

From HHS I
D. A. / [unclear]
[unclear]

RESEARCH AGREEMENT between the MASSACHUSETTS INSTITUTE OF TECHNOLOGY, hereinafter called "the Institute", and HONEYWELL INFORMATION SYSTEMS, INC., hereinafter called "The Sponsor". The Institute will undertake a research program for the Sponsor as follows:

1. THE FIELD OF RESEARCH. The field of research will be computer systems security.
2. PERIOD. This program will continue for six (6) months from January 1, 1974, and will be subject to renewal at six (6) month intervals until July 1, 1977, contingent on the availability of related Department of Defense funds to the Sponsor. The Sponsor will inform the Institute by April 1, 1974, of its ability to renew this program on July 1, 1974.
3. TERMINATION. This work may be terminated by either party on a ninety (90) day written notice subject to conditions and/or restrictions imposed by the use of U.S. Government funds. In the case of termination by the Sponsor, the Institute will be reimbursed for all commitments under Section 4. In the case of termination by the Institute, the Sponsor will be reimbursed all prepaid funds unspent under Section 4.
4. SPONSOR'S COMMITMENTS. The Sponsor will pay the cost of the research. This payment will be made on execution of

12

this agreement and will include:

- (a) that portion of salaries paid by the Institute to staff properly chargeable to the project and the wages of any others used by the project.
- (b) the cost of all materials, services, and equipment contracted for by the project.
- (c) a charge for indirect costs in accordance with the Institute's customary accounting methods.

Program coordination and technical guidance will be provided by the Sponsor's Program Manager.

5. INSTITUTE'S COMMITMENTS.

- (a) The research program will be under the supervision of Professor Jerome H. Saltzer, Principal Investigator for this research.
- (b) The scope and tasks of this research program will be defined in Attachment I, Statement of Work for Computer Systems Security Research. The Statement of Work will be reviewed by the Principal Investigator and the Program Manager, and modified by mutual agreement prior to each renewal period.
- (c) The cost of the research as defined in Attachment I will be established in a mutually agreed upon budget to be included as Attachment II to this agreement. The Institute will not exceed this budget without specific written authorization. Prior to each renewal

*Just need
copy of paper
done by [unclear]*

T. [unclear]

*Mon
[unclear]
[unclear]*

← ?

period, the budget will be reviewed by the Principal Investigator and the Program Manager and modified by mutual agreement to reflect changes to the Statement of Work and/or other new conditions. The estimated cost of the initial six (6) month period of this program is \$200,000.

- ?
- Seems
unstable
-200,000
for 6 months
contract
- (d) The Institute shall conduct bi-weekly review meetings, as required by the Program Manager. The Institute will present reports of progress and projected tasks for completion of the effort.
- (e) All data and reports required under this agreement are specified in the Statement of Work. The Institute will forward a copy of all reports produced during this research program directly to the Program Manager: Randall R. Spitzer, Honeywell (G1169), 2701 Fourth Avenue South, Minneapolis, MN. 55408
- Internal written
agreement
with Institute

6. PATENTS. Title and rights to any invention or discovery made or conceived in the performance of this research shall be determined according to the MULTICS HARDWARE AGREEMENT, dated _____, between the Sponsor and Institute and incorporated herein by reference. The Institute will required all employees engaged in the research to execute written agreements by which they bind themselves to perform as stated herein.

Need
copy
of
agreement

in the patent agreement

The provisions of this clause do not foreclose either the Sponsor or the Institute from later negotiating for greater rights than specified in the aforementioned MULTICS HARDWARE AGREEMENT.

7. PUBLICATION. The Institute will be free to publish papers dealing with results of research under this agreement, after giving a copy of the paper to the Sponsor.

8. COPYRIGHTS.

Copyright rights

9. DATA RIGHTS.

10. USE OF THE NAME OF THE INSTITUTE. The Sponsor agrees not to use the name of the Institute or any member of its staff in sales promotion work or advertising, or in any form of publicity without the written permission of the Director of the Division of Sponsored Research.

11. MODIFICATIONS AND AMENDMENTS.

8A. Notwithstanding the provisions of Paragraph 8 with respect to those elements of HIS MODIFIED MULTICS SOFTWARE developed jointly by M.I.T. and HIS under research agreements for Computer Systems Security, M.I.T. shall have the non-exclusive worldwide right to license others to reproduce and use said elements of HIS MODIFIED MULTICS SOFTWARE and to lease, sell, or otherwise transfer to others copies of said elements of HIS MODIFIED MULTICS SOFTWARE. All income and royalties earned by M.I.T. from the licensing, leasing, selling or transferring of said elements of HIS MODIFIED MULTICS SOFTWARE, shall be apportioned between M.I.T. and HIS in the manner described in Paragraph ⁸ concerning the distribution income and royalties earned by HIS.

Where is the word "his" put?