



Research Agreement for Collaborative Work: CSER - University

THIS AGREEMENT is made according to the laws of the Province of Ontario Canada

THE PARTIES ARE CONSORTIUM for SOFTWARE ENGINEERING RESEARCH (called "CSER")

AND UNIVERSITY (called the "Collaborator")

whose address is: Address
City, Province
Postal Code

PREAMBLE

(a) The Collaborator, and CSER desire to collaborate in research in software engineering concerning:
Project Name
as more fully described in the "Statement of Work" which is an appendix to this Agreement.

(b) The Parties desire this Agreement to be in effect starting: start date until end date
[end date of Agreement, not necessarily related to schedule of Work, see conditions on Termination]

Other Project Participants contributing to the Work who will sign Research Agreements with CSER are:

- 1) Project Participant(s)

IN CONSIDERATION OF the preamble and the terms below, the Parties agree as follows:

A-1 The Parties will perform the Work as stated in the "**Statement of Work**", which is an Appendix to this Agreement.

A-2 The Total Cost of the Work is ESTIMATED to beDollars **(\$,0)**

A-3 CSER will pay to the Collaborator ----% of that Total Cost, which is.....Dollars **(\$,0)**

A-4 CSER will contribute "in kind" ----% of that Total Cost, which isDollars **(\$,0)**

A-5 The Collaborator will contribute "in kind" --% of that Total Cost, which isDollars **(\$,0)**

A-6 The Natural Sciences and Engineering Research Council (NSERC) not bound by this Agreement,
will contribute ----% of that Total Cost, which isDollars **(\$,0)**

A-7 Above estimates will be reviewed annually by CSER and CSER and the Collaborator will approve changes in the "**Payment Schedule**" which is attached as an appendix to this Agreement.

A-8 Appendix "**Definitions and Conditions**" attached which forms part of this Agreement is consistent with CSER Membership Agreement and By-Laws.

SIGNED by the collaborator in duplicate at the
City of _____ Province of _____
this _____ day of _____, 2003.
University of -----
per: _____
Title:

SIGNED by CSER in duplicate at the
City of Toronto, Province of Ontario
this _____ day of _____, 2003.
Consortium for Software Engineering Research
per: _____
Title: Stephen Perelgut, Chair CSER Board of Directors



Payment Schedule for University Participants

University: *University of -----*

Project: -----

Payments, if not to be sent to address given in **Notices** of this Agreement, should be sent to:

Payment Period	CSER Payment	NSERC Payment	Total
200x/xx/xx	\$0	\$0	\$0
200x/xx/xx	\$0	\$0	\$0
200x/xx/xx	\$0	\$0	\$0

Payments will be reviewed annually and the Collaborator will be notified of changes from the above amounts prior to January 31 of the year in which the payment is due.

Definitions and Conditions

1. DEFINITIONS

In this agreement:

- 1.1 **"Corporate Member"** means a corporate Member of CSER duly appointed pursuant to the bylaws of CSER.
- 1.2 **"Board of Directors"** means the board of directors from time to time in office of CSER, or any committee of the board of directors which is delegated by the board of directors to act in the place or on behalf of the board of directors pursuant to the by-laws of CSER.
- 1.3 **"Intellectual Property"** means all intellectual and industrial property rights produced, acquired or generated in the course of the performance of any Work and shall include all rights which are capable of protection by patents, trademarks, copyright, registered industrial designs, integrated circuit topography registration or foreign equivalents of any of the foregoing, and shall include all trade secrets and know-how produced or generated in the course of the performance of the Work.
- 1.4 **"Background Technology"** means all intellectual property and industrial property rights incorporated into the Work and produced, acquired or generated independently of performance of the Work and shall include all rights which are capable of protection by patents, trademarks, copyright, registered industrial designs, integrated circuit topography registration or foreign equivalents of any of the foregoing, and shall include all trade secrets and know-how incorporated into the Work and produced or generated independently of the performance of the Work.
- 1.5 **"Research Project"** means the project of scientific research and experimental development described in the attached Statement of Work. The phrase, "scientific research and experimental development", shall have the meaning given to that expression pursuant to the Income Tax Act of Canada.
- 1.6 **"Work"** means activities, tasks and items of work including deliverables and milestones and applicable dates set out in the Statement of Work.
- 1.7 **"Project Participant"** means an organization which is participating in the Research Project identified in this Agreement. All Project Participants will have signed Research Agreements with CSER. The Collaborator is a Project Participant.
- 1.8 **"Theme"** means a grouping of CSER Research Projects

- 1.9 **"Theme Committee"** means the advisory committee reporting to the Board of Directors that provides recommendations on direction of research activities and resource allocation.
- 1.10 **"Joint Inventions"** means an invention with co-inventors from more than one Project Participant.

