



The Utah Science, Technology and Research Agency (USTAR)

University Technology Acceleration Grant Program (UTAG) Terms and Conditions

SUBMITTED APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS AND UTAH ADMINISTRATIVE RULE R856-3: USTAR UNIVERSITY TECHNOLOGY ACCELERATION GRANTS. USTAR RESERVES THE RIGHT TO REVOKE OR ADJUST ANY AWARD UPON VIOLATION OF THE TERMS AND CONDITIONS. NOTHING IN THESE TERMS AND CONDITIONS SHOULD BE CONSTRUED AS CONFLICTING WITH UTAH ADMIN. R. R856-3.

PURPOSE: The University Technology Acceleration Grants provide funding, on a reimbursement basis, to individual researchers or research teams employed by a Utah non-profit college or university to support research, discovery and innovation that has a strong market potential. An outside review panel will review all complete applications. Anticipated duration of projects will be 12-18 months, not to exceed 18 months, with funding budgeted according to Utah's fiscal year (1Jul-30Jun). Funding is dependent on continued USTAR appropriations.

BINDING AGREEMENT: In order to participate in the UTAG program, applicant must agree to these Terms and Conditions and the USTAR statute and administrative rules. Applicant agrees that submission of an application constitutes such agreement. These Terms and Conditions form a binding legal agreement between applicant and the Utah Science, Technology and Research Initiative ("USTAR") with respect to submitting a UTAG application.

APPLICATION DEADLINES: The University Technology Acceleration Grant is offered twice a year. Applications are available on USTAR's website and in paper form upon request from USTAR. Submission deadlines will be posted on USTAR's website and included in the UTAG Program Announcement.

AUTHORITY: UTAG is administered and funded by USTAR, a Utah State Entity located at 60 East South Temple, 3rd Floor, Salt Lake City, UT 84111, pursuant to authority granted under Utah Code § 63M-2-202.

GENERAL REQUIREMENTS FOR PROPOSALS: USTAR will evaluate applications to ensure that they meet all requirements specified below. USTAR reserves the right, in its sole discretion, to disqualify any applicant who does not meet these and all other UTAG requirements. Incomplete entries or entries not complying with these Official Terms and Conditions are subject to disqualification.

- Proposal must not contain content, material or any element that is unlawful, or otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the application and supporting statement are created.
- Proposal must not be objectionable to the interests of State of Utah. In its evaluation, USTAR will take into consideration general standards of decency and respect for the diverse beliefs and values of the citizens of Utah.
- Proposal must be original and not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.
- Proposal must not contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.
- Without explicit approval, proposal and its elements must not be the subject of any actual or threatened litigation or claim. If this is the case, Applicant must disclose, in writing, the facts surrounding any potentially relevant disputes.
- Proposal must not include a request or budget for payment of university facilities and administrative ("F&A") expenses, "overhead" costs, or any other indirect costs based on projections, estimates, percentages, or formulas. Grant funding will only be awarded for costs actually incurred by and specifically attributable to the individual project described in the proposal.



- Facts and preliminary data presented in proposal must be accurate.

ELIGIBILITY: UTAG is open to individual researchers or research teams employed by a non-profit Utah-based college or university. Individual researchers or research teams applying for UTAG must be developing a technology in a targeted industry sector. Approved industry sectors are specified in the UTAG Program Announcement. Proposed technology for UTAG funds must be at a technology readiness level (TRL) of 2-5. Milestones with TRLs 6 and above will not be funded by UTAG. For information regarding Technology Readiness Levels (TRLs), visit <http://ustar.org/our-programs/utag-university-technology-acceleration-grant/>. Applicants to UTAG cannot have received funding in the same fiscal year from a previous UTAG or TAP award or a GOED's TCIP award. Funding is limited to research that will take place in the university setting and any grant money directed towards personnel costs must be for employees of the university.

For applicants to be considered for UTAG, applications must be complete (as determined by USTAR). Any submission not meeting these criteria will be disqualified. USTAR accepts no responsibility for applications lost, delayed, damaged, defaced, or mislaid, howsoever caused. USTAR representatives may contact an applicant for customer service purposes. By participating, all participants agree to receive phone calls and emails from USTAR. Participation does not require payment in any form. Application must meet all requirements. Failure to abide by the Terms and Conditions will result in revocation or adjustment of any award provided under these Terms and Conditions. USTAR reserves the right to require awardee to pay back all or part of any funding received in the event of a violation of these Terms and Conditions or other UTAG policies.

EVALUATION AND EVALUATION CRITERIA: An independent panel of subject matter experts will use a scoring system to evaluate and rank grant applications and determine grant amounts. The scoring system will be designed to assess and compare each applicant across several categories, which may include: technical merit; strength and maturity of research or management team, as applicable; appropriate technology readiness level (TRL) of 2-5, as specified on the UTAG Program Announcement; potential economic impact, as measured by: job creation, product sales, potential revenue due to expansion of current business or development of a new business, projected time to revenue or job creation; market need, technical and management experience and qualifications; reasonableness of cost proposal (i.e. size and allocation of budget is appropriate for the work proposed; additional funds available to complete work); reasonableness of proposed milestones; proposed timeline is achievable and will not exceed 18 months.

AWARDS: Subject to these Terms and Conditions, award decisions are final and binding. If a potential awardee is unable for whatever reason to accept his or her funding, then USTAR reserves the right to award the funding to another applicant. Upon execution of a contract with awardee's university, UTAG Grant funds will be provided in the form of reimbursement, subject to proper and timely submission of invoices, completion of milestones, and compliance with program requirements.

NOTIFICATION OF AWARDEES: Awardees are subject to validation and verification of eligibility and compliance with all UTAG program requirements. The awardees will be selected and notified by telephone and/or email, at USTAR's discretion.

