

# RESEARCH COLLABORATION AGREEMENT

This Research Collaboration Agreement (the “Agreement”), having an Effective Date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is made between Sabio Mobile AppScience Labs (“The Company”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“The Partner(s)”) under the following terms and conditions on \_\_\_\_\_\_\_\_\_\_\_\_ “Effective Date”.

1. **Purpose of the Agreement**:

“The Company” and “The Partner(s)”have agreed to work together in researching aspects of the “The Company[’s]” data for the benefit of “The Company”, “The Partner(s)”, and their respective communities. This agreement describes their understandings and commitments to this collaborative effort.

1. **Deliverables and Results**:
2. ***General***. Each party will keep the other parties informed of research results obtained from its work in connection with the Research Project. Information shared in accordance with this paragraph shall be treated as confidential by the party to which it is disclosed (even if not identified as confidential by the disclosing party), and shall be handled by that party with utmost discretion. Following the collaboration, each party shall have an unrestricted right to use for its own internal research purposes all research results, including without limitation any Sole Invention of any party and any Joint Invention (as such terms are defined below), obtained from the Research Project.
3. ***Objectives***: In regard to deliverables and end objectives from the joint collaboration, the objective is for intellectual discovery, derivations of insights, and answering research objectives outlined. The results of which can, with the agreement of both parties, “The Company” and “The Partners”, be published.
4. **Publication**:

Publication can be in the form of any medium such as but not limited to academic proposal, research piece, academic paper, blog post, white paper, site publication, journal publication, or any other publishing form. Proper acknowledgment will be made for the contributions of each party to the research results being published. If a proposed publication is not a joint publication, the party wishing to make the publication shall provide a copy of the manuscript or abstract to the other party at least 30 days prior to publication in order to allow the other party an opportunity to protect proprietary information or intellectual property that might be disclosed by the manuscript or abstract. In addition, this allocated time would allow the other party to review the submitted material. A party will not publish Confidential Information received from the other party (not to include results, information, or materials generated in the course of the Research Project) without such other party’s consent. Once results, information, and materials generated in the course of the Research Project have been published, the confidentiality restrictions of this Agreement shall no longer apply to them.

1. **Data Privacy:**

Please note: the data provided by “The Company” during the initial beginning of the research remains confidential and is not allowed to be share to other parties by “The Partner(s)”; however, insights, models, visualizations, and other information derived from the provided data is open to be shared after publication and with the consent of “The Company”. Due to privacy concerns surrounding data, “The Company” will be able to look over the final draft of deliverables before publication and reserves the right to remove or edit anything that it believes might lead to potential breach of data privacy.

1. **Confidentiality**:

During the term of this Agreement and for a period of five years thereafter, each party shall cause all information that is disclosed to it by the other party in connection with the Research Project and is identified in writing as confidential by the disclosing party (“Confidential Information”) to be treated according to the same internal security procedures and with the same degree of care regarding its secrecy and confidentiality as the party receiving the disclosure treats similar information of its own within its organization. Confidential Information does not include information that: (i) is or later becomes available to the public through no breach of this Agreement; (ii) is obtained from a third party who had the legal right to disclose the information; (iii) as of the date of disclosure, is already in the possession of the party to whom disclosure is made; or (iv) is required to be disclosed by law, government regulation, or court order.

1. **Ownership and Rights**:

Both parties, “The Company” and “The Partner(s)”**,** have joint ownership of the Intellectual Property and end deliverables created from the research collaboration during the time of partnership.

1. **Scope and Duration**:

“The Company” and “The Partner(s)”will work together on analyzing and creating a research piece in the interest of both parties. This agreement will guide the collaboration for the period beginning \_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_. This Agreement shall go into effect on the Effective Date and shall continue in effect until the Research Project is completed or terminated. It is expected that the Research Project will be completed within approximately [2 to 3 months] of the Effective Date. However, “the Company” or “the Partner(s)”, may terminate the Research Project and this Agreement at any time upon 30 days’ written notice to the other parties, regardless of whether the Research Project has been completed. In addition, in the event of a material breach of this Agreement by a party, any other party may terminate the Research Project and this Agreement immediately upon written notice to both other parties. If the Research Project and this Agreement are terminated, Company Materials received pursuant to this Agreement by “the Partner(s)”, at the request of the “the Company”, be returned to “the Company” or properly destroyed, and Materials received from “the Partner(s)” pursuant to this Agreement by the Company shall, at the request of the “the Partner(s)”, be returned or properly destroyed.

1. **Use of Name**

The Company shall not use the name or names of “The Partner(s)” or any abbreviation or variant thereof, in any press release, or in any commercial advertisement or similar material that is used to promote or sell products or services, unless the Company obtains in advance the written consent of the named party for such use.

1. **Legal & financial structure**:

“The Company” will assign employees of their respective organizations to carry out the work of the collaboration with “The Partner(s)”. Each employee of “The Company” assigned to work with the collaboration will continue to function as an employee of the organization making the assignment. Both parties, “The Company” and “The Partner(s)” will retain authority for hiring, performance review, and termination of their employees, representatives, and volunteers. “The Company” and “The Partner(s)” agrees to seek feedback from the other party regarding the selection and evaluation of employees, staff, researchers, volunteers, or others assigned to collaborative activities. “The Company” and “The Partner(s)” will provide effective supervision for both employees, staff, researchers, and volunteers for which they assign to collaborative activities. “The Company” and “The Partner(s)” will each retain responsibility and liability for the actions of their staff, volunteers, researchers, or employees.

1. **Resource Commitment to the Collaboration:**

Each participating organization has agreed to commit resources to the collaboration. All participating organizations will contribute:

* The time and effort required for consistent representation of and participation as indicated by both parties.
* The resources of their organization required to ensure fulfillment of specific commitments.

1. **Addition of new participating organizations**

“The Company” and “The Partner(s)” may from time to time recommend the addition of other organizations, governmental bodies, or people to the collaboration. Upon the agreement of “The Company” and “The Partner(s)”, additional organizations, governmental entities, or people may be invited to participate in the collaboration. If the invited organizations/entities decide to participate, “The Company” and “The Partner(s)” will amend this collaboration agreement to include all participating organizations, with all participating organizations sharing equally in the rights and responsibilities described in this agreement.

1. **Termination of this agreement:**

Each participant retains the right to withdraw from the collaboration upon giving the other participant at least 14 days’ notice of its decision to withdraw. The withdrawal of any participating organization from the collaboration shall result in termination of this collaboration agreement. The remaining organizations may choose to enter into a new agreement to guide their continuing work together.

1. **Extension or amendment of this agreement:**

This agreement may be extended or amended only through unanimous agreement by “The Company” and “The Partner(s)”. The decision to amend or extend the agreement, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the chief operating officers of each participating organization.

1. **Governing** **Law**; **Entire** **Agreement**.

This Agreement shall be governed by and construed in accordance with the law of the State of California, without reference to its choice-of-law doctrines. This Agreement and any other documents executed in connection herewith by authorized representatives of the parties, contain the entire agreement between the parties relating to the subject matter contained herein, and supersede all prior or contemporaneous agreements, written or oral, with respect thereto.

This agreement was unanimously adopted by designated representatives of “The Company” and “The Partner(s)” on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date).

The signature of the representatives of each party below represents the full commitment of themselves or their organization to participate actively in the collaboration and implement fully all elements in this agreement.

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

Company (or Person) Representing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Company (or Person) Representing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Company (or Person) Representing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Company (or Person) Representing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_