Technology Management Agreement
Between
UNIVERSITY SCIENCE ENGINEERING AND
TECHNOLOGY (USET, INC)
AND THE
SMITHSONIAN INSTITUTION

WHEREAS University Science and Engineering and Technology (USET, INC.) is a technology management organization with a Number of research universities as clients;

WHEREAS USET, INC. is desirous of working with the Smithsonian for a two year period; and

WHEREAS, the Smithsonian Institution (Smithsonian) is a national museum and research organization and is desireous of having USET, INC. provide technology management services in a manner ~~to that created~~ similar to that provided to its client universities;

NOW THEREFORE, the parties agree as follows:

I. CONTRACT OBJECTIVES

Create, establish and implement a technology management policy and program for the Smithsonian Institution.

II. USET INC. RESPONSIBILITIES

A. Provide the services of a professional technology manager one day per month on site at the Smithsonian during the Agreement. The technology manager's responsibility will include providing patent related educational services for Smithsonian

investigators, interviewing investigators to search out new inventions, ~~and help~~ assist in preparing invention disclosures; providing liaison to USET headquarters' licensing personnel making on-site visits ~~for interviews~~ to obtain information to ~~assist~~ support licensing efforts; and generally being available to respond to technology management inquiries from Smithsonian investigators and administrators.

B. Incorporation of all Smithsonian technology disclosures ~~to USET~~ in the USET electronic data base system so as to widen the scope of its licensing activities on behalf of the Smithsonian. If the Smithsonian should chose the system will also be used to enable Smithsonian investigators to solicit research funding or other collaborative assistance from industry for other non-traditional funding sources.

C. Serve as the Smithsonian's exclusive licensing agent ~~to license on behalf of the Smithsonian the rights that the Smithsonian may acquire in inventions~~ for technology arising from Smithsonian ~~its~~ research ~~in addition~~, and collaborative research and development

~~This will include, subject to the Smithsonian's approval~~

will
This includes the negotiation of all technology licensing and collaborative research and development agreements ~~to be executed by~~ initiated through USET licensing efforts subject to Smithsonian approval of their terms and conditions ~~and~~ and the collection and distribution ~~and monitoring~~ of royalties and fees on behalf of the Smithsonian