**CONTRACT RESEARCH AGREEMENT**

This Agreement is made and entered into at …………………………..in the Democratic Socialist Republic of Sri Lanka on this……..day of………….(month) Two Thousand and Twenty …………..(202…..)

**BY AND BETWEEN**

1. **…………….**, a ………….. established and existing under the ……………………………(act), OR

………………… duly registered under the laws of ……………………… bearing the Registration No ………………………………having its principal office at ……………………………….. (hereinafter called as “**Collaborator”**) which term or expression as herein used where the context so requires, means and includes the said ……………………., its successors and assigns,

1. **UNIVERSITY OF MORATUWA**, a university established and existing under the Universities Act, No. 16 of 1978, having its principal office at Katubedda, Moratuwa 10400 in the Democratic Socialist Republic of Sri Lanka (hereinafter called as “**UOM”**) which term or expression as herein used where the context so requires, means and includes the said University of Moratuwa, its successors and assigns,

Collaborator, and UOM herein after individually referred as “Party” and collectively referred as “Parties”.

**AGREE AS FOLLOWS:**

**BACKGROUND**

WHEREAS UOM is willing to undertake the research, development and delivery of the project titled as “………………………………”, utilizing the expertise and information provided by Collaborator for creating a …………………………. for ……………………………… as provided in **Annexure A** hereto.

WHEREAS, the Research Project is defined as the research, development, and delivery of [Project Title], with the expected outcome of [Specify Expected Outcome].

AND WHEREAS the Collaborator is willing to financially support the execution of project based on the budget submitted by UOM for the project as provided in **Annexure B**.

ACCORDINGLY Parties enter into this contract research Agreement to ……………………………………….., as more fully described in **Annexure A** attached hereto. UOM will assume full responsibility/responsibility for the ….............................................. by leveraging the university's expertise and resources, utilizing the expertise, data and information provided by the Collaborator, and following the specifications agreed upon for the product/process as detailed in **Annexure A**.

The Collaborator shall cover the full funding for the ……………………………………… as detailed in **Annexure B.**

### 1. **DEFINITIONS AND INTERPRETATION**

#### 1.1 Definitions

In this Agreement:

**Commercialise** means to sell, license, lease or otherwise dispose of a product or service to a third party for cash or other consideration or to advertise or promote such sale, lease or other disposition.

**Confidential Information** any information that is labelled or identified at the time of disclosure under this Agreement as confidential or proprietary to the Discloser, including inventions; discoveries; facts; data; ideas; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation; techniques; products; prototypes; processes; names; know-how; routines; specifications; drawings; trade secrets; technology methods; computer programs; works in respect to which copyright subsists; circuit board layouts; business plans; marketing plans; strategies; market analysis; feasibility plans; concept documents; expert’s reports; forecasts; projections; methodologies; financial accounts; financials statements; cash flow statements; valuations; and other knowledge.

**Discloser** means a party to this Agreement which discloses Confidential Information

**Intellectual Property** means (a) conceptions, ideas, innovations, discoveries, inventions, processes, machines, biological materials, formulae, equipment, compositions of matter, formulations, plans, specifications, drawings, improvements, enhancements, modifications, technological developments, know-how, show-how, methods, techniques, systems, designs, production systems and plans, software, documentation, data, programs and information (irrespective of whether in human or machine-readable form), integrated circuits and their design and layout, and works of authorship, whether or not patentable, copyrightable, or susceptible to any other form of legal protection, and (b) any patent, application for a patent, right to apply for a patent or similar right, copyright or other rights in the nature of copyright, circuit layout right, plant breeders right, design right or registration, or trade secret right with respect to any of the foregoing.

**Project Committee** means Key Personnel described in the Research Program committee

**Milestone** means an event described as a milestone in the Research Program

**Proposed Publication** means a manuscript or abstract intended for publication, a paper or abstract intended to be orally presented, or any poster presentation, that includes any reference to Project IP.

### 2. DURATION

|  |
| --- |
| (a) This Agreement shall be effective from [Start Date] and will remain in effect for period of (…..) years, unless terminated or extended as provided in this Agreement with provisions for renewal and/or extension. |
|  |

(b)Unless terminated earlier, this Agreement expires on the earlier of the date when each party has completed the performance of its obligations under this Agreement, or the \_\_\_\_ anniversary of the effective date. The parties may extend the Agreement by written amendment agreed and signed by Parties.

