

**REQUEST FOR PROPOSALS FOR ACADEMIC STUDY ON METHODS TO DETECT
AND RESOLVE RURAL CALL COMPLETION PROBLEMS IN REAL TIME**

ISSUED BY VERIZON BUSINESS NETWORK SERVICES, INC. (VERIZON)

ONE VERIZON WAY, BASKING RIDGE, NJ, 07920

RCC-PROPOSALS@ONE.VERIZON.COM

REQUEST FOR PROPOSALS FOR ACADEMIC STUDY ON METHODS TO DETECT AND RESOLVE RURAL CALL COMPLETION PROBLEMS IN REAL TIME

Background

The Federal Communications Commission (FCC) has found that problems of completing calls to rural areas, particularly areas served by rural incumbent local exchange carriers (ILECs) continue to be frequent and pervasive throughout rural America. The problems manifest themselves in a variety of ways, including lengthy periods of dead air on the calling party's end after dialing a number, audible ringing tones on the calling party's end when the called party's telephone never rings at all, false busy signals, inaccurate intercept messages, the inability of one or both parties to hear the other when the call does go through, and calls simply not arriving at their destinations. The FCC has stated that the inability to complete calls reliably threatens public safety and contravenes the public interest. For example, the FCC has received examples of life-threatening call failures, including a situation where an on-call surgeon was unable to receive a call from a hospital for emergency surgery and a 911 call center was unable to do emergency call backs.

According to the FCC, there appear to be multiple factors that cause rural call completion problems. Rural associations (trade associations representing rural ILECs, or RLECs) posit that the call completion problems may arise from the manner in which originating providers set up the signaling and routing of their calls, and that many of these call routing and termination problems can be attributed to intermediate providers. The rural associations argue that least cost routing carriers offer terminating services at low rates, and that some least cost routing carriers may provide inferior service for a low rate.

The FCC has stated that one key reason for the increased problems in rural areas is that a call to a rural area is often handled by numerous providers in the call's path. Given the particularly high rates long-distance providers incur to terminate long-distance calls to rural rate-of-return carriers, long-distance providers have additional incentives to reduce the cost of calls. For example, the disparity between interstate rates can be 5-6 cents per minute for rate-of-return areas and just over half a cent per minute for price cap areas. As a result, there is greater incentive for the long-distance provider to hand off the call to an intermediate provider that is offering to deliver it cheaply—and potentially less incentive to ensure that calls to rural areas are actually completed properly. The prevalence of these problems accords with providers' incentives to engage in blocking or degrading traffic, or similar behavior, in an effort to minimize their intercarrier compensation payments.

Project Description

In order to advance understanding of the reasons for rural call completion failures and to further the effort to detect and resolve the incidence of such failures, Verizon is sponsoring academic research on the methods to detect and resolve rural call completion problems in real time. This Request for Proposals (RFP) provides information and instructions on how to submit a proposal for sponsored academic research on this topic.

Amount of Funding

The minimum amount of funding for the sponsored research is \$30,000 and the maximum amount of funding that could potentially be awarded is \$50,000.

Project Requirements

The grant recipient shall be required to enter into a sponsored research agreement with Verizon that contains terms and conditions substantially equivalent to those set forth in Exhibit A to this RFP (Form of Sponsored Research Agreement). The agreement shall, at a minimum, require the grant recipient to:

