RESEARCH AGREEMENT NO. _____

This agreement ("Agreement") is entered into this _____ day of _____, by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Irvine campus ("University") and _____, a _____ corporation, with offices at _____ ("Sponsor"). University and Sponsor shall be collectively referred to as the Parties and agree as follows:

1. **SCOPE OF WORK.** Professor Daniel Gajski is the University's Principal Investigator for this project and will be responsible for the direction of all effort hereunder in accordance with applicable University policies. The University's Center for Embedded Computer Systems will develop a SpecC Reference Compiler ("SCRC") that will translate SpecC language into C++ language for simulation and synthesis ("Research Project"). The SCRC will be based on the Language Reference Manual approved by the SpecC Technology Open Consortium ("STOC") and will include SpecC parser, C++ writer, run time library and test suite. The SCRC will be made publicly available under the Berkeley Software Distribution ("BSD") license by posting it on an open website. Version 1.0 of the SCRC will be available by June 2001. The University will maintain the SCRC and provide upgrades as requested by the STOC as long as sufficient funding is available.

2. **PERIOD OF PERFORMANCE.** The work under this Agreement shall be performed during the period beginning January 1, 2001, and ending December 31, 2001, unless extended by mutual written agreement.

3. **PAYMENT.** Sponsor will pay a fixed price of $_____. University will invoice Sponsor for the total amount upon receipt of a fully executed Agreement. Sponsor will make payment within thirty (30) days of receipt of the invoice from University by electronic fund transfer or by check. Electronic fund transfer should be made to the following account:

Name of Bank:	Bank of America
Branch:	1850 Gateway Boulevard
	Concord, California 94520
Account Name:	The Regents of the University of California
Account Number:	14990-50106 Routing #121000358

The transfer form should indicate that the funds are for this Agreement number, Professor Daniel Gajski, Principal Investigator.

If by check, it should be made payable to "The Regents of the University of California" and reference this Agreement number. Checks should be sent to: Contracts and Grants Accounting Office, 2650 Berkeley Place, University of California, Irvine, California, 92697-1050.

4. **RIGHTS IN DATA AND REPORTS.**

4.1 University shall provide Sponsor with a comprehensive report "SCRC Software Architecture and Implementation" by September 1, 2001, and any new reports with software upgrades.

4.2 University shall own the data and information developed under this Agreement and shall have the right to copyright and use, in whole or in part, any data and information received, collected, or developed under this Agreement.

4.3 Sponsor shall have the right to use any technical reports, data and information delivered hereunder by University for internal use.

4.4 Sponsor agrees that it will not use the names of University or its employees in any advertisement, press release or publicity with reference to this Agreement without the prior written approval of University. University shall have the right to acknowledge Sponsor's support of the research performed under this Agreement in scientific publications and other scientific communications.

5. **PUBLICATION.** SCRC will be placed in the public domain as open source code under the BSD license.

6. **EQUIPMENT.** In the event that University purchases equipment under this Agreement, title to such equipment shall vest in University.

7. **INDEMNIFICATION.** Sponsor agrees to defend, indemnify and hold University, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees. University agrees to defend, indemnify and hold Sponsor, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

8. **NOTICE.** Whenever any notice is to be given hereunder, it shall be in writing and shall be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class certified or registered mail, postage prepaid, to the following addresses:

University:	The Regents of the University of California	Sponsor:	_____
	Sponsored Projects Administration		_____
	Office of Research Administration		_____
	University of California, Irvine		_____
	160 Administration Building		_____
	Irvine, California 92697-1875		_____
Attention:	Doug Bickham	Attention:	_____

9. **TERMINATION.** This Agreement may be terminated by University or Sponsor upon the giving of ninety (90) days prior written notice to the other if either party determines, in its discretion, that Research Project is no longer academically, technically, or commercially feasible. Upon receipt of such notice of termination, University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Sponsor is to be liable. University shall refund to Sponsor any remaining funds provided for the Research Project beyond University's costs incurred through the date of termination, including without limitation, all uncancelable obligations.

10. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

11. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

   IN WITNESS WHEREOF duly authorized representatives of the Parties have entered into this Research Agreement as of the date first written above.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By	_____	
	(signature)	
By	_____	
	(name)	
Title	_____	
	(title)	
Date	_____	

SPONSOR

By	_____	
	(signature)	
By	_____	
	(name)	
Title	_____	
	(title)	
Date	_____	

1/25/01