

MASTER RESEARCH AGREEMENT

THIS AGREEMENT, effective on the 8th day of January, 2020 ("Effective Date"), is between Community Link Foundation ("Sponsor") and the REGENTS OF THE UNIVERSITY OF MICHIGAN, a non-profit educational institution of the State of Michigan ("University").

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, or discoveries; and

WHEREAS, University will, from time to time, undertake Projects as described in a Project Authorization signed by authorized representatives of the parties, in form substantially similar to Exhibit A hereto; and

WHEREAS, Sponsor understands and accepts that research by its nature is to explore, examine, and test ideas, hypothesis and/or theories and the outcome of a research effort is inherently uncertain.

NOW, THEREFORE, in consideration of the above assumptions and the promises and mutual covenants below, the parties agree to the following:

ARTICLE 1 - DEFINITIONS

1.1 "Project" means work to be performed under a Project Authorization by Investigators (defined below) and/or employees, independent contractors, subcontractors, and consultants of Community Link or its affiliates, as described in a Statement of Work related to a Project Authorization hereunder.

1.2 "Contract Period" is from Effective Date, through December 31, 2029 unless earlier terminated pursuant to this Agreement.

1.3 "Principal Investigator" means the person who directs the performance of a Project under this Agreement and who is specified as such in such project's respective Project Authorization.

1.4 "Investigator" means, individually and collectively, the Principal Investigator or any other employee, independent contractor, visiting researchers who are not employees or contractors of University or any affiliate, subcontractor, consultant, compensated student assistant, or compensated student of University who, during the respective Period of Performance, performs or conducts research work funded in whole or in part by Sponsor in connection with a Project.

1.5 "Period of Performance" means the authorized period defined by a start date and end date constituting the duration of a Project under this agreement as specified its respective Project Authorization.

1.6 "Project Authorization" shall refer to the document which authorizes performance of specific collaborative research under this Agreement. Project Authorizations shall use the sample format provided in Exhibit A hereto, shall include a Statement of Work as provided for in Article 2, and shall be incorporated herein by reference.

ARTICLE 2 – PROJECT AUTHORIZATIONS

2.1 Whenever Sponsor solicits a proposal or University desires to submit to the Sponsor a proposal for performance of a particular Project under this Agreement, a proposed Project Authorization shall be developed which contains the following:

Subject or title of the Project;

Amount of Project funding being sought, and a budget attached to the Project Authorization as Exhibit 2;

Period of Performance for the Project;

Name of the University Principal Investigator who will direct the conduct of the Project;

Name of the Sponsor technical contact;

Whether exchange of Confidential Information is required or anticipated in connection with the Project;

Whether the transfer of any materials or other samples is required or anticipated in connection with the Project;

A Statement of Work, including at least the following items:

(i) A description of the research (Statement of Work) describing the research to be done (title, detailed background and history), problems to be solved or items to be improved, plan for the conduct of the Project.

(ii) The date or timetable by which the research is to be completed, including meeting dates and dates for submission of written reports and deliverables, the Final Report as described in section 3.2 of this Agreement, and specification of any other milestones.

(iii) Identification and description of research reports (including without limitation, the Final Report) and deliverables (e.g., drawings, computer programs, samples, models, etc.) anticipated to be developed in the conduct of the Project ("Deliverables") and the target date for completion.

2.2 If there is a conflict or inconsistency between this agreement and a Project Authorization (including, without limitation, a respective Statement of Work), the terms of this Agreement shall govern. Upon mutual agreement, a Project Authorization hereunder may be amended by the parties pursuant to Article 13 herein.

ARTICLE 3 - REPORTS AND CONFERENCES

3.1 University shall submit written reports to Sponsor, pursuant to the schedule specified in a respective Statement of Work attached to a Project Authorization hereunder, that summarize the research and development activities of the parties since the previous report (if any). Such reports shall also identify any milestones and Deliverables completed during the interim period. In addition to the reports, University shall have progress meetings with Sponsor as specified in the respective Statement of Work, or as otherwise reasonably requested by Sponsor and reasonably agreed to by Principal Investigator; and University shall permit representatives of Sponsor and its affiliates to confer with the Principal Investigator in connection with a particular Project as reasonably requested by Sponsor.