### 3. RESEARCH PROGRAM

#### 3.1 Carrying out the Research Program

(a) UOM shall carry out the Research Program.

(b) UOM shall inform Collaborator when undertaking of the individuals for the conduct of Research Program.

(C) UOM keep Collaborator informed of all progress in the carrying out of the Research Program.

(d) If the Research Program refers to any Intellectual Property to be made available by Collaborator to UOM to enable the carrying out of the Research Program, Collaborator grants to UOM a non-exclusive license to use that Intellectual Property solely for the purpose of the carrying out of the Research Program, and solely during the duration of this Agreement.

#### 3.2 Diligence

The Research Program must be carried outdiligently and competently, expeditiously, by properly qualified persons, and in accordance with accepted scientific and ethical principles, standards, and laboratory procedures, with any applicable codes adopted by any research council, with any applicable research conventions, and with all applicable laws, regulations and legal requirements and the within the academic standards/rules/regulations of UOM.

#### 3.3 Ethical and regulatory requirements

If the carrying out of the Research Program requires any consent, license, permit or approval of any ethics or similar committee or regulatory authority, this Agreement is conditional upon that consent, license, permit or approval being obtained. The parties will use their reasonable efforts to obtain that consent, license, permit or approval, and the Research Program will commence only after that consent, license, permit or approval has been obtained. The parties agree comply with any condition of any such consent, license, permit or approval. No party makes any warranty or representation as to whether that consent, license, permit or approval can be obtained, and no party will be liable to the other if that consent, license, permit or approval is not obtained. If that consent, license, permit or approval is not obtained within six months from the effective date of this Agreement, or such other time as the parties may agree in writing, either party may terminate this Agreement by written notice to the other, and if this Agreement is terminated under this clause, no party will have any liability or obligation to the other.

### 3.4 Variations to the Research Program

The Research Program must not be varied unless the variation is agreed upon in writing by both Parties.

#### 3.5 Milestones

The Parties must use their reasonable endeavours to achieve the Milestones upon or before the respective dates for the achievement of those Milestones set out in the Research Program. No Milestone or the date for its achievement may be varied unless the variation is agreed upon in writing by the parties.

Milestone of the research program is detailed in **Annexure C.**

### 4. RESEARCH FUNDS

#### 4.1 Research Funds

(a) Collaborator shall pay the Research Funds to UOM, starting with initial payment, (or and later in milestone basis), as stated in **Annexure B.**

(b) The Research Funds are inclusive of any taxes or charges that may apply.

#### 4.2 Invoices for Research Funds

(a) UOM shall provide a budget to Collaborator on or before the effective date of the agreement, referred as **Annexure B**

(b) Collaborator must pay as per the budgeted sections in **Annexure B**, starting the initial payment within 30 days of the date of effective date, or upon the due date for payment set out in Annexure B whichever is the later.

(c) After the initial payment, Collaborator must pay each invoice within 30 days of the date of receipt of the invoice by UOM, or upon the due date for payment set out in **Annexure B**, whichever is the later.

(d) Finances for the project should be made only to the bank account of UOM by Collaborator.

### 4.3 Interest

If any amount due to be paid by Collaborator to UOM pursuant to this Agreement is unpaid, Collaborator must pay interest on the unpaid amount, from the due date for payment, until payment is made, at the rate of 10% per annum.

### 5. PROJECT COMMITTEE

#### 5.1 Composition of project committee

The Project committee shall consist of:

1. Director / Chair / Representative of the collaborator (position) ……………….. nominated by Collaborator as its primary point of contact;
2. One (01) member nominated by UOM as its primary point of contact;
3. Director-Enterprise as the Chairman of the Project Committee.

All such members shall be named in **Annexure D.**

5.2 The Project Team shall meet at agreed frequencies in order to evaluate the operations of the Project titled “……………………”.

5.3 The Chairman of the Project Committee shall have the overall responsibility of planning and implementing activities.

5.4 The Chairman shall also coordinate technical, and managerial functions between the Parties.

### 6. REPORTS

#### 6.1 Interim Reports

UOM will provide interim reports to Collaborator at the end of each milestone. Each interim report must address the progress to date of the Research Program, a schedule of anticipated efforts toward completing the Research Program, any new Project IP arising from the Research Program, and anything else that Collaborator reasonably requests.

#### 6.2 Final Report

UOM will provide Collaborator a final report within thirty (30) days after the conclusion of the Research Program. The final report must address all progress toward the objectives of the Research Program, any further research that might be necessary to achieve the objectives (if they were not achieved), any new Project IP arising from the Research Program, and anything else that Collaborator reasonably requests related to the Project.

### 7. INTELLECTUAL PROPERTY

### 7.1 Ownership of Intellectual Property

(a) The IP (defined IP as per the expected outcome of this research agreement) shall be solely owned by …………………, from the time of its creation, considering the factors including but not limited to data used, enterprise knowledge, fundamental IPs used for the newly generated IP (defined IP as per the outcome of this research agreement),

(b) . …………… hereby assigns to ……………… the project generated IP (defined IP as per the expected outcome of this research agreement)therein. Neither party acknowledges that this assignment does not convey any rights in any copyright in any Student Thesis.

(b) Project generated IP (define) (defined IP as per the expected outcome of this research agreement), at its creation, will be a Confidential Information of ………………..

(c) Except regarding the (defined IP as per the outcome of this research agreement), the ownership of any subsequent Intellectual Property (IP) generated from the Project such as copyrights, trademarks, patents and all other intellectual property rights shall be decided case by case basis by Parties. research project.

#### 7.2 Patenting and protection of Project IP

(a) ……………………, in its sole discretion, may elect to obtain any protection, such as patent protection, or abandon any protection for the Project IP (defined IP as per the expected outcome of this research agreement) generated from expected defined outcome from the research program.

(b) In the case, when there are other IP generated from the research program, except the defined outcome i.e. Project IP, the Project Committee shall, upon the recommendation of its Chairman, immediately notify Collaborator and UOM in writing of generated, discovered, or made IP from the research program. A declaration signed by the Chairman and the author/inventor of that Technology certifying the novelty of the said Collaboration Technology shall be annexed to the said notification.

(c) For the purposes of this clause, the term “**other research outcomes**” shall mean and include products, applications, systems, technologies, solutions, formulations, data, and information made, conceived, discovered, and developed through this Agreement, including without limitation any enhancements, additions, or improvements to the same.

(d) The declaration stipulated in clause 7.2 (C)above shall be the absolute proof for the purposes of establishing novelty, and upon receipt of such declaration, further verification shall be done by the Enterprise (University Business Linkage Cell / UBLC) unit of UOM.

(e) Either party who has the maximum capacity will file the IP on behalf of all the inventors for other research outcomes except Project IP (defined IP as per the expected outcome of this research agreement),.

#### 7.3 Use and commercialisation of Project IP

Collaborator, in its sole discretion, may decide all matters concerning the use and commercialisation of the Project IP (defined IP as per the expected outcome of this research agreement), generated from Project expected outcome.

#### 7.4 License Under Project IP

(a) In the case, where Collaborator be the sole owner of the generated intellectual property, collaborator grants to UOM a perpetual, worldwide, royalty-free, non-exclusive license to use the IP solely for research and academic purposes, with the right to grant sublicenses on similar terms to its research collaborators. Neither UOM nor its representatives have any right or license to commercialize any Project IP without the prior written agreement by Collaborator

(b) In the case, where UOM be the sole owner of the generated intellectual property, hereby agrees and acknowledges via this Agreement to license the rights of the generated IP subjected to the clause 7 to Collaborator to commercialize and utilize the other research outcomes. Any royalty payment agreed upon between the Parties will be laid down in subsequent licensing agreement/s to follow.

### 8. CONFIDENTIAL INFORMATION

#### 8.1 Use and disclosure of Confidential Information

The Recipient may use the Confidential Information solely for the purpose of this Agreement, and for no other purpose, and Recipient shall keep the Confidential Information secret and confidential, and not disclose, communicate, or otherwise make known to any person any part of the Confidential Information without the prior written consent of the Discloser, which the Discloser may give or to decline to give in its discretion.

#### 8.2 Relief to Recipient

The Recipient is relieved from the Recipient's obligations contained in clause 8.1 in respect to any Confidential Information which:

 (i) the Recipient can show was lawfully in the possession of the Recipient as at the date of the disclosure and was not subject to an obligation of confidentiality, or

 (ii) becomes part of the public domain otherwise than by a breach of this Agreement, or

 (iii) the Recipient can show was received in good faith from a person without any obligation of confidentiality.

