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

\_\_\_\_\_ a \_\_\_\_\_ organized under the  
laws of \_\_\_\_\_ (hereinafter **COOPERATOR I**), having its principle  
office at \_\_\_\_\_ ; and \_\_\_\_\_ a  
\_\_\_\_\_ organized under the laws of \_\_\_\_\_  
(hereinafter **COLLABORATOR II**), having its principle office at  
\_\_\_\_\_.

Witnesseth that:

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:

### Article I – Definitions

1.1 "Intellectual Property" shall mean patents, copyrights, trademarks, plant variety  
certification and any other forms of intellectual property protectable under the country's law.

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** involving  
researchers \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,  
and \_\_\_\_\_ and such other researchers who may participate in this  
project \_\_\_\_\_ titled \_\_\_\_\_.

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

### Article II – Proprietary Rights

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

## 2.2 Handling of Intellectual Property

2.2.1 **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**.

2.2.2 Intellectual Property made solely by one **Party** will be owned and controlled by that **Party**. Controlled means said **Party** will be in control of all decisions concerning patenting and licensing, and said **Party** will retain all royalties resulting from the licensing.

2.2.3.1 In all instances, counsel chosen to prosecute patent application, after or plant variety certification shall be made aware of the nature of the Joint Project and shall be charged with determining inventorship in accordance with law soliciting facts, if any, from each **Party**.

## 2.3 Licensing and Use

2.3.1 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**.

2.3.2 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.

2.4 Other institutions or parties may be added to the Joint Project via a subcontract or some other mechanism for the purpose of facilitating the research. **INSTITUTE**, **COLLABORATOR I**, and **COLLABORATOR II** will remain the primary **Parties** for the determination of patenting and Intellectual Property ownership and the other institutions which may be added to the Joint Project shall be secondary in the decision-making process pertaining to proprietary rights.

## Article III – 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 III 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 of 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 IV – 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**).

## Article V – Assignability

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.

**Article VI – Future Issues**

6.1 If any disagreements arise, the **Parties** will use best efforts to negotiate to resolve all differences. The collaboration of **Parties** and their researchers is paramount.

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**

**Article VII – 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 Each **Party** shall require all of its researchers conducting research under the Joint Project to assign their rights to Intellectual Property conceived during the term of the Joint Project to the appropriate **Party**.

7.5 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**

7.6 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.

The Effective Date of this Agreement is \_\_\_\_\_, 20 \_\_\_\_.

**INSTITUTE**

**COLLABORATOR I**

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

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

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

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

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

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

**COLLABORATOR II**

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

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

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