSITY's mission, limited access to certain UNIVERSITY networking and infrastructure resources, as described below, solely for use in connection with the Purpose.

Description of Access Rights:

Company Personnel will be given "Affiliate" status. Such access shall include:

- Phone system
- Wired (Ethernet) and wireless (wi-fi) access to the USA network (which includes Internet access), subject to the relevant policies identified below and subject to available network resources (switch ports and wireless access points). Should additional switches or wireless access points be required, COMPANY will be charged for those resources at standard departmental rates.

UNIVERSITY will provide limited support to Company Personnel. Such support shall be in the following manner:

- wR(e)RSITY will provide limitrt wR(e)RSItfoC /P [(r)14 ((r)q1_0 1 uMC /P AMt BDC o())Tj/TT3 1 TN)-d[(b

Remedies for Misuse or Other Violations:

UNIVERSITY reserves the right to revoke, without notice, access to the network by COMPANY or any Company Personnel as a result of their unauthorized use of the network and/or a violation of any of UNIVERSITY policies.

Exhibit E

EMPLOYEE CONFIDENTIALITY AND INVENTION DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND INVENTION DISCLOSURE AGREEMENT (this "**Agreement**") is made and entered into by and between the University of South Alabama, with an address of 307 University Blvd. N, Mobile, AL 36688 ("UNIVERSITY"), and _____, with an address at _____ ("EMPLOYEE").

WITNESSETH:

WHEREAS, UNIVERSITY has licensed space to EMPLOYEE's employer through a Facilities Use Agreement (the "FUA"), and as a condition of access has required EMPLOYEE to sign this Agreement, which is an attachment thereto, in order to ensure that UNIVERSITY Confidential Information and freedom to operate are protected;

NOW THEREFORE, the UNIVERSITY and EMPLOYEE agree as follows:

1. Definitions. All capitalized terms not herein defined shall have the meaning set forth in the FUA.

2. Confidentiality.

(a) EMPLOYEE agrees to treat all non-public information, including information related to patentable technology, that is disclosed to him/her, orally or in writing, either deliberately or inadvertently, by employees or persons affiliated with the UNIVERSITY as confidential information ("UNIVERSITY Confidential Information") if the disclosure is made within the Facility or Facility Building, including, but not limited to, common areas and work areas. The Parties agree that such disclosures will not be deemed a public disclosure for purposes of patentability analysis.

(b) The EMPLOYEE will not disclose or use UNIVERSITY Confidential Information until the Confidential Information enters the public domain through no fault of the EMPLOYEE.

3. Intellectual Property. In the interest of ensuring that the privileged presence of EMPLOYEE in the Facility

personnel, including students, as inventors on the patent application or joint authors of the copyrighted work, or (b) grant UNIVERSITY a non-exclusive, worldwide, royalty free, perpetual license, with the rights to grant sublicenses, to the extent necessary to ensure that the UNIVERSITY, on behalf of the researchers in the Facility or Facility Building, has the unrestricted right to continue to advance the technology or research to which the UNIVERSITY Confidential Information implicated in
