RESEARCH AGREEMENT

This Research Agreement ("<u>Agreement</u>") between [•]("<u>Organization</u>"), and the Institute (____) of Underwriters Laboratories Inc. (d/b/a UL Research Institutes), a Delaware charitable nonstock corporation ("<u>ULRI</u>"), is effective [•], 2023 ("<u>Effective</u> <u>Date</u>"). ULRI and Organization are sometimes referred to individually as "<u>party</u>" and collectively as "<u>parties</u>".

[WHEREAS, ULRI issued a request for proposals to conduct certain scientific research as describe further below and Organization submitted a proposal;]

WHEREAS, the parties have carefully assessed their mutual capabilities and interests and have determined that it is desirable to enter into an arrangement on scientific research for a Research Project (as defined below) studying the [PROJECT DESCRIPTION], which will be conducted by, or under the supervision of, ______ of _____ (the "<u>Principal Investigator</u>");

WHEREAS, the parties have determined that they have the necessary expertise required for the Research Project and that this Agreement will enable them to complement their unique capabilities; and

WHEREAS, it is the intention of the parties that the Research Project is for the purposes of advancing scientific knowledge and furthering the research and impact mission of ULRI.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RESEARCH PROJECT

Organization will undertake the research project entitled "[TITLE]" described in the Statement of Work (the "<u>SOW</u>") attached as <u>Exhibit A</u> (the "<u>Research Project</u>"), including providing ULRI with the deliverables (the "<u>Deliverables</u>") identified in the SOW. Organization is undertaking the Research Project on a reasonable effort basis in accordance with its research and educational mission.

ARTICLE 2 TERM

The Research Project will commence on the Effective Date and will continue until the earlier of (i) the date on which the Research Project is completed and (ii) the [two (2)] year anniversary of the Effective Date, unless prior to such date this Agreement is terminated in accordance with its terms. This Agreement may be renewed or extended only upon the mutual written agreement of the parties.

ARTICLE 3 COMPENSATION AND EXPENSES

3.1 In consideration for the rights granted under this Agreement, ULRI agrees to reimburse Organization for its reasonable and allowable costs for the performance of the Research Project as detailed in the approved budget attached as <u>Exhibit B</u> and budget justification attached as <u>Exhibit C</u>,

provided that such the aggregate amount of reimbursement payable will not exceed \$[_____] without the prior written approval of ULRI.

3.2 Organization will render its invoices via the ProposalCentral website (located at www.proposalcentral.com) on a monthly basis covering the previous month's actual costs and cumulative costs chargeable to ULRI. Organization will include reasonable detail of its calculation of actual direct and indirect costs by budget category and against the approved budget in each invoice. ULRI agrees to pay undisputed items on each invoice within sixty (60) days of receipt of the invoice. Notwithstanding the above, payment of the final invoice will be made within sixty days (60) of receipt of the final progress report.

3.3 ULRI will make payments to Organization as follows:

[ORGANIZATION PLEASE PROVIDE PAYMENT METHODS]

3.4 Organization's financial, administrative, and technical contacts are listed in the attached <u>Exhibit D</u>. Questions regarding invoicing can be directed to ULRI via email at GC_invoices@ul.org or Gregory.Howell@ul.org or by telephone at (224)714-0447.

ARTICLE 4 AWARD ADMINISTRATION

4.1 The following program or budget-related changes and/or requests will be subject to ULRI's prior written approval:

A. Transfer of substantive programmatic work to another institution.

B. Rebudgeting from or to any budget category in an amount greater than 25% of the budget category, or (b) any rebudgeting to increase travel budget.

C. Any significant change in scope or objectives of the Research Project.

D. Any change in the scope of work, deliverables.

E. Any change in Organization's individuals who contribute to the scientific development or execution of the Research Project in a substantive, measurable way, whether or not they receive salaries or compensation ("Key Personnel").

F. A reduction by 15% or more in the time spent on the Research Project by any Key Personnel during any 12 month period.

G. Absence of the Principal Investigator for any continuous period longer than forty-five (45) days.

4.2 Organization will notify ULRI in writing immediately upon the following:

A. The occurrence or expected occurrence of any of the foregoing items requiring ULRI prior written approval.

B. Any significant change in the methodology or procedures being used in the Research Project from those discussed in the Scope of Work.