- conduct a literature review to obtain necessary background information on the topic of rural call completion to include, at a minimum, (a) review of materials submitted in the FCC's Wireline Competition Bureau Docket No. 13-39 (*In the Matter of Rural Call Completion*) (available online through the FCC's EDOCs system at https://apps.fcc.gov/edocs_public/edocsLink.do?mode=basic&type=n) and (b) review of the Alliance for Telecommunications Industry Solutions, Intercarrier Call Completion/Call Termination Handbook (2012) (ATIS Handbook), available at <https://www.atis.org/docstore/product.aspx?id=26780>;
- meet with Verizon's selection committee in-person at the outset of the project to discuss issues relating to rural call completion and to receive further background information relating to the topic;
- meet in-person or by teleconference with at least six other industry participants or trade associations identified by the Verizon selection committee to obtain their input on issues relating to rural call completion;
- develop and deliver one or more systems and/or methods to detect and resolve rural call completion issues in real time, as specified in the Project Statement to be developed under the sponsored research agreement;
- complete the sponsored research in accordance with the terms of the sponsored research agreement by December 31, 2016;
- present the findings of the sponsored research, at up to three separate in-person meetings, (a) to the Verizon selection committee, (b) to the FCC, and (c) to industry participants generally during an industry Workshop on Rural Call Completion to be organized by Verizon following completing of the research;

- meet with Verizon by teleconference upon request, and occasionally in-person if requested, at mutually agreeable places and times, to discuss the status and progress of the research.

Contents of Proposals

Proposals must describe:

- the submitter’s biographical and professional information and contact information, including a description of any relevant prior research, publications, or other professional experience related to the topic of this RFP, network signaling, or the telecommunications industry generally;
- any research on related topics or in related fields already undertaken or conducted by the submitter, and any papers or articles published by the submitter on the topic of rural call completion or related topics (e.g., network management, signaling, etc.);
- the submitter’s intended approach and methodology;
- in detail, the proposed method or methods for detecting and resolving rural call completion issues in real time that the submitter intends to explore, including specifically the proposed working definition for “real time,” as well as the testing methodology the submitter intends to employ to demonstrate and validate the proposed method or methods;
- any information or data requirements the submitter anticipates (Verizon is willing to work with the grant recipient to provide reasonable access to traffic data, if necessary, consistent with all applicable legal obligations);
- any issues with respect to the submitter’s ability to comply with the requirements set forth in this RFP;
- the baseline scope of work and deliverables that will be provided with funding at the \$30,000 level. Proposals may also describe additional scope of work or deliverables that would be provided with funding at the \$50,000 level.

Process for Submitting Proposals

- **DO NOT SUBMIT CONFIDENTIAL INFORMATION IN RESPONSE TO THIS RFP.** All materials submitted to Verizon in response to this RFP shall become the property of Verizon.
- Submitters interested in potentially submitting a proposal should indicate their interest by sending an email with their contact information to rcc-proposals@one.verizon.com.

Questions regarding this RFP may be submitted to rcc-proposals@one.verizon.com. Verizon will maintain a list of potential submitters, and provide all potential submitters with a list of questions received and Verizon's responses to those questions. The identity of the submitter posing the question will not be revealed in Verizon's distribution of the question and Verizon's response to interested submitters. Questions and responses to questions will not be provided in real time, but rather will be collected and released to submitters periodically, likely once per week, depending on volume.

- Verizon reserves the right to issue supplements or clarifications to this RFP in response to or as a result of Verizon's review of proposals it receives. Any such supplement or clarification will be provided to all submitters who have provided their contact information as instructed above.
- Verizon reserves the right, in consultation with and subject to the approval of the FCC, to cancel this RFP and not award a grant if there is an insufficient response or if none of the proposals appear reasonably calculated to result in development of a viable system or method that will substantially assist in detecting and resolving rural call completion problems in real time.
- Proposals will be accepted until midnight Eastern Daylight Time on Thursday, July 2, 2015.
- Proposals must be submitted as an attachment in Adobe .pdf format by electronic mail to rcc-proposals@one.verizon.com.
- Proposals shall be no longer than ten pages when printed on standard letter-sized paper utilizing 12 point font and reasonable margins. Proposals may incorporate graphics, tables, charts, or other renderings, but must be able to be fully evaluated in print in black-and-white (no color); multimedia proposals will not be accepted.

