**UT SYSTEM RESEARCH TRANSMITTAL FORM F/SOFTWARE**

**SOFTWARE AGREEMENT (CONFORMING)**

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

Institution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Institution’s President [or insert name of Approved Designee]

Title

Name of Institution

Address of Institution

City, Texas Zip Code

RE: [Insert name of Agreement] with [insert name of other party or parties] (“Agreement”)

 Investigator: [insert name of Investigator]

Dear President \_\_\_\_\_\_\_\_\_\_\_ [or insert name and title, if applicable, of Approved Designee]:

We request your approval of the above-referenced proposed Agreement, attached for your convenience.

The proposed Agreement has been reviewed at the institutional level. Intellectual property provisions of the Agreement, if any, are confined to rights to inventions arising from performance of the Agreement and conform to the Regents’ *Rules and Regulations*, Series 90000, regarding intellectual property and the guidelines concerning research agreements.

In my judgment, **[check one]**

□ no intellectual property is anticipated to result from performance of the project.

□ intellectual property may be anticipated to result from performance of the project.

With regard to the indemnification provisions, **[check one]**

□ indemnification language is the standard indemnification language approved by the Office of General Counsel.

□ indemnification language, though not the standard indemnification language approved by the Office of General Counsel, is nevertheless within the guidelines of the Regents’ *Rules and Regulations*.

□ indemnification is not required because the sponsor has neither furnished nor required the use of materials, processes, or procedures.

Intellectual property terms of this Agreement provide for [delivery] [a non-exclusive royalty-free license] of University software to the sponsor; however, other consideration received by the University pursuant to this Agreement adequately compensates it for the transfer for the following reasons: [State reasons and facts that apply as described in Administrative Policy Regarding Disclosure, Distributions and Licensing of Software.]

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Contract Administrator’s Name]

[Insert title]

Attachments:

1) Copy of Agreement

[If applicable, insert] 2) Copy of all attachments to Agreement

**APPROVED**

I hereby approve the Agreement and all attachments, if any.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President [or insert title of Approved Designee]

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