The Recipient is also relieved from the Recipient's obligations contained in clause 8.1 to the extent that the Recipient has a legal obligation to disclose the Confidential Information, provided the Recipient notified the Discloser of the legal obligation, and if possible, postponed the disclosure to enable the Discloser, if it decides to do so, to seek relief for the Recipient from that legal obligation to disclose.

#### 8.3 Survival of obligations

The expiration or termination of this Agreement shall not affect the continuation of each party’s obligations in clause 8.

### 9. ACADEMIC PUBLICATION

#### 9.1 Approval for Proposed Publications

UOM must give Collaborator a copy of any Proposed Publication. Collaborator, within 30 days after receipt of a Proposed Publication, may object to the publication of the Proposed Publication. UOM may publish or authorise the publication of a Proposed Publication if Collaborator consents in writing to publication of the Proposed Publication, Collaborator consents in writing to publication of the Proposed Publication after revision in consultation UOM or Collaborator fails to object to publication within 30 days after receipt. Both Parties agree to acknowledge the contribution/ collaboration of both Parties in Publications.

#### 9.2 Other Party’s Confidential Information

A Proposed Publication or Student Thesis may not contain any party’s Confidential Information without its prior written consent.

### 10. EXCLUSION OF WARRANTIES

#### 10.1 Research is uncertain

Collaborator acknowledges the fundamental uncertainty with respect to the results of the Research Program.

#### 10.2 Acknowledgments

Each party acknowledges that:

(a) except for such warranties on the part of UOM as are expressly set out in this Agreement, there are no other terms or warranties binding upon UOM or between UOM and Collaborator,

(b) UOM has not made, nor has any person on behalf of UOM made any warranty, undertaking, or understanding whatsoever that is not expressly set out in this Agreement,

(c) to the full extent permitted by law, there are no statutory warranties binding upon UOM, and

(d) no representation or promise of any description, not expressly included in this Agreement, was made before this Agreement was signed.

#### 10.3 No other warranties

Collaborator acknowledges that UOM has not made and does not make any warranty or representation whatsoever as to:

(a) the safety of the expected IP outcome generated from the research program,

(b) the Commercialisation of the products derived from the Project IP,

(c) the marketability of such products,

(d) the profits or revenues that may result from the Commercialisation of such products,

(e) the Commercialisation prospects of any part of the Project IP,

(f) any research outcome,

(g) the patentability of any Project IP,

(h) the validity or enforceability of any patent claiming any Project IP, and

(i) whether any Milestone will be achieved, or is capable of being achieved.

### 11. LIABILITIES

#### 11.1 Limit on liability

(a) Notwithstanding anything to the contrary in this Agreement, a party’s entire liability under this Agreement, regardless of the basis on which the other party is entitled to claim damages (including fundamental breach, negligence, misrepresentation or other contract or tort claim), will be limited in the aggregate for all claims and causes of action to actual direct damages, but in no event more than the amount paid to that party by the other party under this Agreement.

(b) Paragraph (a) does not apply when a party breaches its obligations of confidentiality in this Agreement.

#### 11.2 Indemnity

(a) Each party indemnifies and shall continue to indemnify each other party, its officers, employees, sub-contractors and agents, from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property) arising out of that party’s own use of the Project IP, including its own Commercialisation of the Project IP (if applicable).

(b) The obligation to indemnify UOM and its officers, employees, sub-contractors and agents set out in paragraph (a) is a continuing obligation separate and independent of other obligations, and shall survive the expiration or termination of this Agreement.

### 12. DISPUTE RESOLUTION

(a) If any dispute or difference whatsoever arises between the parties concerning matters relating to this Agreement or any provision thereof, the parties herein shall use their best endeavors to resolve the dispute or difference amicably.

(b) Failing amicable resolution of such dispute or difference by the Parties and if any such dispute is not resolved within fifteen (15) business days of commencement of attempts to settle the same, such dispute shall be referred to appropriate Court of Law based on the Agreement between the Parties.

