**No Money**

**Research Collaboration Agreement**

**Between**

**The University of Vermont and State Agricultural College**

 **And**

**[INSERT INSTITUTION NAME]**

This **Research Collaboration Agreement** is by and between The University of Vermont and State Agricultural College, a public land grant university of the state of Vermont, with a business address of Sponsored Project Administration, 217 Waterman Building, 85 South Prospect Street, Burlington, VT 05405, hereafter referred to as (“UVM”), and **[INSERT INSTITUTION NAME]**, with a business address of **[INSERT INSTITUION ADDRESS]**, hereafter referred to as (“Collaborator”), and collectively referred to as the (“Parties”).

**Whereas,** the research program contemplated by this Agreement is of mutual interest and benefit to UVM and Sponsor and will further the instructional and research objectives of the UVM in a manner consistent with its status as a non-profit, tax-exempt, educational institution;

**Now, therefore,** the parties hereto agree as follows:

1. **Statement of Collaboration.** The Parties agree to fully cooperate and jointly perform the research activity as described in Appendix A (the “Project”).

2. **Period of Performance.** The Project begins on [DATE] and expires on [DATE], unless extended by mutual written agreement by authorized representatives of the parties.

3. **Principal Investigators.**

(a) The Principal Investigators for this Collaboration shall be as follows:

 **For UVM: [INSERT NAME & CONTACT INFO]**

 **For Collaborator: [INSERT NAME & CONTACT INFO]**

(d) The Principal Investigators have the responsibility of monitoring the technical, scientific, and programmatic aspects of the Project.

(c) Either Party may change its named coordinator upon notice to the other.

4. **Cost of the Project.** Each Party shall bear its own costs in the performance of the Project.

5. **Project Data.** Project Data shall mean any all data, information or materials generated or provided to a Party by the other during the performance of the Project.

(a) Project Data is to be used solely for the purpose of conducting the Project, unless otherwise as permitted by this Agreement.

(b) All Project Data shall be maintained under appropriate administrative, physical and technical safeguards, including encryption while in transit, to protect the confidentiality and integrity of the Project Data, and its electronic and physical security from misuse or inappropriate disclosure.

(c) Each Party will disclose to the other Party a summary of all Project Data.

(d) Upon conclusion of the Project, both parties my use the Project Data for continued research activities.

6. **Reporting Requirements.** Collaborator Principal Investigator shall deliver the following reports to the UVM Principal Investigator:

**Report Type Due No Later than**

Final Narrative Report no later than 30 days from

Agreement’s Expiration Date

These narrative reports should provide an assessment of what has been accomplished during the reporting period.

7. **Publications.** The Parties agree dissemination of the Project findings, both by publication and oral presentation is a valuable objective of the Project. Joint publications are encourages with authorship of such publications decided according to commonly accepted conventions for scientific publications.

In addition, either Party will be will be free to publish the results of the Project after providing the other with (30) thirty days in which to review each proposed publication for patent purposes and to identify any inadvertent disclosure of confidential information.

Each Party agrees to acknowledge the other as the source of a collaborative research effort in any publication related to the Project.

8. **Confidential Information.** During the term of this agreement, the Parties may disclose certain proprietary information (“Confidential Information”) to each other. All Confidential Information shall be clearly designated as “CONFIDENTIAL” at the time of disclosure. The recipient Party agrees that during the term of this Agreement and for a period of three years thereafter, the recipient Party will not use or disclose the Confidential Information to any third Party without the prior written consent of the disclosing party. Notwithstanding the above, the recipient Party shall have no obligation with respect to any Confidential Information that:

(a) is or later becomes generally available to the public by use, publication or the like, through no fault of the recipient party;

(b) is obtained from a third Party with the legal right to disclose same to the recipient party;

(c) the recipient Party already possessed such information prior to disclosure by the disclosing party, as shown by written records;

(d) is independently developed by the recipient party; or

(e) is required by law or regulation to be disclosed.

9. **Intellectual Property Rights.**

(a) “Background Intellectual Property” means any intellectual property owned or controlled by a Party as of the Agreement’s Begin Date or conceived outside of the Project being performed, hereunder.

(b) Neither Party shall have any claims to or rights in Background Intellectual Property of the other Party.

(c) No license to the other Party under any patents is granted or implied by conveying proprietary or other Confidential Information to that Party.

(d) Collaborator agrees to disclose in confidence to UVM’s Office of Technology Commercialization any invention disclosure that arises out of the Project, within (30) thirty days after the disclosure of that invention to COLLABORATOR’s intellectual property organization.

(e) Any commercial exploitation of the results of the Project and resulting intellectual property rights shall be governed by a separate agreement as negotiated in good faith by the parties and taking into account the respective contribution of each Party to the results.

10. **Use of Names for Publicity.** The Parties agree not to use the name of the other or it’s logos in any advertising or other form of publicity without written permission.

11. **Notices.** Any notices given under this Agreement shall be in writing delivered by first class mail addressed to the parties as follows:

 **University of Vermont and State Collaborator**

**Agricultural College**

Brian Prindle, Executive Director

Research Administration and Integrity

University of Vermont

340 Waterman Building

85 South Prospect Street

Burlington, VT 05404-0160

bprindle@uvm.edu

12. **No Warranty.** THE PARTIES MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES AS TO ANY MATTER RELATING TO THIS AGREEMENT, INCLUDING, THE PERFORMANCE OR RESULTS OF THE PROJECT; THE AVAILABILITY OF LEGAL PROTECTION FOR PROJECT RESULTS, INVENTIONS, OR ANY OTHER WORK PRODUCT OF THE PROJECT; OR THE VALIDITY OR ENFORCEABILITY OF ANY INTELLECTUAL PROPERTY PROTECTION THAT MAY BE OBTAINED PURSUANT TO THIS AGREEMENT.

13. **Insurance; Liability.** Each Party certifies that it shall maintain, for the duration of this Agreement, insurance, or a program of self-insurance, in an amount that will be adequate to cover its respective obligations and/or risks hereunder, and, upon request, will provide the other Party proof of insurance showing that such insurance is in place.

14. **Termination.** Either Party may terminate this Agreement upon 30 thirty days’ prior written notice.

15. **Dispute Resolution.** Any dispute concerning performance of the Agreement shall be decided by the appropriate administrative officials of each Party, who shall reduce any decision to writing.

16. **Export Controls.** The Parties shall comply with United States export control laws and regulations that apply to information and materials that are exchanged under this Agreement

17. **Entire Agreement.** This Agreement (a) may not be assigned or transferred by either Party without the other Party’s prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

By signing below, the Parties have caused this agreement to be executed by their duly authorized representatives;

**University of Vermont and State Collaborator**

**Agricultural College**

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

Name: Brian Prindle Name:

Title: Executive Director, Research Administration Title:

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

**Principal Investigators.** I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

**UVM Principal Investigator**

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

Signature Date:

Name:

**Collaborator Principal Investigator**

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

Signature Date:

Name:

**Appendix A**

**The Project**