3.2 For each Project Authorization, University will provide to Sponsor a final report ("Final Report") that details all of the Other Research Results, discoveries and Deliverables created, conceived, or developed during the Project. Sponsor and University will agree upon the format and content of the Final Report within sixty (60) days after completion or termination of the Project.

ARTICLE 4 - COSTS, BILLINGS, AND OTHER SUPPORT

4.1 Payment under each Project Authorization will be made by Sponsor within 30 days of receipt of an invoice. Unless otherwise specified in a Project Authorization, Sponsor will be invoiced monthly for actual charges incurred by the University. Notice of any dispute regarding the charges in an invoice must be provided in accordance with Article 15 and include a description of the item(s) in dispute and a reasonably detailed explanation of the reason for the dispute. Any dispute regarding the charges in the final invoice must be made within 90 days after receipt.

4.2 University will retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

4.3 In the event of early termination of a Project Authorization by Sponsor, Sponsor will pay all costs accrued by University as of the date of termination, including non-cancelable obligations, such as non-cancelable contracts and fellowships or postdoctoral associate appointments called for in Project. Any obligation of Sponsor for fellowships or postdoctoral associates end no later than the end of University's academic year during which termination occurs.

ARTICLE 5 - PUBLICITY

Sponsor will not use the name of University, nor of any member of University's Project staff, in any advertising, news release or other promotional activity without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any

employee of Sponsor, in any advertising or other promotional activity without the prior written approval of Sponsor. Both parties retain the right to disclose the existence of this Agreement, the identity of the parties, or the nature and scope of a given Project.

ARTICLE 6 - PUBLICATIONS

6.1 Subject to the following terms, the University has the right to publish, publicly present, or otherwise make available to the public the results, analysis, and methods relating to any Project(s) (a "Disclosure of Results"). The University will notify Sponsor at least twenty (20) days in advance of the earlier of either (a) the submission to a third party, such as a journal, of a proposed publication or public presentation that would include a Disclosure of Results or (b) other public Disclosure of the Results, and furnish a description of the content therein.

6.2 If the content would contain Confidential Information disclosed pursuant to Article 14, then Sponsor has the right to object in writing to the Disclosure of the Results within twenty (20) days after the University furnishes such description. If Sponsor makes a timely objection then University will comply with Sponsor's reasonable request to delete or modify information that is Confidential Information, giving due recognition to University's missions and interests in publishing the result of University projects.

ARTICLE 7 – RIGHTS IN INFORMATION

Sponsor shall have the right to use data, information and reports and Deliverables that are prepared by University in the performance of a Project and provided to Sponsor in any manner that Sponsor deems appropriate.

ARTICLE 8 - TERM AND TERMINATION

8.1 This Agreement is effective upon the Effective Date and continues in effect for the full duration of the Contract Period. The parties may extend the term of this Agreement for additional periods under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this Agreement upon ninety days prior written notice to the other.

8.2 If either party breaches or defaults on any of the terms or conditions of this Agreement, and fails to remedy the default or breach within ninety days after receipt of written notice of such breach from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party. The termination shall be effective as of the date of the receipt of the notice or 3 days after sending, whichever occurs first.

8.3 No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of termination.

ARTICLE 9 - INDEPENDENT CONTRACTOR

9.1 Under this Agreement the University's relation to Sponsor is solely that of an independent contractor and neither party's employees are entitled to any benefits applicable to employees of the other;

9.2 Neither party is authorized or empowered to act as agent for the other for any purpose and may not on behalf of the other enter into any contract, warranty or representation on any matter. Neither shall be bound by the acts or conduct of the other.

ARTICLE 10 - INSURANCE AND INDEMNIFICATION

10.1 University warrants and represents that University has adequate liability insurance applicable to officers, employees, and agents while acting within the scope of their employment by University. University liability insurance policies do not extend protection to any other person.

10.2 Each party assumes all risks of personal injury and property damage attributable to the negligent acts or omissions of its own officers, employees, and agents.

10.3 Sponsor understands that the University is an educational institution created under Article 8, Section 5 of the State of Michigan Constitution of 1963. The University, as a state institution, has strict limitations imposed upon its use of assets and consequently the University does not and cannot pay for any claims against Sponsor brought by third parties related to this Agreement.

ARTICLE 11 - GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions arising from this Agreement shall be brought in the state of Michigan. Sponsor, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this agreement.

ARTICLE 12 - ASSIGNMENT

12.1 Except as provided in Section 12.2, this Agreement may not be assigned by either party without the prior written consent of the other.

12.2 This Agreement is assignable to any division of Sponsor, or any legally controlled subsidiary of Sponsor.

ARTICLE 13 - AGREEMENT MODIFICATION

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and signed by authorized representatives of the parties hereto.

ARTICLE 14 - CONFIDENTIALITY

14.1 University agrees to use confidential or proprietary information and data acquired from Sponsor and identified as confidential or proprietary at the time of disclosure ("Confidential

Information") only in performing the services of this Agreement and not to disclose to any third party any Confidential Information during and for a period of five (5) years from the date of disclosure provided that if Confidential Information is disclosed orally or in other non-tangible form, Sponsor will supply the University in writing a general description of the Confidential Information and confirmation of its confidential or proprietary status within twenty (20) working days of disclosure.

14.2 The obligation to protect Confidential Information shall not apply to any information that: (1) is already in the possession of, or is independently developed by, University; (2) becomes publicly available other than through breach of this provision; (3) is received by University from a third party with authorization to make the disclosure; (4) is released with Sponsor's written consent; or (5) is required to be released by legal process or other legal authority.

ARTICLE 15 - NOTICES

Any notice to either party must be in writing, signed by the party giving it, and served to the addresses below (or to such other addressee as may be later designated by written notice) by personal delivery, recognized overnight courier service with package tracking, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All notices are effective when received or within three days of sending, whichever occurs first.

If to Sponsor:

Community Link Foundation
Attn: David Woodrow
10985 Pleasant Lake Road
Manchester, MI 48158

If to University:

University of Michigan
Office of Research and Sponsored Projects
3003 S. State St., Room 1052
Ann Arbor, MI 48109-1274
Attn: Raymond Cluckey

ARTICLE 16 – SEVERABILITY

The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

ARTICLE 17 – WAIVER

Unless a specific time limitation is specified, no delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

ARTICLE 18 – NO THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.

ARTICLE 19 – EXECUTION

This Agreement may be signed in several originals, which together constitute a single Agreement. The parties agree that a signature on any one of the originals and delivered by facsimile or email are valid, binding and enforceable. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, drafted by the parties and no provision may be interpreted adversely to a party as a presumed drafter.

ARTICLE 20 – SURVIVEABILILTY

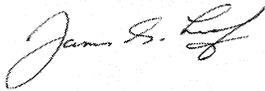
Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration, including provisions concerning indemnification, confidentiality, warranty and choice of law and venue.

AGREED TO:

COMMUNITY LINK FOUNDATION

THE REGENTS OF THE UNIVERSITY
OF MICHIGAN

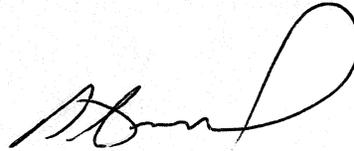
By:



Typed Name: James G. Leaf

Title: CEO

By:



Typed Name: Peter J. Gerard

Title: Assistant Director
Sponsored Programs

EXHIBIT A

SAMPLE PROJECT AUTHORIZATION

PROJECT AUTHORIZATION NUMBER _____

Pursuant to the MASTER COLLABORATIVE RESEARCH AGREEMENT between Community Link and the Regents of the University of Michigan (University) effective as of _____, University shall undertake this Project Authorization as follows:

- Research work to be performed shall be in accordance with the Statement of Work and Budget attached hereto as Exhibit 1 and 2, respectively.
- Total estimated cost and not-to-exceed amount for this Project Authorization is \$_____.
- Period of performance is _____ through _____.
- Terms and conditions of the MASTER RESEARCH AGREEMENT apply.

The contents of this Project Authorization are as follows:

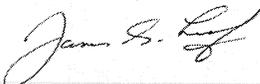
- (a) Exhibit 1 – Statement of Work
- (b) Exhibit 2 – Estimated Budget

ACKNOWLEDGED AND ACCEPTED:

FOR THE REGENTS OF THE UNIVERSITY OF MICHIGAN

FOR COMMUNITY LINK FOUNDATION

By: _____

By: 

Name: _____
Title: _____

Name: James G. Leaf
Title: CEO

Date: _____

Date: January 8, 2020