### 13. TERMINATION

* 1. Either Party may terminate this Agreement if the other Party breaches any of the terms herein contained and does not cure such breach within Fifteen (15) calendar days of written notice of the said breach by the non-defaulting Party to the defaulting Party, unless the time period for curing of breach is further extended by mutual Agreement.
	2. Either Party may terminate this Agreement at any time by giving Thirty (30) calendar days’ written notice, for convenience and without need for any reason whatsoever.
	3. Termination shall not affect the completion of ongoing activities or financial obligations that were agreed upon before termination.
	4. **Effects of Termination**

(a) Upon termination of this, the Parties agree to fulfill any outstanding obligations that were initiated prior to termination, including the completion of ongoing activities and the settlement of financial obligations.

(b) Any provisions concerning confidentiality, intellectual property, and dispute resolution shall survive the termination of this Agreement.

### 14. TERMINATION AND CONFIDENTIAL INFORMATION

#### 14.1 Return of confidential information

Immediately upon the termination or expiration of this Agreement, however that arises, unless the parties shall enter into a further Agreement in respect to the Confidential Information, the Recipient must immediately upon being so requested in writing by the Discloser, deliver to the Discloser all Confidential Information in its possession and all tangible items containing any Confidential Information or summaries thereof.

#### 14.2 Destruction of confidential Information

Any part of the Confidential Information which cannot conveniently be returned to the Discloser by the Recipient must be completely destroyed in that manner that the Discloser directs.

### 15. SERVICE OF NOTICES

Any notice sent in relation to this MOU shall be in writing, and shall be deemed to have been sufficiently served if sent to either Party by electronic mail and received by the other Party on the next Business Day, to the following e-mail addresses:

Collaborators name –

emails

UOM -

………………………………………

…………………………….

### 16. GENERAL

#### 16.1 No Assignment or sub-contracting

No party may assign, sub-contract, or transfer, any of its rights or obligations in this Agreement to any person, without the prior written consent of the other party.

#### 16.2 Relationship between the parties

No party may at any time, without the prior written consent of the other act as or represent that it is the agent, partner, joint venturer or representative of the other.

#### 16.3 Counterparts

This Agreement may be executed in separate counterparts, and all those counterparts together constitute one agreement.

#### 16.4 Legal Costs

Each party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Agreement.

#### 16.5 Warranty of Authority

Where this Agreement is signed by a person for and on behalf of a party to this Agreement, that person:

(a) warrants that the person is the authorised agent of that party with express authority to enter into and sign this Agreement for and on behalf of that party, and thereby to bind that party to the obligations upon that party contained in this Agreement; and

(b) acknowledges that the other party to this Agreement would not have entered into this Agreement but for the warranty of authority contained in paragraph (a).

#### 16.6 Whole Agreement

The parties acknowledge that solely in relation to the subject matter of this Agreement this Agreement merges all discussions between the parties, up to the date of this Agreement, the whole of the agreement between the parties is contained in this Agreement, and there are no agreements, understandings, other terms whether express or implied, or collateral agreements in force or effect between the parties that are not contained in this Agreement.

#### 16.7 Variations

No variation to this Agreement shall be binding upon the parties unless that variation is in writing, and is signed by all the parties to this Agreement.

### 16.8 Waiver

Any waiver shall be an effective waiver only if the waiver is expressly set out in writing and signed by the party making the waiver.

#### 16.9 Applicable Law

This Agreement shall be governed and construed in accordance with the laws of Sri Lanka.

#### 16.10 Severance

If it is held by a court that any part of this Agreement is or would be void, voidable, illegal or unenforceable, or the application of any part of this Agreement to any person or circumstances shall be or become invalid or unenforceable, that part shall be severable and shall not affect the continued operation of the remaining terms of this Agreement.

**SIGNATURES OF PARTIES**

**IN WITNESS WHEREOF** the authorized signatories of Parties have executed this agreement on date and place hereabove mentioned

Common Seal

The Common seal of the University of Moratuwa, Sri Lanka is placed in presence of the Vice-Chancellor and the Registrar.

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Signature Signature

Vice-Chancellor Registrar

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Signature of witness

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

Witness print full name

**ANNEXTURE A: RESEARCH PROGRAM**

**ANNEXTURE B: RESEARCH FUNDS**

Three year update of the project by UOM improvements

Payment amount is confirmed budget invoice for improvements annually

**ANNEXURE C: PROGRAM TEAM**