COLLABORATIVE RESEARCH AGREEMENT

THIS COLLABORATIVE RESEARCH AGREEMENT (Agreement), dated as of \_\_\_\_\_\_\_\_\_\_ 20\_\_ (Effective Date), is by and between The City University of New York (CUNY) on behalf of the Graduate School and University Center Advanced Science Research Center (ASRC), located at 85 Nicholas Terrace, New York, New York 10031 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( ), having a principal address at \_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_), under the following terms and conditions. CUNY and \_\_\_\_\_\_\_\_ are each a party and collectively, the parties.

1. Research Project.

The ASRC and \_\_\_\_\_\_\_\_\_\_ desire to undertake collaborative research activities related to \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Research Project). The respective contributions of the parties to the Research Project are described in the statement of work attached as Exhibit A to this Agreement. All research performed in connection with the Project shall be conducted in compliance with applicable federal, state and local law, regulation and guidance, and in accordance with relevant CUNY workplace safety and security policies and procedures.

1. Principal Investigators.

The Principal Investigator for the ASRC will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Principal Investigator for \_\_\_\_\_\_\_\_\_\_ will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Research Project shall not exceed the scope of work set forth on Exhibit A, provided that \_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_, as they deem appropriate, may agree in writing to modifications of Exhibit A which do not alter its scope.

1. Responsibility of the Parties

Each party is responsible for the costs and expenses they may incur during performance of the Research Project. In addition, each party is responsible for: (a) any maintaining disability, workers compensation, liability and other coverages required by federal, state or local law, (b) payment of federal, state and local income, social security and other taxes; (c) ensuring that its personnel are fully trained, certified and/or licensed in accordance with any federal, state or local requirements and (d) obtaining all approvals, authorizations and human subject informed consent required by federal, state or local law before the Research Project begins.

1. Term.

The term of this Agreement shall commence on the Effective Date and continue in effect until the earlier of three years or the completion or termination of the Research Project. Either party may terminate this Agreement at any time for any reason on 60 days prior written notice to the other party. In the event of a material breach of this Agreement, the other party may terminate the Research Project and this Agreement immediately upon written notice to the non-terminating party. Paragraphs 5 through 10 shall survive the termination or expiration of this Agreement.

5. Research Results.

Each party shall keep the other party informed of the research results obtained from its work in connection with the Research Project. Following the collaboration, each party shall have an unrestricted right to use for its own internal teaching, research and educational purposes all research results, including without limitation any Sole Intellectual Property of either party or any Joint Intellectual Property (as defined in Paragraph 7), obtained from the Research Project. The parties expressly disclaim any warranty, express or implied, of the success of any research, study, test or other effort commenced pursuant to this Agreement.

6. Confidentiality.

Subject to Paragraph 8, each party shall treat all information disclosed to it and identified by the disclosing party as confidential or proprietary (Confidential Information) according to the same security procedures and with the same degree of care and discretion as it treats Confidential Information of its own within its organization. Confidential Information shall not include data that is (a) known by either party and not subject to a prior confidentiality obligation; (b) publicly known under circumstances involving no breach of this Agreement; (c) later disclosed to others by either party or by a third party to either party without restriction, (d) independently developed by either party as evidenced by its written records, or (e) required to be disclosed by law or judicial action.

7. Intellectual Property.

For purposes of this Agreement, the phrase ‘Intellectual Property’ means inventions, discoveries, computer programs, know-how, methods, techniques and other proprietary information, whether or not patentable or copyrightable, that is made, obtained, conceived or reduced to practice during the course of the Research Project.

1. Each party shall retain all right, title and interest in any patent, patent application, trade secret, know-how or other intellectual property that was owned by that party before the Effective Date, and no implied license grant or assignment, by estoppel or otherwise, shall be inferred from this Agreement.
2. Intellectual Property made, obtained, conceived or reduced to practice solely by the employees of one party, including without limitation, its Principal Investigator for the Research Project (Sole Intellectual Property), shall be the property of that party, or as otherwise required by that party’s policies and procedures.
3. Intellectual Property jointly made, obtained, conceived or reduced to practice by at least one individual required to assign rights in the Intellectual Property to CUNY, and at least one individual required to assign rights in the Intellectual Property to \_\_\_\_\_\_\_\_\_\_\_\_\_ (Joint Intellectual Property), shall be jointly owned by the parties.
4. The parties do not anticipate commercial exploitation of any Joint Intellectual Property at this stage so have not addressed licensing, sharing of patent filing costs, equity and so forth, with respect thereto.

8. Publication.

Both parties shall be free to publish the results of the Research Project without payment of royalties or other fees to the other party. Excluding information or data generated during the Research Project, neither party may publish Confidential Information without the other party’s written consent, which shall not unreasonably be withheld. A copy of the proposed publication shall be provided to the other party at least 45 days before submission to permit identification or protection of that party’s intellectual property. In accordance with scientific custom, each written or oral publication or presentation shall acknowledge the contribution of the non-publishing party.

9. No Liability.

Each party is an independent contractor and has no authority to bind or act on behalf of the other party*.* Each party assumes full responsibility and liability for its own acts and omissions, and those of its officers, employees and agents, relative to the Research Project. No indemnification for any loss, claim, damage or liability is intended or provided by either party under this Agreement.

10. Use of a Party's Name.

Except to acknowledge in publications and presentations contributions to the Research Project, neither party will use the other party’s logos, symbol, trademark, tradename, service mark or any abbreviation or modification thereof without the prior written consent of the other party.

11. Miscellaneous.

1. Notice required by this Agreement shall be sent as follows:

To the ASRC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at 85 Nicholas Terrace, New York, New York 10031

Email:

Phone:

cc: Office of the President, The Graduate Center, 365 Fifth Avenue, New York New York 10016

Attention: Special Counsel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: Phone:

1. This Agreement shall be governed by the laws of the State of New York, without regard to its choice of law rules, and the parties hereby unconditionally submit to the exclusive jurisdiction of New York courts, state and/or federal, in all matters relating to this Agreement.
2. Neither party shall assign its rights or obligations under this Agreement, in whole or in part, by operation of law or otherwise, without the prior express written consent of the other party.
3. This Agreement and attached Exhibit A sets forth the entire agreement between the parties with respect to its subject matter and is intended to supersede all prior written or oral negotiations, understandings and agreements. This Agreement may not be amended except in writing signed by the authorized representatives of the parties.
4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Agreement may be delivered electronically and the parties agree that electronic or facsimile signatures are legal, valid and enforceable as originals.

Agreed by:

THE CITY UNIVERSITY OF NEW YORK

on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

GRADUATE SCHOOL & UNIVERSITY CENTER

ADVANCED SCIENCE RESEARCH CENTER

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

Name: Name:

Title:Associate Vice Chancellor for Research Title:

Read and acknowledged: Read and acknowledged:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name] [name]

Principal Investigator for ASRC Principal Investigator for \_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A – STATEMENT OF WORK**

Scope of the Research Project.

Data to be shared.

Role of each institution.