C. Any significant findings, breakthroughs, or events of unusual interest.

D. Any significant problems, delays, or adverse conditions that will or may materially affect the Research Project, its objectives, or time schedules, together with proposed Organization's actions to address such problems, delays, or adverse conditions.

ARTICLE 5 REPORTS AND PROJECT RESULTS

5.1 Organization will provide ULRI with quarterly progress reports on the Research Project, which will include any publications, discoveries or results Organization believes may be appropriate to evaluate for patent or other Intellectual Property protection, and a final report in accordance with the SOW. Quarterly reports must be submitted via the ProposalCentral website (located at www.proposalcentral.com). In addition to such reports, (a) Organization will provide ULRI data sets and methodology details upon ULRI's request to assist in understanding and refining the application of the research and (b) Organization's Principal Investigator will participate either by teleconference or in person in a reasonable number of meetings as requested by ULRI to discuss research progress, findings and any potential inventions or other intellectual property resulting from the Research Project.

5.2 Each party will be entitled to receive from the other party all data, testing parameters, methodologies and all other results arising from the work that such party performs solely or jointly hereunder ("<u>Project Results</u>"), along with the laboratory documentation (whether in hard copy or electronic format) that contains such Project Results, reasonably promptly as they are obtained or created, at any other time upon request during the Agreement, and upon any termination as provided in <u>Article 9</u>. Each party will have unlimited right to use all Project Results subject to their respective obligations under this Agreement.

5.3 Organization will provide ULRI a final invoice with respect to the Research Project within ninety (90) days after the first to occur of (a) the date on which the Research Project is completed, (b) the end of the term of this Agreement and (c) the date, if any, on which this Agreement is terminated in accordance with its terms.

5.4 In the event there is any inquiry, investigation, audit or proceeding, whether internal or external, involving or related to the Research Project, or any individual involved in the Research Project (including, without limitation, any allegation of research misconduct, financial conflict of interest and any audit or investigation by any government agency that provides funding to the Research Project) (collectively, an "Investigation"), Organization agrees to (i) notify ULRI of such Investigation promptly after Organization becomes aware of such Investigation, (ii) provide ULRI with prompt and reasonably detailed updates regarding such Investigation, including any findings made by Organization or any other auditor or investigator with respect to such Investigation, and (iii), if any researcher or other employee

of ULRI or any of its affiliates is involved in such Investigation (whether as a complainant, a respondent, or in any other capacity), coordinate with ULRI and allow ULRI to participate in such Investigation.

5.5 Organization will retain all records relating to the Research Project for a period of at least three (3) years after the expiration or termination of this Agreement, with any extensions thereof, or for such longer period(s) as may be otherwise required by applicable law. If any such records are or may be required to resolve any then threatened or pending claim or arbitration pursuant to this Agreement, the period of retention will continue until final disposition of such claims or arbitration.

ARTICLE 6 PROPRIETARY INFORMATION

6.1 When confidential or proprietary information is disclosed by or on behalf of one party (the "<u>discloser</u>") to the other party (the "<u>recipient</u>") in writing and clearly identified as confidential or proprietary ("<u>Confidential Information</u>"), the receiving party agrees that it will maintain such Confidential Information in confidence during the term of this Agreement and for a period of five years thereafter. Confidential Information does not include (even if identified by the discloser as confidential or proprietary), any information that (a) is known by the recipient at the time of disclosure; (b) is or becomes otherwise publicly disclosed except by breach of this Agreement; (c) rightfully received by the recipient from a third party without an express obligation of confidence; or (d) independently developed by the employees or agents of the recipient without any knowledge, use of, or reliance upon, the information provided by the discloser.

6.2 Each party will designate in writing one or more individuals within its organization as the only point(s) for receiving any written Confidential Information exchanged between the parties pursuant to this Agreement. Any change of the individual will be communicated to the other party in writing. Oral disclosures of confidential or proprietary information must be identified as confidential or proprietary at the time of disclosure, followed by written confirmation within fourteen (14) days. Any information of a proprietary or confidential nature not identified as Confidential Information in accordance with this <u>Article 6</u> will not be deemed Confidential Information for purposes of this Agreement.

6.3 Disclosure of any Confidential Information of a party will be restricted to the recipient's employees and agents who are directly participating in the Research Project or otherwise have a need to know about the research status or results, the Research Project or the terms of this Agreement.