REPORTING AND PUBLICITY: During the award period and for at least 5 years following the initial receipt of UTAG funds, awardees will be required to report to USTAR or a USTAR-designated 3rd party the following information, as applicable: amount and source of funding other than USTAR funding expended on a UTAG-supported technology, a copy of any related technology disclosures filed with the university, a copy of any related patent filings, a copy of any related license agreements, publications regarding the technology, the number of jobs within the university supported by development of the technology, and any other information reasonably requested by USTAR. If the university licenses out or otherwise transfers an interest in a UTAG-supported technology, the university must require the licensee/interest-holder entity to provide the following information to USTAR, as



applicable: public or private investment received by the licensee to support the technology, amount of sales and revenue generated by the technology, the number of jobs created by the entity, and the location of the entity.

By participating in UTAG, applicants agree to participate in any media or promotional activity resulting from UTAG as reasonably requested by USTAR and agree and consent to use of their name and/or likeness by USTAR. USTAR will contact applicants in advance of any media requests for interviews. USTAR reserves the right to publish the name and likeness of the applicants, the finalists and the awardee on the UTAG Site or through other media for publicity purposes.

ELIMINATION: Failure to comply with federal, state, and local laws and regulations may result in disqualification. USTAR reserves the right to disqualify any applicant from UTAG if, in USTAR's sole discretion, it reasonably believes that the Applicant has attempted to undermine the legitimate operation of UTAG in any way, including by cheating, deception, or other unfair playing practices or by annoying, abusing, threatening or harassing any other applicants, USTAR, or its affiliates. Any false information provided within the context of UTAG by applicant concerning identity, mailing address, telephone number, email address, ownership of right, data, technology or non-compliance with these Official Terms and Conditions or the like may result in the immediate elimination of the applicant from UTAG.

TAXES: To the extent permitted by law, all taxes imposed on funding are the sole responsibility of the awardees or their universities. In order to receive funding, potential awardees must submit tax documentation requested by USTAR or otherwise required by applicable law, to USTAR or a representative for USTAR or the relevant tax authority, all as determined by applicable law. If a potential awardee fails to provide such documentation or comply with such laws, the funding may be forfeited and USTAR may, in its sole discretion, select an alternate potential awardee.

INTELLECTUAL PROPERTY RIGHTS AND RECORDS ACCESS: As between USTAR and the applicant, the applicant or the applicant's university retains ownership of all intellectual and industrial property rights (including moral rights) in and to the technology. Applicant or the applicant's university agrees to file a business confidentiality statement as part of the application as required by Utah's Government Records Access and Management Act (Utah Code § 63G-2). USTAR will classify information as required by law.

PRIVACY: Applicants agree and acknowledge that personal data submitted with an application, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by USTAR and its affiliates for the purposes of conducting and administering UTAG.

WARRANTY AND INDEMNITY: Applicants and the applicants' universities warrant that their applications are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted application and that they have the right to submit the application and grant all required licenses. Each applicant and applicant's university agrees not to submit an application that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law. To the maximum extent permitted by law, applicant indemnifies and agrees to keep indemnified USTAR at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the applicant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, applicant and applicant's university agrees to defend, indemnify and hold harmless USTAR from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from: (i) the application or other material uploaded or otherwise provided by applicant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any



misrepresentation made by applicant in connection with UTAG; (iii) any non-compliance by applicant with these Terms and Conditions; (iv) claims brought by persons or entities other than the parties to these Official Terms and Conditions arising from or related to applicant's involvement with UTAG; (v) acceptance, possession, misuse or use of any funding or participation in any UTAG-related activity or participation in UTAG; (vi) any malfunction or other problem with UTAG Site in relation to the participation in UTAG by applicant; (vii) any error in the collection, processing, or retention of application or information in relation to the application and participation in UTAG by applicant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any funding or awardees in relation to the application and participation in UTAG by applicant.

INTERNET AND DISCLAIMER: USTAR is not responsible for any malfunction of any part of the USTAR Site, UTAG Site or other related site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed applications due to USTAR errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or USTAR/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the UTAG Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit applicant's/consumer's ability to participate respectively. USTAR is not responsible for the policies, actions, or inactions of others, which might prevent applicant from participating and/or claiming funding in UTAG. USTAR's failure to enforce any term of these Official Terms and Conditions will not constitute a waiver of that or any other provision. USTAR reserves the right to disqualify applicants who violate the Terms and Conditions or interfere with UTAG in any manner. If an applicant is disqualified, USTAR reserves the right to terminate that applicant's eligibility to participate in UTAG.

RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason UTAG is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of UTAG, USTAR reserves the right at its sole discretion to cancel, terminate, modify or suspend UTAG. USTAR further reserves the right to disqualify any applicant who tampers with the submission process or any other part of UTAG or UTAG Site. Any attempt by an applicant to deliberately damage any website, including UTAG Site, or undermine the legitimate operation of UTAG is a violation of criminal and civil laws and should such an attempt be made, USTAR reserves the right to seek damages from any such applicant to the fullest extent of the applicable law.

NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of an application into UTAG, the awarding of a funding, or anything in these Official Terms and Conditions be construed as an offer or contract of employment with USTAR or its affiliates. Applicants acknowledge that they submitted their application voluntarily and not in confidence or in trust. Applicants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between applicant and USTAR or its affiliates and that no such relationship is established by submission of an application under these Official Terms and Conditions.

FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Official Terms and Conditions shall be governed by, subject to, and construed in accordance with the laws of the State of Utah, United States of America, excluding all conflict of law Terms and Conditions. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County. If any provision(s) of these Official Terms and Conditions are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with UTAG are hereby excluded, and applicants expressly waive any and all such.



August 8, 2017