Selection Process and Criteria

- Verizon intends to select a potential grant recipient and execute a sponsored research agreement with that awardee no later than Wednesday, September 9, 2015. Selection of a grant recipient is subject to review and concurrence by the FCC.
- Preference will be given to proposals that are most likely, as determined in Verizon's sole discretion, to result in:
 - systems and methods, including metrics, methodologies, or other tools, that can detect potential call completion issues in real time;
 - systems and methods that will work across a broad range of technologies, including SS7 and SIP signaling protocols and other industry standard or

proprietary signaling protocols in common or wide-spread use through the communications industry;

-- systems and methods that can be deployed efficiently and cost-effectively in an automated manner in carrier-grade networks and infrastructure;

-- systems and methods that are simple to adopt and administer;

-- systems and methods that minimize the incidence of false-positive events (indication of call completion issues where none in-fact are present);

-- systems and methods that will work across different vendor platforms;

-- systems and methods that can be based on or seamlessly integrated into existing carrier Operations Support Systems and environments, including existing industry standards for OSS and major switch vendor platforms.

-- systems and methods that have the potential to accurately identify the use of fraudulent or otherwise inappropriate call termination methods by carriers involved in the call completion process.

Schedules and Deadlines

- Midnight Eastern Daylight Time on Thursday, July 2, 2015: Deadline to submit proposals.
- Wednesday, September 9, 2015: Date by which the Verizon selection committee will have selected a potential grant recipient and executed a sponsored research agreement; start of project.
- December 31, 2016: Date by which sponsored research must be completed.
- June 30, 2017: Date by which meetings with the Verizon selection committee and the FCC, and participation in the industry Workshop on Rural Call Completion shall be completed.

Terms and Conditions of RFP Response Process

By submitting a proposal or any other information to Verizon in connection with this RFP, you are agreeing to the following:

- **YOU WILL NOT SUBMIT CONFIDENTIAL INFORMATION IN RESPONSE TO THIS RFP.** All materials submitted to Verizon in response to this RFP shall become the property of Verizon. Materials shall be used by Verizon solely for purposes of

evaluating the proposals and selecting a potential grant recipient. Materials submitted by the eventual grant recipient may be used thereafter in connection with and as permitted by the sponsored research agreement between Verizon and the grant recipient.

- Materials submitted to Verizon in response to this RFP shall not be returned to the submitter. Upon entering into a sponsored research agreement with a grant recipient, Verizon shall destroy any materials submitted by other submitters provided that Verizon's legal counsel may retain summary descriptions of or copies of such submitted materials to the extent necessary to document Verizon's compliance with its obligations in respect of this academic grant.

By submitting a proposal or any other information to Verizon in connection with this RFP, you are representing that the material terms of the attached Sponsored Research Agreement are acceptable to you, your University, and any other person or entity that would be required to approve such terms as a condition of your entering into such an agreement with Verizon.

Exhibit A: Form of Sponsored Research Agreement

SPONSORED RESEARCH AGREEMENT

THIS SPONSORED RESEARCH AGREEMENT (“Agreement”), is made by and between _____ (“University”), an educational institution organized under the laws of the State of _____ and having a place of operations at _____, and _____ (“Verizon”), a _____ organized under the laws of the state of _____, having a place of business at _____ (University and Verizon together being the “Parties” and individually each a “Party”).

WITNESSETH

WHEREAS, Verizon desires that the University perform certain research work as described in the Project Statement(s) made exhibits to this Agreement, and is willing to provide funding and/or other resources in support of such research work; and

WHEREAS, the University is willing and desires to perform such research work for Verizon;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement and any Exhibits hereto shall have the following meanings.

1.1. “Affiliate” means, with respect to a specified Party, any association, corporation, educational institution, government entity, individual, limited liability company, partnership, trust or other entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Party.

1.2. “Intellectual Property” means ideas, inventions (whether patentable or not), discoveries, improvements, designs (useful or ornamental), works of authorship, patents and patent applications, copyrights and copyright registrations, mask-works, trade secrets, and all know-how related thereto. Intellectual Property shall not include any trademarks, trade names, trade dress or other indicia of origin of either Party or any Third Party (and no right or license to such is granted by either Party to the other Party under this Agreement).