2. Intellectual Property

- 2.1 CSER and the Collaborator agree that with respect to any Intellectual Property:
- a) The creator of the Intellectual Property, or the creator's employer, as the case may be, shall acquire initial title to Intellectual Property.
 - b) Corporate Members shall have a right to make internal use of Intellectual Property but they will not have the right to incorporate it into a product or service which is sold to third parties, or to license it to third parties except to the extent that a Corporate Member owns the Intellectual Property. Corporate Members may use Intellectual Property in the development of software which is then sold to third parties.
 - c) Nothing in this Agreement grants Participants the right to make line-by-line copies of source code listings, or to reverse compile or disassemble object code provided pursuant to this Agreement.
- 2.2 In addition to the rights granted in Section 2.1, the Collaborator agrees to license Intellectual Property to Corporate Members of CSER on terms equivalent to the terms offered any other commercial organization.
- 2.3 The Collaborator will ensure that any Intellectual Property which it thinks might be patentable is disclosed promptly and in confidence to CSER. If initial title holder does not wish to pursue patent protection, the initial title holder shall take all reasonable steps to ensure that before there is any public disclosure of the invention, CSER shall have 30 days in which to inform its Corporate Members in confidence of the invention, and the Corporate Members shall have a further 90 days in which to negotiate a licence with the initial title holder and arrange for patent protection prior to disclosure.
- 2.4 All decisions regarding filing and funding patent applications for and commercialization of Joint Inventions will be negotiated in good faith by co-owning Project Participants on a case by case basis.

3. INFORMATION DISCLOSURE

- 3.1 With respect to Background Technology:
- a) The Collaborator will disclose to CSER all Background Technology prior to incorporation into the Work in sufficient detail for understanding and eventual commercial exploitation of the Work.
 - b) The Collaborator hereby agrees to make the Background Technology required for commercial exploitation of the Work available to CSER Corporate Members on the same terms as it would be available to other commercial customers or if not so available, on commercially reasonable terms.
- 3.2 The Collaborator shall make prompt disclosure to CSER of all results of the Work including disclosure of all Intellectual Property.
- 3.3 The Collaborator shall identify and mark all deliverables to CSER which it considers to be confidential or proprietary, and it shall identify the owners. CSER agrees that such markings will not be removed without written consent of the Collaborator.
- 3.4 The Collaborator hereby grants CSER the right to disclose all deliverables that the Collaborator makes to CSER, to all Members, including Associate Members, on a confidential basis.
- 3.5 The Collaborator shall not make any public disclosure of any Work or results of any Work, for 90 days (120 days where patent action is contemplated) after disclosure to CSER, unless specific CSER permission has been granted in advance of publication by the Board of Directors.
- 3.6 If the Collaborator makes public disclosure of any Work or results of any Work, the Collaborator shall acknowledge CSER sponsorship, unless CSER requests that its name not be used.
- 3.7 The Collaborator and CSER shall treat all information disclosed to either Party which is marked confidential in the same manner and with the same care as the Party treats its own confidential information, but with no less than reasonable care, until public release of the information has been approved by the disclosing Party or until five years from its receipt or longer if specifically requested by disclosing Party. However, these requirements for protection and confidentiality shall not apply to information that is already rightfully in the possession of the receiving party; information that is in the public domain through no fault of the receiving party; information that is received from a third party not subject to restrictions or information that is

developed independently of the receipt from the other Party; information disclosed as required by statute or judicial decree.

- 3.8 Before the Collaborator discloses confidential information received from CSER to affiliates or sub-contractors, the Collaborator must ensure that such affiliates and sub-contractors shall hold the information confidential to the same extent that the Collaborator is required to hold it confidential.
- 3.9 This paragraph concerns information that is not part of the Intellectual Property but which is required by other Project Participants to undertake the research project. The Collaborator may require, or may be required by, other Project Participants to sign confidentiality agreements to protect proprietary materials. Such confidentiality agreements must not prevent dissemination of research results nor prevent eventual publication of research results in the public literature.
- 3.10 The Collaborator and CSER acknowledge that the disclosure of information does not grant the recipients any rights or licence to the use of the disclosed information, save as expressly set out in this agreement.
- 3.11 The Collaborator, Project Participants and CSER shall be held blameless for any loss, damage or claim suffered by any party, which results from the use of disclosed information.
- 3.12 The Collaborator agrees to minimize the other Project Participant's obligations of confidentiality by making confidential disclosures in a manner that allows the receiving party to halt the disclosures and avoid the obligation.
- 3.13 The Collaborator will inform CSER of any publication, patent filing, public disclosure or public use of any proprietary or previously confidential information which is generated or used in the course of the Work
- 3.14 Collaborator reserves the right to have graduate student theses reviewed and defended in accordance with its usual procedures, and without delay. If necessary Collaborator agrees to take appropriate steps to protect information from premature public disclosure during the evaluation process.

4. PUBLICATIONS

- 4.1 The Collaborator will provide copies of publications to the other Project Participants prior to submission and publications should fairly assign credit to the individual researchers involved.

- 4.2 The Collaborator will deliver to CSER a copy of all publications 90 days prior to presentation or publication. If CSER does not object in writing within 30 days of receipt, the authors are free to proceed. In the event of an objection the parties shall negotiate an acceptable version of the publication within the original 90 day notice period. All publications must acknowledge CSER sponsorship unless CSER has requested in writing that its name not be used because it disagrees with content or style of the publication. Publications must conform to confidentiality requirements.