6.4 Neither party will be liable for disclosures of Confidential Information made inadvertently or by mistake; <u>provided</u>, that each party agrees to exercise the same standard of care to protect any Confidential Information received as such party does to protect its own confidential or proprietary information, but no less than reasonable care. The recipient will immediately notify the discloser in the event of the loss or unauthorized disclosure of any Confidential Information of the discloser and take reasonable steps to recover same and limit its further disclosure.

6.5 This <u>Article 6</u> will not prevent disclosure of Confidential Information due to any judicial or government request, requirement or order, or that is necessary to comply with applicable laws or

regulations. Should one party be required to disclose the Confidential Information of the other party pursuant to any judicial or government request, requirement or order, the party so required to disclose will take reasonable steps to provide the other party with sufficient prior notice in order to allow the other party to contest such request, requirement or order.

6.6 Promptly upon any request by the discloser (whether during the Agreement or at or after termination), the recipient will return or destroy the discloser's Confidential Information (as directed by discloser) and all copies thereof in its possession, provided that the recipient may maintain copies of Confidential Information pursuant to its standard electronic backup and archival procedures and for legal and accounting purposes, so long as it continues to hold such information in confidence as required by this <u>Article 6</u>.

ARTICLE 7 PUBLICATION AND ATTRIBUTION

7.1 The parties agree that the Project Results are not Confidential Information of either party and are intended to be publishable by both parties jointly and/or by either party individually, subject to the terms and conditions of this Agreement.

7.2 The Principal Investigator and the other Organization Representatives will support ULRI as co-authors for a minimum of [____] technical papers that will be submitted for publication in peer-reviewed journals. The form, content and timing of each such joint publication will be agreed by Organization and ULRI prior to publication or presentation.

7.3 The following procedures will be followed prior to any publication or presentation related to the Research Project: (a) the publishing or presenting party will furnish the non-publishing/nonpresenting party with draft copies of each proposed publication or presentation at least thirty (30) days in advance of the working draft and at least one month of the final draft of the proposed submission of such publication or presentation to a journal, editor or other third party to permit the non-publishing/nonpresenting party an opportunity to review and comment on the publication or presentation, including a review for Confidential Information or patentable subject matter; (b) if either party identifies potentially patentable subject matter for which a party needs or desires patent protection and upon notifying the publishing or presenting party, the parties will cooperate to allow the appropriate party to timely file one or more patent applications on any patentable subject matter contained in the proposed submission; (c) if either party identifies sensitive subject matter or proprietary or Confidential Information that needs protection and notifies the publishing or presenting party, the parties will cooperate to allow the appropriate party to adjust the subject matter and remove any such information contained in the proposed submission; and (d) each party's support and contributions to the Research Project will be acknowledged in all publications and presentations arising from the Research Project in a manner to be mutually agreed between the parties and will identify co-ownership of any Joint Intellectual Property where involved.

ARTICLE 8 INTELLECTUAL PROPERTY

8.1 As used in this Agreement:

A. "<u>Intellectual Property</u>" means individual and collectively all worldwide inventions, improvements, discoveries, software, works of authorship, trademarks, utility and design patents, patent applications, and rights associated therewith, including any divisionals, continuations, continuations in part, reissues and reexaminations thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction, as well as all know-how, trade secrets, proprietary information, technology, technical data, and other intellectual property recognized anywhere in the world (whether or not protectable by patent, copyright, or trade secret).

B. "<u>Background Intellectual Property</u>" means any Organization, ULRI or third-party Intellectual Property conceived, first reduced to practice, developed, owned acquired or licensed either prior to, or entirely outside the scope of, the Research Project.

C. "<u>Organization Intellectual Property</u>" means any Intellectual Property made, created, first reduced to practice or conceived of solely by Organization employees or independent contractors, subcontractors, consultants, student assistants, postdoctoral researchers or students of Organization or any other third party working under the direction of Organization (collectively, "<u>Organization</u> <u>Representatives</u>") while in the course of their performance of work under the Research Project.

D. "<u>ULRI Intellectual Property</u>" means any Intellectual Property made, created, first reduced to practice or conceived of solely by ULRI employees or independent contractors, subcontractors or consultants of ULRI (collectively, "<u>ULRI Representatives</u>") while in the course of their performance of work under the Research Project.

