

**COLLABORATION AGREEMENT BETWEEN
SCRIPPS INSTITUTION OF OCEANOGRAPHY, UNIVERSITY OF CALIFORNIA, SAN DIEGO
AND THE
NAME**

This COLLABORATION AGREEMENT (“Agreement”) is entered into as of _____ (“Effective Date”), by and between The Regents of the University of California, on behalf of the Scripps Institution of Oceanography, University of California, San Diego (“SIO”) and NAME (“XXX”).

WHEREAS, SIO, through its _____, is a leader in _____ and wishes to build international collaborations;

WHEREAS, XXX is _____;

WHEREAS, SIO AND XXX wish to create a collaborative program with overall goals to enhance the existing collaborations with each other in the areas of _____, to develop new collaborations more broadly between their organizations in this arena, to initiate new projects to build stronger collaborations, and to establish an exchange program between researchers at each of the institutions;

THEREFORE, the parties agree as follows:

1. CONTACTS. The Agreement contacts are as follows:

SIO

Contractual: _____

Address: Office of Contract and Grant Administration, Scripps Institution of Oceanography, UC San Diego, 9500 Gilman Drive, La Jolla, California U.S.A. 92093-0210

Technical/Program: NAME

XXX

Contractual: NAME

Address:

Technical/Program: NAME

2. FORM. This collaboration will take, among others, the following forms:

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The terms of activities and arrangements for specific visits and exchanges and other forms of cooperation will be agreed upon in writing prior to the initiation of any activity. Any commitment of resources, financial or otherwise, in support of these activities must be contained in subsequent specific agreements.

3. PARTICIPANTS. SIO and XXX agree to host up to ___ researchers or students from the other entity at their institution. During their visit these participants will engage in research projects as appropriate and available.

Each party shall be responsible for all expenses associated with the participants that it provides, such as salary, travel, visas, medical, subsistence, etc.; however the hosting party shall assist with locating housing, orientation with local laws and customs, visa requirements, etc, as resources permit.

4. EXPENSES AND RESOURCES. This agreement does not include any immediate funding. Each party shall support the joint programs, whenever feasible. Further, the parties will combine their efforts to request funds from national and international programs that will allow them to carry out their joint research activities.

Notwithstanding the above, each party shall be responsible for all expenses associated with the participants that it sends to the other institution, such as salary, travel, visas, medical, subsistence, etc.; however the hosting party shall assist with locating housing, orientation with local laws and customs, visa requirements, et cetera, as resources permit.

5. TERM OF AGREEMENT. This agreement will commence on the Effective Date and shall remain in effect for ___ years. This agreement may be extended by mutual, written agreement, signed by the duly authorized representatives of both institutions. Notwithstanding the foregoing, either party may terminate this agreement at any time upon thirty (30) days written notice to the Contacts named in Article 1; however, no termination shall adversely interrupt or impair active participation in a program already in progress.

6. USE OF NAME. Neither party may use the name of the other in any public announcements or other public releases without its prior written approval.

7. DISCRIMINATION PROHIBITION. Each party agrees not to discriminate in the selection or acceptance of any participants on the basis of race, color, national origin, religion, gender, sexual orientation, mental or physical disability, age, veteran's status, ancestry, marital status or citizenship within the limits imposed by law or UC San Diego policy.

8. INDEMNIFICATION. Each party shall indemnify, defend and hold harmless, the other party, its officers, agents, and employees from and against any claims, damages, costs, expenses or liabilities (including an amount equal to reasonable attorneys' fees), arising out of the performance of this Agreement including, without limitation, claims, damages, costs, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such claims, damages, costs, expenses, or liabilities arise out of the negligence or willful acts or omissions of the indemnifying party.

9. DISPUTES AND GOVERNING LAW. This agreement will be governed in all respects by the laws of the State of California. In the event of any difference, dispute, or question arising from this agreement, the responsible persons from each institution will endeavor to settle such matters amicably between themselves.

If any part or any provision of this agreement shall prove to be unenforceable in law, all other provisions of this agreement shall remain valid and enforceable to the fullest extent permissible by law. The remainder of this agreement shall continue in full force and effect and the parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.

[International partner] waives all claims of sovereign immunity, consents to the jurisdiction of the courts of the United States, and consents to the receipt of all notices (including service of process) through the mail or as otherwise allowed by law.

10. INTELLECTUAL PROPERTY. In the event that intellectual property is developed by the parties during the collaboration, the parties will discuss appropriate disposition of such intellectual property in accordance with each party's policies and practices.

[International partner] participants must sign form *UPAY 585(R 11/2011): Patent Acknowledgement*, prior to conducting research at UC San Diego.

OR

All intellectual property and data generated under this Agreement will be administered in accordance with UC San Diego policies and procedures. It is a University of California policy that the University is the owner of any intellectual property derived from any work carried out exclusively within its facilities. UC San Diego and [international partner] will work together to discuss the management and disposition of inventions made under this Agreement by [international partner]-sponsored scholars while working at UC San Diego, with the goal of achieving an outcome that includes benefits to the scholar's home institution.

11. PUBLICATION. In accordance with scientific practices, each party may publish the results of its research. Such articles will be provided by the publishing party to the other party for review prior to publication. Each institution will seek to ensure that contributions to the collaborative activities are acknowledged in publications and presentations, as scientifically appropriate.

12. EXPORT CONTROL. The parties agree to abide by all United States export control regulations. Notwithstanding the foregoing, the parties do not intend to transfer export controlled materials or information/data under this agreement. If export controlled materials or information/data do need to be transferred, the disclosing party shall identify in advance the export classification of any controlled materials or information/data in order that the receiving party can establish a control plan.

13. TRANSLATION / LANGUAGE

This agreement has been executed in English [and language]. The English language will control the interpretation of this agreement and all other writings between the parties. Any translated writing, including this agreement, will not alter the legal meaning of such writing or the intent of the parties.

OR

This agreement has been executed in English and [language]. It is the intent of the parties that both versions be identical in substance, spirit, and interpretation. In the event of a conflict between the English and the [language] versions, the English language version shall prevail.

14. AMENDMENTS

Any change to, or modifications of, this agreement must be in writing, and shall only be effective if signed by the duly authorized representatives of both institutions.

15. ENTIRE AGREEMENT

This agreement contains all of the terms and conditions agreed upon by the parties and supersedes any prior agreement, oral or written, and all other communications between the parties.

16. ELECTRONIC COPIES, SIGNATURES, AND AMENDMENTS OR CHANGES. The parties agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. For purposes of this agreement and any subsequent modifications, “original signature” shall include an ink or electronic signature. The parties further waive any right to challenge the admissibility or authenticity of this agreement in a court of law based solely on the absence of an original signature and/or original document. This provision shall be upheld and shall survive termination of the agreement for a period of 5 years for purposes of establishing validity of this agreement (including amendments) regardless of any choice of law determination made by a court or other authority. Amendments or changes to this agreement must be in writing and signed by the parties' authorized representatives.

17. COUNTERPARTS. This agreement and any amendment to it may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed the present agreement on behalf of their respective institutions.

Name
Scripps Institution of Oceanography
The Regents of the University of California, UC San Diego

Date

NAME
Institution

Date