5. Publicity

- 5.1 CSER and the Collaborator may publicize the Work, to the extent permitted by confidentiality, and in so doing acknowledge each Project Participant's contribution and CSER sponsorship. Written permission should be obtained from all parties mentioned in publicity releases which identify more than project title and goals, Project Participants and CSER sponsorship.
- 5.2 The Collaborator or CSER will not publicly suggest that the other Party or another participant endorses or recommends any product or process or results of the Project.

6. Management

- 6.1 The Research Project is one of several projects in a CSER Theme. Technical management of the Project will be delegated to the Theme Committee by the Board of Directors to which it must report regularly.
- 6.2 All changes in funding must be approved by the Board of Directors and the Collaborator will be informed in writing sixty (60) days prior to the new funding period.

7. Payments

- 7.1 The Payment Schedule is attached. Funding will be committed on an annual basis.

8. Reporting and Monitoring

- 8.1 The Collaborator will submit technical progress reports to CSER at intervals and in a format and level of detail to be agreed to by the Collaborator and the CSER Theme Committee. Plans for the next reporting period shall be included.

- 8.2 The Collaborator will submit financial reports to CSER on a schedule and in format and level of detail to satisfy NSERC reporting requirements.
- 8.3 The Collaborator agrees to request that its researcher participate in an annual CSER Seminar to present and discuss project results and progress.

9. Software Engineering Curriculum Development

- 9.1 The Collaborator agrees to request that its researcher share his experience with other CSER university investigators and to actively participate in symposia or other similar opportunities to promote the development of course material for software engineering education.

10. Termination

- 10.1 Either Party may terminate this Agreement on ninety (90) days written notice prior to the termination date.
- 10.2 In the case of termination by CSER, CSER agrees to pay termination expenses and reasonable financial commitments by the Collaborator prior to the notice of termination, however in no event shall CSER be obligated to pay an amount in excess of any CSER payments remaining until the end of the relevant fiscal year.
- 10.3 Any termination shall be without prejudice to the rights and obligations of the Parties which have accrued to the date of termination. The rights to acquire a licence for commercial exploitation of intellectual property granted by this agreement remain valid for six months after termination. Thereafter a licence for the intellectual property will be available subject to existing commitments at the time the request is received.
- 10.4 CSER may terminate this Agreement on the death or departure of the principal investigator subject to 10.1 and 10.2.

11. Notices

- 11.1 Required notices under this Agreement shall be given by prepaid post, facsimile, courier, or electronic transmission means to the party's address at the time of execution of this Agreement or to which the party may give notice

of, from time to time. Notices delivered by prepaid post shall be deemed received on the fifth business day following dispatch. Notices delivered by facsimile, courier or electronic transmission means to the party's address shall be deemed received the business day following the day of dispatch.

11.2 Notices should be sent to:

CSER:

Anatol Kark, Operations Manager
National Research Council
Bldg M50, Montreal Rd.
Ottawa, Ontario
K1A 0R6
Fax:613-952-7107
email: anatol.kark@nrc.ca

Collaborator:

CONTACT NAME AND ADDRESS

12. Warranty

- 12.1 CSER warrants that it has entered into Research Agreements with the Project Participants substantively similar to this Agreement.
- 12.2 The Collaborator warrants that it will conduct the Work in a professional manner conforming to generally accepted practices for scientific research and development. However, because of the nature of such work, no specific result is promised.
- 12.3 The Collaborator will not include in the deliverables, any technical information the use of which is known by the technical staff who contributed to the deliverables to infringe the rights of others. However, the Collaborator does not warrant that technical information conveyed in the deliverables does not infringe the rights of others under a present or future patent.
- 12.4 The Collaborator does not warrant the correctness or accuracy of data supplied, advice given, or opinions expressed in the deliverables

13. EXCLUSION OF CERTAIN LIABILITY

- 13.1 Neither the Collaborator nor CSER may allege liability in tort arising out of this contract or relating to the Research Project. Claims based on contractual liability are actionable, but not for failure or delay in performance caused by circumstances beyond the reasonable control of the defending party, nor for incorrectness or inaccuracy of data supplied, advice given, or opinions expressed. No claim may be made for indirect, consequential, or contingent damages.

14. INTERPRETATION of the AGREEMENT

- 14.1 This Agreement shall supersede all documents or agreements, whether written or verbal, in respect of the subject matter thereof.
- 14.2 This Agreement does not create a relationship of agency, employment, partnership, or joint venture.
- 14.3 If any provision of this Agreement is found to be invalid or unenforceable, such provision, or part thereof, shall be severable from this Agreement without invalidating the remaining provisions hereof, and this Agreement shall continue in full force and effect as if same had not been a part hereof.

15. PRINCIPAL INVESTIGATORS

- 15.1 The Principal Investigator for this collaboration is -----.
The Collaborator confirms that the principal investigator has read this Agreement and agrees to act in accordance with all terms and conditions herein. The Collaborator will ensure that all university participants are informed of their obligations under this Agreement.