1.3. “Non-Project IP” means any Intellectual Property that (a) was created or discovered prior to the Effective Date, or (b) was created or discovered after the Effective Date but not in the course of performing the Research Project.

1.4. “Papers” means works of authorship that are derivative of or otherwise incorporate the Project Materials or Verizon Confidential Information (or any portion thereof).

1.5. “Project Effective Date” means the date specified in the Project Statement as the effective date of the Research Project or, if not specified in the Project Statement, the latest date of execution of the Project Statement by the Parties.

1.6. “Project End Date” means the date specified in the Project Statement as the effective date of the Research Project or, if not specified in the Project Statement, June 30, 2017.

1.7. “Project Inventions” means any inventions (whether patentable or not) discovered, conceived of or reduced to practice (as those terms are understood under 35 U.S.C. § 1 et seq.) by one or more University Personnel in the course of the Research Project (whether alone or jointly with Verizon personnel).

1.8. “Project IP” means: (a) patent applications and patents based on Project Inventions; (b) any copyrights in a work of authorship created by one or more University Personnel and fixed in a tangible medium (as those terms are understood under 17 U.S.C. § 101 et seq.) in the course of the Research Project; and (c) any know how discovered or created by one or more University Personnel in the course of the Research Project. Notwithstanding the forgoing, Project IP does not include any Non-Project IP.

1.9. “Project Materials” means all tangible materials developed or discovered in the course of a Research Project. Project Materials shall include any specific items identified in the Project Statement made an Exhibit hereto.

1.10. “Project Period” means the time period commencing on the Project Effective Date, and extending to the shorter of (a) the termination of this Agreement, or (b) the Project End Date.

1.11. “Project Statement” means a written description of the research to be performed by University (through its Research Leader) pursuant to this Agreement, and made an Exhibit to this Agreement. Such Project Statement may describe activities, systems, schedules, milestones, specific Project Materials, Verizon Confidential Information, Project IP, test plans, acceptance criteria, and other aspects of the research to be performed, as the Parties deem desirable.

1.12. “Research Funding” means the amount specified in the Project Statement which Verizon agrees to pay to University in consideration of the associated Research Project and the terms of this Agreement as applicable to such Research Project. Research Funding is inclusive of any and all applicable taxes.

1.13. “Research Leader” means the University employee that shall conduct and/or supervise the conduct of a Research Project.

1.14. “Research Project” means the work conducted pursuant to the Project Statement.

1.15. “Third Party” means any association, corporation, educational institution, government entity, individual, limited liability company, partnership, trust or other legal entity that is not Verizon and its Affiliates, or University and its Affiliates.

1.16. “Third Party IP” means any Intellectual Property that is owned by a Third Party.

1.17. “University Personnel” means employees, officers, students or agents of University.

1.18. “Verizon Confidential Information” means business and/or technical information made available to University by Verizon which (a) is identified as confidential by Verizon, or (b) based on the nature of the information, would be reasonably understood as requiring confidential treatment. Notwithstanding the foregoing, Verizon Confidential Information shall not include any information that: (a) prior to its development by or disclosure to University, was lawfully and rightfully known by or available to University, without restriction on use or disclosure, as evidenced by prior written records or other documentary evidence; (b) through no breach of this Agreement or fault on the part of University, becomes or has become publicly known without restriction; (c) is developed by University independently from and without access to Verizon Confidential Information, as evidenced by prior written records or other documentary evidence; (d) is lawfully received by University from a Third Party without restriction on use or disclosure and without breach of this Agreement or any other agreement, or breach of any fiduciary obligation or obligation of confidentiality, as evidenced by reasonably documented proof; or (e) is approved, in writing and in advance, by Verizon for public release or use, without restriction.

