

## Sample Cooperative Research Agreement

This Agreement is made and entered into on .....by \_\_\_\_\_ a research organization established (hereinafter **INSTITUTE**), having its principle office at \_\_\_\_\_; and

\_\_\_\_\_ A \_\_\_\_\_ (hereinafter **COLLABORATOR I**), having its principle office at \_\_\_\_\_; and \_\_\_\_\_ a \_\_\_\_\_ (hereinafter **COLLABORATOR II**), having its principle office at \_\_\_\_\_.

WHEREAS, researchers at **INSTITUTE**, **COLLABORATOR I** and **COLLABORATOR II** are collaborating and continue to collaborate on research pertaining to \_\_\_\_\_ and,

WHEREAS, certain intellectual property including patents and patent applications and plant varieties may be derived from this collaborative research effort; and,

WHEREAS, the researchers agreed at the onset of the that the Joint Project (as defined in **Article I**) would be a joint effort and that the intellectual property or any other benefits that might be derived from the collaboration would be commonly owned by the researchers and their respective institutions; and,

WHEREAS, **INSTITUTE**, **COLLABORATOR I** and **COLLABORATOR II** wish to provide for the handling and division of the patenting costs and the monies received from any option to license or license under said patent rights,

NOW THEREFORE, in consideration of the mutual benefits to be derived hereunder, the **Parties** agree as follows:

### Article1 –Definitions

1.1 "Intellectual Property" shall mean patents, copyrights, trademarks, plant variety certification and any other forms of intellectual property that is protectable.

1.2 "Joint Ownership" shall mean two or more of the **Parties** have employees that are co-inventors to Intellectual Property.

1.3 "Joint Project" shall mean a collaborative research program between Parties of this agreement.

1.4 "**Party**" shall mean **INSTITUTE**, **COLLABORATOR I** and **COLLABORATOR II** individually or collectively they shall be referred to as "**Parties**".

### Article2 –Proprietary Rights

2.1 Title to Intellectual Property will be with the originating **Party** unless there is Joint Ownership

2.2 **INSTITUTE** will be responsible for the patenting and licensing of Intellectual Property with Joint Ownership. There will be joint assignment to Intellectual Property with Joint Ownership to the contributing **Parties**.

2.3 Licensing of jointly developed invention shall only be by mutual agreement of **Parties**. **INSTITUTE** shall take the lead in identifying potential licensees and negotiating license agreement(s) following consultations with the other two **Parties**.

2.4 Inventions developed by individual **Parties** under the Joint Project shall be available to the other two institutions through a non-exclusive, royalty-free license to use such inventions for internal, non-commercial purposes.

### **Article 3 – Protection Expenses**

3.1 National and foreign patent applications and plant variety certification applications for Joint Ownership shall be filed, prosecuted and enforced as mutually agreed upon between the **Parties** and enforced as mutually agreed upon between the **Parties**, and the **Parties** will share the expenses thereof as provided in **Article 3** section **3.2** hereof.

3.2 Unless agreed otherwise, all legal costs and fees incurred after the Effective Date of this Agreement will be shared equally by the institutions contributing to an invention for new plant variety, except that if any **Party** objects to the filing or continued prosecution of an application or enforcement of a patent or certificate in a particular country (or countries), the other **Party** (**Parties**) may proceed at its (their) own expense. If any **Party** (**Parties**) proceeds on its (their) own, the **Party** declining to proceed shall have no rights or interest in any patent or plant variety certification rights for said country (countries) in which it declines to proceed.

### **Article 4 – Income Distribution**

For Joint Ownership Intellectual Property the **Parties** agree to share equally all income received from licensing and commercialization of the Intellectual Property or any other technology that might result from the present and future collaboration on the Joint Project. In the event gross royalties do not cover the accrued legal costs expended by any **Party** with respect to jointly developed Intellectual Property, no **Party** shall be held responsible for reimbursing the other **Party** (**Parties**).

## **Article5 –Assign ability**

None of the **Parties** shall assign or transfer any of the rights under this Agreement without the prior written approval of the other **Parties** which such approval shall not be unreasonably withheld.

## **Article6 –Future Issues**

6.1 Any dispute arising of this Agreement or any difference of opinion between the parties hereto concerning their rights and obligations under this Agreement shall be finally resolved by arbitration. Such arbitration proceedings shall take place in Tehran in accordance with the international arbitration law of Iran, but the proceedings should take place in the English language. The decision of the arbitration proceedings shall be final and binding upon both parties.

6.2 This Agreement shall terminate with the expiration of the last to expire patents and/or plant variety certifications developed under this Joint Project, or on abandonment of all patent or plant variety applications developed under this Joint Project, provided such abandonment is by mutual consent.

6.3 This Agreement may be amended by mutual agreement of the **Parties**. Such amendments shall not be binding unless they are in writing and signed by authorized representatives of each **Party**.

## **Article7–Miscellaneous**

7.1 This construction, validity, performance and effect of this entire Agreement shall be governed by the laws of \_\_\_\_\_.

7.2 This Agreement sets forth the entire agreement and understanding between the **Parties** as to the subject matter thereof and merges all prior discussions between them.

7.3 If any provision of this Agreement shall be held to be invalid, such invalidity shall not affect any other provisions of this Agreement, but the remainder hereof shall be effective as though such invalid provisions had not been contained herein.

7.4 The researchers of each **Party** shall continue to be employees of that **Party** and shall not be considered to be employees of any other **Party**.

7.5 This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be the original without the production of the others.

In witness whereof, the **Parties** hereto have caused the Agreement to be executed in triplicate by their duly authorized representatives.

**INSTITUTE**

**COLLABORATOR I**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**COLLABORATOR II**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: