

**45-Research and Development Agreement:** Outlines terms for collaborative R&D projects.

## Research and Development Agreement

**Effective Date:** [Date]

**Between:**

**Party A:** [Party A's Full Name or Company Name], located at [Party A's Address].

**Party B:** [Party B's Full Name or Company Name], located at [Party B's Address].

*(Additional parties may be added if applicable.)*

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### 1. Purpose of Agreement

- **1.1** The purpose of this Agreement is to set forth the terms and conditions under which the parties will collaborate on a research and development project (the "Project") to achieve the following objectives:
    - **a.** [Description of the research and development project goals.]
    - **b.** [Any specific technologies, products, or innovations to be developed.]
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### 2. Scope of Work

- **2.1 Project Plan:** The parties agree to collaborate on the Project in accordance with the project plan outlined in Exhibit A (attached). The Project Plan will include:
    - **a.** Description of research activities and deliverables.
    - **b.** Timelines and milestones.
    - **c.** Allocation of tasks and responsibilities.
  - **2.2 Changes to Scope:** Any changes to the scope of the Project must be agreed upon in writing by both parties.
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### 3. Roles and Responsibilities

- **3.1 Party A's Responsibilities:** Party A agrees to perform the following tasks related to the Project:
  - **a.** [List specific tasks or contributions from Party A.]
- **3.2 Party B's Responsibilities:** Party B agrees to perform the following tasks related to the Project:
  - **a.** [List specific tasks or contributions from Party B.]

- **3.3 Collaboration:** Both parties agree to collaborate in good faith and share relevant information, data, and resources necessary to complete the Project successfully.
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#### 4. Funding and Costs

- **4.1 Funding:** Each party agrees to contribute the following amounts or resources toward the funding of the Project:
    - a. Party A will contribute [Amount] USD.
    - b. Party B will contribute [Amount] USD.
    - c. Any additional contributions from third parties, if applicable.
  - **4.2 Cost Sharing:** The parties agree to share the costs of the Project as follows:
    - a. [Percentage]% by Party A.
    - b. [Percentage]% by Party B.
  - **4.3 Payments:** Payments for project-related expenses shall be made on a [monthly/quarterly] basis or as otherwise agreed by the parties.
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#### 5. Intellectual Property Rights

- **5.1 Ownership of Existing IP:** Each party retains ownership of any intellectual property (IP) they owned prior to entering into this Agreement.
  - **5.2 Ownership of Project IP:** Any intellectual property developed or created during the course of the Project (the "Project IP") will be owned as follows:
    - a. Jointly by both parties.
    - b. Or, in a proportion based on each party's contributions as agreed upon in Exhibit B.
  - **5.3 Licensing of IP:** If necessary, the parties may grant each other non-exclusive, royalty-free licenses to use the Project IP for the purposes of the Project and commercialization.
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#### 6. Confidentiality

- **6.1 Confidential Information:** Each party agrees to keep confidential any proprietary information or trade secrets disclosed by the other party during the Project. Confidential information includes, but is not limited to:
  - Business strategies, technologies, designs, research data, and financial information.
- **6.2 Duration of Confidentiality:** The obligations of confidentiality shall remain in effect for a period of [Number] years after the termination of this Agreement, unless otherwise agreed by both parties.

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## 7. Publication and Publicity

- **7.1 Publication of Results:** The parties may agree to publish the results of the Project, provided that such publication does not disclose confidential information or infringe upon any intellectual property rights.
  - **7.2 Review Period:** Either party wishing to publish results must submit the proposed publication to the other party for review at least [Number] days prior to submission for publication.
  - **7.3 Public Announcements:** No party shall make any public announcements regarding the Project without the prior written consent of the other party.
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## 8. Term and Termination

- **8.1 Term:** This Agreement shall commence on the Effective Date and remain in effect for [Number] years or until the completion of the Project, whichever occurs first.
  - **8.2 Termination for Convenience:** Either party may terminate this Agreement for any reason by providing [Number] days' written notice to the other party.
  - **8.3 Termination for Breach:** Either party may terminate this Agreement for material breach by the other party, provided the breaching party fails to cure such breach within [Number] days after receiving written notice of the breach.
  - **8.4 Effect of Termination:** Upon termination, each party shall return or destroy any confidential information received from the other party and cease all work related to the Project.
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## 9. Warranties and Representations

- **9.1 Each party represents and warrants that:**
    - **a.** It has the legal right to enter into this Agreement and to fulfill its obligations under this Agreement.
    - **b.** All work performed under this Agreement will be conducted in compliance with applicable laws and regulations.
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## 10. Indemnification

- **10.1** Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of:
  - **a.** Breach of this Agreement.
  - **b.** Negligence or willful misconduct.

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## 11. Dispute Resolution

- **11.1** In the event of a dispute arising under or related to this Agreement, the parties agree to first attempt to resolve the dispute through good faith negotiations.
- **11.2 Mediation/Arbitration:** If the dispute cannot be resolved through negotiation, the parties agree to submit the matter to [mediation/arbitration] in accordance with the rules of [Arbitration Organization] in [Jurisdiction].

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## 12. Governing Law

- **12.1** This Agreement shall be governed by and construed in accordance with the laws of the State of **[State]**, without regard to its conflict of law principles.

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## 13. Miscellaneous Provisions

- **13.1 Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral.
- **13.2 Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.
- **13.3 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## 14. Signatures

By signing below, the parties acknowledge that they have read and fully understand the terms of this Research and Development Agreement and agree to be bound by them.

### Party A

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

Name: [Party A's Full Name]

Title: [Title]

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

### Party B

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

Name: [Party B's Full Name]

Title: [Title]

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

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**Disclaimer:** This template is provided for informational purposes only and does not constitute legal advice. Research and development agreements can involve significant legal and financial obligations, and it is recommended to consult a qualified attorney to ensure that any agreement meets all legal requirements and addresses the specific needs of both parties.