2. RESEARCH ACTIVITY

2.1. University agrees to undertake the Research Project as described in the Project Statement attached hereto as Exhibit A to this Agreement. The terms of this Agreement shall be applicable to such Research Project. The term of the Research Project shall commence on the Project Effective Date and continue thereafter until the end of the Project Period. Work on the Research Project shall be according to the guidelines, schedules, milestones, test plans and other direction provided in the associated Project Statement.

2.2. University is under no obligation to Verizon to perform work on the Research Project beyond that which is funded by Verizon pursuant to Section 4 of this Agreement, and Verizon is under no obligation to support the Research Project for more than the Project Period or in any manner other than as expressly set for in Section 4 of this Agreement.

2.3. University shall provide to Verizon all Project Materials and Project IP developed or discovered in the course of performing the Research Project according to the schedule provided in the Project Statement, but in any case no later than the end of the Project Period.

2.4. Unless otherwise specified in this Agreement (including the Project Statement made an exhibit hereto), Verizon shall not control University as to the details or means by which a Research Project is performed. Notwithstanding the foregoing, Verizon shall have the right to convene reasonable mutually-convenient periodic meetings (whether telephonic or in person) with the Research Leader to discuss and obtain information concerning the progress in performing the Research Project. Travel, including to any meetings, by University Personnel must be pre-approved in writing by Verizon.

3. OBLIGATIONS/RESTRICTIONS

3.1. Unless otherwise specified in this Agreement or the Project Statement, University shall not include in any Project Materials, Verizon Confidential Information or Project IP any Third Party IP without the prior written consent of Verizon.

3.2. Both Verizon and University agree that University (including University Researchers) are independent contractors with respect to Verizon in the performance of the Research Project, and nothing in this Agreement or its performance shall be construed as creating an employer-employee relationship, partnership, or joint venture relationship, or the promise or expectation of any of them, between Verizon and University or any other person or entity. University acknowledges that neither it nor any of its employees, students or agents will be eligible for any benefits provided by Verizon to Verizon's employees, nor shall they be deemed beneficiaries of any legal duties Verizon would owe to them if they were employees or agents of Verizon. University shall be responsible for all federal, state and local taxes, as applicable, with respect to transactions under this Agreement. University shall be solely responsible for arranging withholding and payment of all required taxes arising out of University's activities in accordance with this Agreement, including without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or license fees related to University's activities. University agrees to indemnify Verizon for any and all sums that are due and owing for withholding FICA and unemployment taxes if Verizon is held liable for such taxes on behalf of University Personnel.

4. PAYMENTS

On or before the Project Effective Date, Verizon shall pay the Research Funding to the University, which shall be used by the University solely to fund the Research Project during the Project Period; it being understood and agreed that, if the Research Project or this Agreement is terminated or cancelled prior to the Project End Date pursuant to Subsection 7.2, a pro rata share of the Research Funding shall be refunded to Verizon. The University shall be responsible for any and all taxes related to the Research Funding.

5. INTELLECTUAL PROPERTY

Each Party shall retain ownership (or other interest) in its Non-Project IP. Verizon shall own all Project IP, and University hereby assigns to Verizon all worldwide right, title and interest in such Project IP. University agrees to cooperate (and cause its Affiliates, employees, contractors, students and agents to cooperate) as reasonably required in order to protect any such Project IP under any available legal process for protection (including, without limitation, patent applications and copyright registrations). Such cooperation shall include: (a) disclosing any Project Inventions promptly after conception or reduction to practice of such Project Inventions, and (b) executing any documents required in order to file or perfect any interest in patent applications and patents for Project Inventions (including any assignments or licenses related to this Section 5).

6. CONFIDENTIALITY AND PUBLICATIONS

6.1. In the course of the Research Project (and other obligations under this Agreement), University Personnel may be provided by Verizon or its Affiliates with, or may develop or otherwise come into possession of, Verizon Confidential Information. University shall not use Verizon Confidential Information except in furtherance of the Research Project. University agrees not to disclose Verizon Confidential Information to anyone other than those University Personnel with a need to know such Verizon Confidential Information for the purpose of performing or administering the Research Project, and have agreed in writing with University (or are obligated by a professional or fiduciary relationship to University) to maintain the confidentiality of any Verizon Confidential Information under terms no less restrictive than the terms set forth in this Agreement. University agrees to protect Verizon Confidential Information from unauthorized disclosure or use in a manner similar to confidential information of University (but in no event using less than a reasonable degree of care).

6.2. In order to avoid disclosure of Verizon Confidential Information in a Paper, University agrees to provide Verizon with a copy of any Paper at least sixty (60) days prior to the initial disclosure, display, performance, distribution or presentation of such Paper, along with the anticipated date of such disclosure, display, performance, distribution or presentation. Verizon shall provide University with any modifications to such Paper thirty (30) days prior to the anticipated date of disclosure, display, performance, distribution or presentation, or thirty (30) days from the receipt of the Paper by Verizon (whichever is longer). Verizon's modifications shall be limited to (a) redaction or obscurement of Verizon Confidential Information, and (b) inclusion of a Verizon approved disclaimer as to Verizon.

6.3. University shall be authorized to disclose Verizon Confidential Information pursuant to the request of a legislative/administrative body or court of competent jurisdiction, but only to the extent that: (a) such disclosure is required by a valid and applicable law, regulation, rule or order; (b) notice is given by University to Verizon of such request, which notice is adequate and timely to enable Verizon to seek an appropriate protective order or exemption from such request; and (c) University has waited to disclose the Verizon Confidential Information until the earlier of (i) the deadline for response to the request, or (ii) a final decision on any protective order or exemption sought by Verizon, and University shall comply with the terms of any such protective order or exemption.

6.4. With respect to any Verizon Confidential Information, Verizon shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach, or threatened breach, by University of its obligations under this Section 6. Such remedy shall be in addition to all other remedies, including money damages, available to Verizon at law or in equity.

7. TERM AND TERMINATION/CANCELLATION

7.1. This Agreement shall be effective as of the latest execution of the Parties indicated below, and continue until terminated as set forth in this Section 7.

7.2. This Agreement may be terminated/cancelled by either Party due to the other Party's material breach of any of the terms of this Agreement, which breach is not remedied within thirty (30) days of written notice of such breach to the breaching Party. University shall refund the pro-rata amount of the Research Funding for any termination/cancellation by Verizon pursuant to this Subsection.

7.3. This Agreement may be terminated/cancelled by Verizon at any time, for any reason, upon thirty (30) days written notice in advance to University. University may keep the full amount of the Research Funding if termination is pursuant to this Subsection 7.3, without further obligations to continue the Research Project.

7.4. On any expiration/termination/cancellation of this Agreement: (i) University shall return/destroy all Verizon Confidential Information associated with the Research Project and provide written certification to Verizon of its compliance with this Subsection; and (ii) University shall provide Verizon with all copies of Project Materials and Project IP in the form and content in which they exist at the time of termination/cancellation.

7.5. The rights and remedies specified in this Agreement for a Party upon breach by the other Party are cumulative and in addition to all other rights and remedies provided and available to the Parties in equity or at law.

7.6. The provisions of Sections 1, 3, 4, 5, 6, 7, 8 and 9 shall survive any expiration/termination/cancellation of this Agreement (or any Research Project hereunder).

8. LIABILITY LIMITATIONS

8.1. EXCEPT FOR BREACHES WITH RESPECT TO THE PROVISIONS OF SECTIONS 5 AND 6, NEITHER VERIZON OR ITS AFFILIATES NOR UNIVERSITY OR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY RESEARCH PROJECT OR ANY PORTION OF THE FOREGOING, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. EXCEPT FOR BREACHES WITH RESPECT TO THE PROVISIONS OF SECTIONS 5 AND 6, THE CUMULATIVE LIABILITY OF VERIZON OR ANY OF ITS AFFILIATES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE RESEARCH FUNDING ACTUALLY PAID TO UNIVERSITY UNDER THIS AGREEMENT. EXCEPT FOR BREACHES WITH RESPECT TO THE PROVISIONS OF SECTIONS 5 AND 6, THE CUMULATIVE LIABILITY OF UNIVERSITY OR ANY OF ITS AFFILIATES ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE RESEARCH FUNDING ACTUALLY PAID TO UNIVERSITY UNDER THIS AGREEMENT.

THE PROVISIONS OF THIS SECTION 8 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN VERIZON AND UNIVERISTY. VERIZON AND

UNIVERSITY WOULD NOT BE ABLE TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.

9. GENERAL PROVISIONS

9.1. This Agreement shall be governed by the laws of the State of New York, without regard to the conflict of laws provisions thereof.

9.2. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, by certified or registered mail (return receipt requested), or by express courier with parcel tracking capability, and shall be deemed given upon actual receipt or three (3) days after deposit with the carrier (whichever is earlier). Notices shall be sent to the Parties at the addresses provided below, or such other address as either Party may designate for itself in writing.

Address for Notices to Verizon:

With copy to:

Intellectual Property Counsel
Verizon Legal Department
One Verizon Way
Basking Ride, NJ 07920

Address for Notices to University:

9.3. Verizon and University shall comply (each at its own expense) with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in performance under this Agreement, including but not limited to, the Americans with Disabilities Act, the Fair Labor Standards Act of 1938, safety and environmental laws, rules and regulations, any laws, rules and regulations regarding wages, hours, fringe benefits and taxes, federal and state occupational safety and

health laws, and any laws and regulations related to export control, immigration and national security.

9.4. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement, or its rights and/or obligations hereunder, without the prior written consent of the other Party, except that either Party may assign this Agreement and any of its rights and obligations hereunder without prior consent of the other Party to its Affiliates or to a purchaser of all or substantially all of the assets of one or more internal operating divisions, or in connection with a consolidation, merger or divestiture, provided that the assignee or transferee will be bound by the assigned portion of the assignor Party's obligations. Any attempted assignment in violation of this Subsection shall be null and void.

9.5. Failure of a Party to enforce any of the provisions of this Agreement shall not constitute (or be construed as) a waiver thereof. Waiver by either Party of any breach by the other Party of, or failure by the other Party to comply with, a provision of this Agreement shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

9.6. In the event any provision of this Agreement shall be held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect unless such unenforceable provision shall materially affect the essence of the Agreement and the Party benefiting from said unenforceable provision does not waive its rights to benefit therefrom.

9.7. Neither Party, nor agents and employees thereof, shall under any circumstances be deemed agents, employees, or servants of the other Party for any purpose whatsoever. Neither Party shall have any right or authority to enter into any contracts or commitments in the name of or on behalf of the other Party nor bind or purport to bind the other Party in any manner whatsoever.

9.8. Any headings of this Agreement have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms and provisions hereof.

9.9. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter herein and merges all prior discussions between them. Neither of the Parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized officer of the Party to be bound thereby.

9.10. This Agreement may be executed by each Party in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Sponsored Research Agreement:

VERIZON

UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PROJECT STATEMENT

I. RESEARCH PROJECT SUMMARY DATA

RESEARCH PROJECT NAME: _____

PROJECT EFFECTIVE DATE: _____

PROJECT END DATE: _____
(If blank, one year from Project Effective Date)

UNIVERSITY RESEARCH LEADER: _____

VERIZON CONTACT: _____

RESEARCH FUNDING: _____

II. RESEARCH PROJECT DETAILS

[To be inserted by the Research Leader/Verizon Contact. If there are specific materials to be produced (e.g., reports, software), please specify. If there are specific stages/timing to the research, please specify.]