

RESEARCH AGREEMENT 5000
between
PATCH'S COFFEE FUND
and
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This Research Agreement is entered into this 1st day of November, 2020 (“Effective Date”), by and between Patch’s Coffee Fund. (“**Sponsor**”) and **The Regents of the University of California**, on behalf of its Davis campus, (“**University**”), hereinafter the “Parties.”

1. **Scope of Work / Budget.** University researchers shall use their reasonable efforts to evaluate the effect of consuming coffee on domestic house cats, hereafter referred to as “the Project.”
2. **Principal Investigator.** The performance of work and technical report preparation shall be under the direction of Charlie Apple, Principal Investigator, and shall be in accordance with applicable University policies.
3. **Period of Performance.** The work under this Research Agreement shall be performed during the period of December 1, 2020 through November 31, 2021, unless otherwise changed in accordance with the “**Termination**” or “**Modifications and Amendments**” Articles of this Agreement.
4. **Reports.** Sponsor shall treat all reports submitted by the University under this agreement as confidential.
5. **Consideration.**
 - A. For the performance of work hereunder of the project, Sponsor shall pay University expenses, direct and indirect. The total allowable costs hereunder shall not exceed \$160,000.

8. Patent Rights.

To the extent the University has the legal right to do so and to the extent Sponsor pays all direct and indirect costs of the research project, including a proportionate share of the Principal Investigator's salary, University shall offer to Sponsor, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate an exclusive, royalty-bearing license to University’s interest in any inventions conceived and first actually reduced to practice in the direct performance of the research under this Research Agreement.

10. Applicable Law. This agreement is subject to all applicable federal laws of the United States of America.

17. Entire Agreement. The terms and conditions contained herein and in the following attachment constitute the entire Research Agreement between Sponsor and University.

IN WITNESS WHEREOF, the Parties have executed this Research Agreement on the dates noted below.

PATCH'S COFFEE FUND ("Sponsor")

The Regents of The University of California,
Davis ("University")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: November 1, 2020

Date: November 1, 2020