E. "Joint Intellectual Property" mean any Intellectual Property made, created, first reduced to practice or conceived of jointly through the participation of one or more Organization Representatives and one or more ULRI Representatives pursuant to their performance of work or participation under the Research Project.

8.2 <u>Rights to Intellectual Property</u>.

A. All right, title and interest in and to Organization Intellectual Property will belong to Organization, subject to the other terms of this <u>Article 8</u>.

B. All right, title and interest in and to ULRI Intellectual Property will belong to ULRI.

C. All right, title and interest in and to Joint Intellectual Property will be jointly owned by ULRI and Organization as tenants in common, in equal undivided shares. Subject to <u>Section 8.3</u>, neither party owes a duty of accounting to the other with respect to any Joint Intellectual Property, and no consent of the other is required in connection with internal or external use or other exploitation thereof with respect to its interest in such Joint Intellectual Property. The parties will negotiate in good faith on fair and reasonable terms an agreement detailing the terms and conditions related to the filing, enforcement, maintenance, and defense of any Joint Intellectual Property rights, which may include, without limitation, provisions related to patent prosecution cost and management, and intellectual property defense.

D. In consideration of ULRI's funding of the Research Project, Organization hereby grants to ULRI a non-exclusive, worldwide, fully paid-up, royalty-free, perpetual and irrevocable license to

and under all Organization Intellectual Property (including any Deliverables deemed Organization Intellectual Property), with the right to sublicense to its affiliates and third-party contract partners, for use in connection with (i) internal research and development, (ii) education and outreach activities, (iii) developing and publishing standards and (iv) all other business or research purposes.

E. Each party hereby grants to the other a non-exclusive, worldwide, fully paid-up, royaltyfree, perpetual and irrevocable license to the other party and its affiliates to use such party's Background Intellectual Property (a) that is incorporated into or necessary for the use of Project Results, Deliverables, Joint Intellectual Property or of such party's solely-developed Intellectual Property that is licensed to the other hereunder or (b) that is otherwise necessary for a party to fulfill any of its obligations in accordance with this Agreement.

8.3 <u>Commercialization by Organization</u>. Prior to the commercialization of, or any plan to develop or commercialize, any end-use applications, methods or materials using or otherwise incorporating the Organization Intellectual Property and/or Joint Intellectual Property ("<u>Product</u>"), Organization will notify ULRI of such commercialization or plan, and the parties will negotiate in good faith and enter into a separate agreement governing the terms and obligations of said commercialization or plan, which will include the payment to ULRI of a percentage on net sales of all Products or other royalty mechanism, regardless of whether the Products are commercialized and/or sold through Organization, one of its affiliates, or a third party.

ARTICLE 9 TERMINATION

9.1 Either party may terminate this Agreement for any or no reason by delivering to the other party at least 30 days prior written notice of such termination.

9.2 If the Principal Investigator becomes unavailable for any reason and a mutually acceptable replacement is not available, either party may terminate this Agreement with immediate effect by delivering to the other party written notice of such termination.

9.3 If either party material breaches or defaults on any of the material terms or conditions of this Agreement and that party fails to remedy the default or breach within fifteen (15) days after receipt of written notice from the other party, the party giving notice may, at its option and in addition to any other remedies it may have in law or in equity, terminate this Agreement by delivering written notice of such termination.

9.4 Upon Organization's receipt or delivery of a termination notice, Organization will proceed in an orderly fashion to terminate any outstanding commitments related to the Research Project and to stop the research as soon as it is practicable to do so. All reasonable costs to Organization associated with termination will be considered reimbursable costs, including (a) all costs incurred prior to the termination notice, but which have not yet been reimbursed, and (b) commitments existing at the time the termination notice is received that cannot be cancelled, which will include non-cancellable contracts and appointments of graduate research assistants or postdoctoral associates incurred prior to the effective date of termination. Notwithstanding the foregoing, in the event of either Organization's termination as permitted under <u>Section 9.1</u> or ULRI'S termination as permitted under <u>Section 9.3</u>,

reimbursement of existing contracts or commitments, whether or not cancellable, will only be required with respect to the equal daily pro-rata amount for the days up to and including the date of termination but excluding all days thereafter. In no case will reimbursement under this Agreement exceed the total consideration specified in <u>Section 3.1</u>.

