

## Sample Research Agreement

THIS AGREEMENT made and entered into on.....between ..... with an office at \_\_\_\_\_ (hereinafter "Recipient") and \_\_\_\_\_ with an office at \_\_\_\_\_ (hereinafter "Sponsor").

WHEREAS, the parties desire to conduct certain research programs of mutual interest to the parties; and

WHEREAS, such research programs may derive benefits for both Recipient and Sponsor through inventions, improvements or discoveries;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree to the following:

### Article1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean a project described in a fully executed Project Proposal.
- 1.2 "Project Proposal" shall mean a research proposal which is attached hereto and incorporated herein by reference.
- 1.3 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and discoveries, whether or not patentable or copyrightable, which are conceived and reduced to practice jointly by one or more employees of each Party during the term of this Agreement.
- 1.4 "Recipient Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries, whether or not patentable or copyrightable, which are conceived or made solely by one or more employees of Recipient in performance of the Project during the term of this Agreement.

### Article2. RESEARCH WORK

- 2.1 Recipient shall perform each Project in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the applicable Project Director ceases to direct the associated Project and a mutually acceptable substitute is not found within 80 days of such cessation, either Recipient or Sponsor shall have the option to terminate said Project.

### Article3. REPORTS

- 3.1 Written program reports describing the results of the applicable Project to date and information regarding the current status and future activities to be undertaken as part of such Project shall be provided by Recipient to Sponsor as required by the applicable Project Proposal, provided that such reports shall in no event be delivered less frequently than quarterly.
- 3.2 During the term of this Agreement, representatives of Recipient may meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results as well as ongoing plans, or changes therein, of each Project.
- 3.3 During the term of this Agreement, Recipient agrees to permit representatives of Sponsor to examine at any reasonable time:
  - (i) The facilities where the Project is being conducted,
  - (ii) Associated raw research data, and
  - (iii) any other relevant information (and to make copies) necessary for the Sponsor to confirm that such Projects are being conducted in conformance with the applicable Project Proposal and in compliance with applicable laws and regulations.

#### **Article 4. COSTS, BILLINGS, AND OTHER SUPPORT**

- 4.1 It is agreed that total costs and payment of this agreement shall be made by Sponsor within thirty (30) days of receipt of monthly invoices for actual charges incurred by the Recipient in performance of the applicable Project provided that Recipient is not in breach of this Agreement. Total costs of Project are ..... US currency.
- 4.2 Recipient shall retain title to any equipment necessary for the conduct of a Project, purchased pursuant to a signed Project Proposal with funds provided by Sponsor under this Agreement.
- 4.3 In the event of early termination of this Agreement by Sponsor pursuant to this Agreement other than for breach of this Agreement, Sponsor shall pay all costs accrued by Recipient as of the date of termination, including but not limited to reasonable non-cancellable obligations incurred prior to the effective date of termination made pursuant to a fully executed Project Proposal.

#### **Article 5. PUBLICITY**

Sponsor will not use the name of Recipient, nor of any member of Recipient's Project staff, in any publicity, marketing, advertising or news release without the prior written approval of an authorized representative of Recipient. Recipient will

not use the name of Sponsor, nor any employee of Sponsor, in any publicity, advertising or news release without the prior written approval of Sponsor. Nothing herein shall restrict the Recipient's or Sponsor's right to disclose the existence of this Agreement, the identity of the parties, and the nature and scope of the Project.

## **Article6. PUBLICATIONS**

Sponsor recognizes that the results of a Project achieved by Recipient may be publishable and agrees that researchers at Recipient engaged in the Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, or otherwise of their own choosing, methods and results of such Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least one month in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have one month after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter which needs protection or there is proprietary confidential information of Sponsor in such publication or presentation. In the event that Sponsor makes such objection, said researcher(s) shall refrain from making such publication or presentation for a maximum of four months from date of receipt of such objection in order for Recipient to file patent application(s) directed to the patentable subject matter contained in the proposed publication or presentation. It is understood that the Sponsor may wish to be credited in the publication or publish with the Recipient, as it is appropriate. No such publication shall contain any confidential information of Sponsor.

## **Article7. INTELLECTUAL PROPERTY**

- 7.1 Inventor ship shall be determined under \_\_\_\_\_ patent laws.
- 7.2 All rights Intellectual Property created pursuant to a Project shall belong jointly (half-half) to Sponsor and Recipient and shall be subject to the terms and conditions of this Agreement.
- 7.3 Recipient will promptly notify Sponsor of any Intellectual Property. If Sponsor directs Recipient to file a patent application hereunder, Recipient shall prepare, file and prosecute such patent applications in Sponsor and Recipient's name and Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of patent application(s). Sponsor and Recipient shall cooperate to assure that such application(s) will cover all items of commercial interest and importance. The parties must mutually agree on all material decisions regarding the scope and content of application(s) to be filed and prosecution thereof.

7.4 Each party will promptly notify the other when Joint Intellectual Property is created.

## **Article8. CONFIDENTIALITY AND PUBLICITY**

During discussions leading up to this Agreement, and during the course of performing the Project, it is anticipated that Recipient and Sponsor will learn confidential and/or proprietary information of the other. Parties will keep confidential, and not use, except in connection with the performance of the sponsored research hereunder, any information which is provided in writing and marked as confidential by either party, or if disclosed orally, described in a writing within 30 days after disclosure, including without limitation any information which relates to sponsored research to be performed under this Agreement, any information which either party may acquire with respect to the other party's business, and any information relating to new products, customers, pricing, know-how, processes, and practices, ("Confidential Information.") The obligations of confidentiality and non-use of Confidential Information shall survive the termination or expiration of this Agreement for a period of five years, unless or until:

- (a) Such information shall become known to third parties or shall become publicly known through no fault of Recipient, or
- (b) Such information was already in a party's possession, as evidenced by written documentation prior to the disclosure of such information to the informing party, or
- (c) Such information shall be subsequently disclosed to either party on a non-confidential basis by a third party who, to the best of the receiving party's knowledge, is not under any obligation of confidentiality.
- (d) Such information is specifically authorized by the informing party, in writing, to be disclosed.
- (e) Such information is required to be disclosed by applicable law or order of a court of competent jurisdiction.

## **Article9. TERMINATION**

9.1 This Agreement shall automatically renew for successive one year periods unless either party provides prior written notice to the other party of its desire not to renew the term hereof, which notice must be given at least 60 days prior.

9.2 In the event that either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within thirty days after receipt of written notice thereof from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party. Such termination shall be effective as of the date of the receipt of such notice.

9.3 No termination of this Agreement, however effectuated, shall release the parties from their rights and obligations accrued prior to the effective date of termination.

9.4 Upon termination of this Agreement or any Project, other than for breach of the terms hereof,, Sponsor shall pay Recipient for any amounts Sponsor is obligated to provide Recipient under the terms hereof, for work on each terminated Project performed by Recipient up to the effective date of termination and for non-cancellable pre-paid expenses reasonably incurred by Recipient in anticipation of its work on each Project.

#### **Article 10. INDEPENDENT CONTRACTOR**

10.1 The parties acknowledges that neither of their employees are employees of the other party and that employees of one party are not eligible to participate in any employee benefit plans of the other party. The parties further acknowledge that neither party nor any of its employees are eligible to participate in any such benefit plans even if it is later determined that any of its employees' status during the period of this Agreement was that of an employee of the other party. In addition, the parties waive any claims that they may have under the terms of any such benefit plans or under any law for participation in or benefits under any of the other party's benefit plans.

10.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

#### **Article 11. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of \_\_\_\_\_ and shall be constructed under the laws of \_\_\_\_\_.

#### **Article 12. AGREEMENT MODIFICATION**

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

**Article13. NOTICES**

Notices hereunder shall be deemed made if given by registered or certified mail, postage prepaid, and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing.

If to Sponsor:

With a copy to:

If to Recipient:

With a copy to:

**Article14. COUNTERPARTS AND HEADINGS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

**Article15. Arbitration**

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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Sponsor \_\_\_\_\_

Recipient \_\_\_\_\_

By\_\_\_\_\_

By\_\_\_\_\_

Typed Name

Typed Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title