9.5 Upon expiration or termination of this Agreement for any reason, Organization will promptly deliver to ULRI (a) all Project Results and Deliverables completed prior to the time of termination; (b) all Project Results and Deliverables that are in process and have not yet been completed; and (c) a reasonably detailed written status of the stage of completion of all tasks in the SOW as of the time of such termination.

9.6. <u>Sections 5.2</u> through <u>5.5</u>, <u>9.5</u> and this <u>Section 9.6</u>, <u>Articles 6</u> through <u>8</u>, and <u>Articles 10</u> through <u>15</u>, and any other provisions that by their nature survive (including all obligations and rights that expressly survive termination herein) will survive the expiration or termination of this Agreement for any reason.

ARTICLE 10 DISCLAIMER; LIMITATION OF LIABILITY

10.1 Neither party makes any representations or warranties, express or implied, to the other party regarding the information provided for use under this Agreement, the quality or performance of any data, methodologies, apparatus, or materials developed hereunder, and the parties each expressly disclaim any other warranties or conditions, statutory or otherwise, including the implied warranties of merchantability and fitness for a particular purpose.

10.2 ULRI will indemnify, defend and hold harmless Organization, its past, present and future trustees, regents, officers and employees ("<u>Organization Indemnified Parties</u>") from any claims, suits, damages penalties, judgments, costs, fees (including reasonable legal fees), fines or other liability of any kind (collectively, "<u>Losses</u>") that the Organization Indemnified Parties incur or suffer as a result of third-party claims to the extent arising out of or relating to (a) the breach or failure of ULRI to perform any of its obligations in this Agreement, (b) failure by ULRI or any ULRI Representative to comply with applicable laws, rules, regulations, ordinances, permits or licenses, or (c) any actual or alleged personal injury, death, economic loss or property damage related to this Agreement based on the negligent, reckless or willful misconduct of ULRI or any ULRI Representative.

10.3 To the extent permitted by law, Organization will indemnify, defend and hold harmless ULRI, its past, present and future trustees, officers, employees, affiliates, successors and assigns ("<u>ULRI</u> <u>Indemnified Parties</u>") from any Losses that the ULRI Indemnified Parties incur or suffer as the result of third-party claims to the extent arising out of or relating to (a) the breach or failure of Organization to perform any of its obligations in this Agreement, (b) failure by Organization or any Organization Representative to comply with applicable laws, rules, regulations, ordinances, permits or licenses or (c) any actual or alleged personal injury, death, economic loss or property damage related to this Agreement based on the negligent, reckless or willful misconduct of Organization or any Organization Representative.

10.4 Upon receipt of notice, whether formal or informal, direct or indirect, of any claim for which indemnification may be available under this <u>Article 10</u>, the party receiving notice will notify the

other and representatives of both parties will meet to discuss the matter. When seeking indemnification, the indemnified party will reasonably cooperate with the indemnifying party, at the indemnifying party's expense, in its defense or settlement of the claim. The indemnifying party will not settle a claim against the indemnified party for other than money damages without the indemnified party's consent.

10.5 Except with respect to liabilities arising out of the indemnification obligations in this <u>Article 10</u>, (a) neither party nor its affiliates or related parties will be liable to the other party or its affiliates or related parties for any indirect, incidental, special, exemplary, punitive or consequential damages of any kind, even if such party has been advised of the possibility of such damages, except to the extent that such damages are caused by the willful misconduct of such party, and (b) the entire, cumulative liability of each party arising out of, or relating to, this Agreement, regardless of the number of claims, demands or actions, will not exceed the highest amount paid by ULRI to Organization during any 12-month contract year hereunder.

ARTICLE 11 <u>USE OF A PARTY'S NAME</u>

Neither party will, without the prior written consent of the other party, (a) use in advertising, publicity or otherwise, the name of the other party or its affiliates, or any employee or agent of the other party or its affiliates, any trade-name, trademark, trade device, service mark, certification mark, symbol, or any abbreviation, contraction or simulation thereof owned by the other party or any of its affiliates, or (b) represent, either directly or indirectly, that any product or service of the other party or any of its affiliates is a product or service of the representing party or that it is made in accordance with or utilizes the methodologies, standards, information, or documents of the other party. Notwithstanding the foregoing, either party may (i) announce and list this Agreement and the identity of the other party in its internal and external communications, including on its internal and external public-facing websites and other digital platforms, and (ii) disclose information necessary to meet the publication attribution obligations in this Agreement.

ARTICLE 12 NOTICES

Any notice or other communication required or permitted under this Agreement will be in writing and will be deemed given as of the date it is (i) delivered by hand or (ii) mailed, postage prepaid, first class, certified mail, return receipt requested, to the party at the address listed below or subsequently specified in writing, or (iii) sent, shipping prepaid, return receipt requested, by national courier service, to the party at the address listed below or subsequently specified in writing:

As to Organization: []

with cc to: []

As to ULRI: Underwriters Laboratories Inc. d/b/a UL Research Institutes

1603 Orrington Avenue 17th Floor Evanston, IL 60201 Attention: Chief Legal Officer Email: <u>ulri.legal.notices@ul.org</u>

with cc to: [TO BE ADDED]

ARTICLE 13 <u>AUDIT</u>

Throughout the term and for a period of one year after ULRI makes final payment to Organization for the Research Project, ULRI or its authorized representatives will have the right, at its expense and with reasonable advance notice during normal business hours, to conduct site visits, meet with Organization's personnel, and view any materials, equipment, tools, or supplies purchased under the Agreement, and any books, documents, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda relating to performance of the Research Project, for the purpose of auditing and verifying costs under the Agreement, and evaluating and testing the Organization's systems of internal controls, practices, and procedures. ULRI or its authorized representatives will have the right to reproduce any such records. Organization's failure to provide such access will constitute a material breach of Organization's obligations.

ARTICLE 14 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws principles thereof.

ARTICLE 15 MISCELLANEOUS

15.1 This Agreement and all attached Exhibits contain the entire agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties, and neither party will be bound by conditions, definitions, warranties, understandings or representations concerning such subject matter except as provided in this Agreement or as specified on or subsequent to the Effective Date in a writing signed by authorized representatives of the parties. This Agreement can only be modified by written agreement signed by both parties.

15.2 Organization agrees it has documented and put into place policies on research ethics and safety, financial conflicts of interest, research misconduct, and human subjects research consistent with both internationally recognized research standards and applicable laws and regulations and agrees to comply with all such policies.

15.3 Each party will be responsible for compliance with applicable export control and economic sanctions laws and regulations and agrees it will not directly or indirectly export any controlled information or material ("Item") to any destination, person, entity, or use such Item for a use

prohibited or restricted in violation of export control laws and regulations without obtaining prior authorization from applicable government authorities. In the event that an Item is required to conduct research under the Research Project, each Party will so inform the other party in writing prior to any such disclosure and neither party will forward nor provide any such Item to the other party without the express written permission of said party. In addition, each party agrees it will not conduct business with persons or entities that are designated on any restricted party listing such as promulgated by the U.S. Department of Treasury's Office of Foreign Assets Control.

15.4 The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement will not be construed to be a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.

15.5 Each provision of this Agreement is a distinct and severable, and if any provision is deemed illegal, void, or unenforceable, the validity, legality or enforceability of any other provision of this Agreement will not be affected.

15.6 All titles and section and article headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

15.6 The parties agree that the provisions of this Agreement are intended to be interpreted and implemented so as to comply with all applicable federal laws, rules and regulations, including without limitation the requirements of Rev. Proc. 2007-47; <u>provided</u>, that if it is determined by the Internal Revenue Service or any other federal agency or instrumentality (the "<u>Government</u>") that the provisions of this Agreement are not in such compliance, then the parties agree to modify the provisions and the implementation of this Agreement so as to be in compliance with all applicable federal laws, rules and regulations as determined by the Government.

15.7 This Agreement may be executed in counterparts and may be executed by electronic means, including by .pdf signature, DocuSign or similar methods.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as the Effective Date.

[ORGANIZATION]

UNDERWRITERS LABORATORIES INC.

By: ______ Name: _____ Title: By:

Name: Christopher J. Cramer, PhD. Title: Interim President and Chief Research Officer

Read and acknowledged by:

PRINCIPAL INVESTIGATOR

Exhibit A STATEMENT OF WORK

(Attached)

Exhibit B Budget

(Attached)

Exhibit C Budget Justification

(Attached)

Exhibit D Organization's Contact Information

Principal Investigator: Name: Title: Email Address: Phone Number:

Administrative Contact: Name: Title: Email Address: Phone Number:

Financial Contact: Name: Title: Email Address: Phone Number:

Signing Authority: Name: Title: Email Address: Phone Number: