

RESEARCH AND INTELLECTUAL PROPERTY AGREEMENT

Concluded between

1- SAINT JOSEPH UNIVERSITY,

An academic institution of Lebanese law, with its headquarters in Beirut, rue de Damas street, Rectorate building, Lebanon, duly represented by the RP Rector or by any person having received powers from him.
(Hereinafter, “ the University “)

And:

2- Sir / Madam _____,

nationality _____, having elected residence for the purposes of this Convention at _____, Lebanon; further information concerning the Researcher is mentioned in Article 2 below and in Annex No. 2 to this Agreement.

(Hereinafter, the “ Researcher “)

(The University and the Researcher are designated in this Agreement, together as the « Two parties », And each separately as the « Party “).

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PREAMBLE

- WHEREAS**, as part of its mission, the University is committed to encouraging and developing research in all its aspects, within the framework of its various institutes, faculties and laboratories;
- WHEREAS** for this purpose the University can provide various types of support to researchers *inter alia* financing and / or making available resources of all kinds;
- WHEREAS** the Researcher, as presented in Article 2 below, applied for the University’s support for his project, also presented in Article 2 below;
- WHEREAS** the University has agreed to the Researcher’s request, under the terms and conditions of this Agreement;

IN WITNESS WHEREOF IT HAS BEEN AGREED AS FOLLOWS:

ARTICLE 1: VALUE OF THE PREAMBLE - ENTIRE AGREEMENT

- 1.1. The Preamble above, as well as the Annexes thereto annexed which are duly signed by the Two Parties, are an integral part of this Convention.
- 1.2. This Convention contains the entire agreement of the two Parties, and the latter declare that there is no other agreement between them, express or implied, verbal or written, related to the subject of this Convention. This Agreement can only be modified by a written document duly signed by both Parties.
- 1.3. All terms beginning with a capital letter have the meaning assigned to them when they are first used in this Agreement.

ARTICLE 2: PRESENTATION OF THE RESEARCHER AND THE PROJECT

- 2.1 The status of the Researcher, whose identity is given at the beginning of this Agreement, is detailed in Annex n° 1 to this Convention.
- 2.2 Within the framework of this Agreement, the Researcher is working on the project detailed in Annex n° 2 to this Agreement (hereinafter, the “**Project**”).
- 2.3 As provided in Article 1.2. *in fine* above, the two Parties agree that, more specifically, no modification of any kind may be made to Annex n° 1 and / or to Annex n° 2 unless by virtue of a written document duly signed by the two Parties and expressly mentioning that it amends this Agreement. Any other document of any kind or form will have no legal value between the two Parties.

ARTICLE 3: COMMITMENT OF THE RESEARCHER TO RESPECT INTELLECTUAL PROPERTY

- 3.1 The Researcher formally declares that he is aware of the fact that this Agreement binds him to an academic institution which places scientific ethics and professional conduct above all other considerations in research matters. He undertakes to respect, at all times, both within the framework of the Project and outside this framework, the intellectual property of others, whether they are members of the University in any capacity whatsoever or third party, and, in a more specific but non-limiting manner, he undertakes never to act in a way that could violate or give the impression of violating the said intellectual property.
- 3.2 The Researcher immediately and irrevocably exonerates the University, and definitively disclaims it, of any responsibility which may arise from his violation of the intellectual property of others, and he undertakes to assume, alone, all the consequences that could arise *inter alia* by paying all defense costs and fees that the University may have to pay as well as any indemnities to which it could be condemned, without any limitation of any kind. In addition, the University reserves the right to sue the Researcher for the moral prejudice it has suffered in this way.

ARTICLE 4: USE OF UNIVERSITY RESOURCES

- 4.1. The Researcher undertakes to use the resources made available by the University as detailed in Annex 2 (hereinafter, the “**Resources**”) only within the strict framework of the Project, and therefore to refrain from using them, even temporarily or partially, for other research purposes or for personal profit or non-profit purposes.
- 4.2 The Researcher declares to know that the provision of Resources made available to him by the University is provisional and limited in time, and that it does not give him, once this Agreement has expired or is terminated, any acquired right of any kind to the continuation of this provision or any compensation of any kind.

- 4.3 Any modification or improvement made to the Resources by the Researcher becomes and remains ipso jure the exclusive property of the University, and the Researcher is not entitled to claim any remuneration or indemnity for this purpose.
- 4.4 The Researcher irrevocably exonerates, as of now, the University and acquits it, from all responsibility that might arise from his utilization of the Resources outside the framework of the Project, et commits to assume all the consequences that might result *inter alia* by paying all defense costs and fees that the University may have to disburse as well as any indemnities to which it could be condemned, without any limitation of any kind. Furthermore, in the event of the use of Resources outside the framework of the Project, the University reserves the right to claim from the Researcher compensation equal to the cost of this use increased by any material and / or moral damage suffered by the University.
- 4.5 Notwithstanding the existence or the absence of insurance covering the Resources (loss, destruction, etc.) and the risks arising from their use (personal injury and material damage), the University reserves the right to sue the Researcher directly in the event of damage caused to the Resources and / or damage caused by the use of the Resources outside the framework of the Project.

ARTICLE 5: CONFIDENTIALITY

- 5.1 For the purposes of this Agreement, the expression “**Confidential Information**” means any or all information, whatever its form, nature or source, which will be disclosed or communicated by the University (the “**Disclosing Party**”) to the Researcher (the “**Receiving Party**”) within the framework of this Agreement, that this information concerns *inter alia* the Disclosing Party, the Project, third parties, etc. Confidential Information does not cover information that:
- have been developed by the Receiving Party independently of the Disclosing Party without benefiting from the information disclosed under this Agreement, or that were already in the Receiving Party’s possession at the time of their disclosure provided that the latter can prove it;
 - at the time of their disclosure, are of or enter the public domain, their disclosure not being the result of an action or an omission of the Receiving Party;
 - are expressly authorized in writing by the Disclosing Party as non-Confidential Information; or
 - have been obtained by the Receiving Party from a third party who has the right to disclose them.
- 5.2 Subject to local laws or legal provisions which would require the disclosure of Confidential Information to public or to judicial authorities, the Receiving Party commits to disclose Confidential Information, and only on a strict « *need-to-know* » basis, only to persons contractually linked to them and subject to an identical duty of confidentiality under the direct and personal responsibility of the Receiving Party towards the University. The Receiving Party undertakes to take all necessary measures to prevent any disclosure, reproduction or commercial or personal use, in any manner whatsoever, of all or part of the Confidential Information, by the above-mentioned persons or any other persons with which the Receiving Party would be in relation in any capacity whatsoever.
- 5.3 The Receiving Party undertakes never to use the Confidential Information, directly or indirectly, for personal purposes and, more generally, to use it only within the framework of the Project.
- 5.4 The disclosure by the Disclosing Party to the Receiving Party of Confidential Information that the Disclosing Party currently owns or that it would come across in the future cannot in any way be considered as the granting of a right or an authorization in any way whatsoever.
- 5.5 All Confidential Information disclosed under this Agreement is and will remain the property of the Disclosing Party which may, at any time, request the Receiving Party, and at the sole discretion of the Disclosing Party, either to return or destroy them, in which case the Receiving Party must comply within two working days from the receipt of the said request from the Disclosing Party, the Receiving Party agreeing not to keep any copy (on paper or electronic) of the Confidential Information, except what is legally required.

ARTICLE 6: MODALITIES OF THE WORK ON THE PROJECT

The Researcher must keep the University informed of the state of his work and of the Project's progress. To this end, he must submit to the University Research Council, at the end of each semester, a detailed report on the progress of his work according to the agenda set during his presentation of the Project to the University. Thus, for example, for the doctoral researcher, a follow-up notebook will be kept by the interested party, regularly updated and communicated to the University which owns it.

ARTICLE 7: OWNERSHIP OF PROJECT RESULTS

- 7.1 The Researcher confirms that the expected result of the Project (hereinafter, the **“Result”**) is the one mentioned in Annex n° 2, and he admits, if he is part of a team (and this would, if necessary, be mentioned in Annex n° 1), that the merit of the Result goes to the team collectively and not to him alone individually.
- 7.2 The University and the Researcher, whether he is an individual researcher or member of a team, definitively and irrevocably agree that the University is and will always be, and in any event, the sole and exclusive owner of the intellectual property *lato sensu* of the Project, of the work undertaken by the Researcher within the framework of this Agreement, of the Result and / or of any other results achieved, incidentally or solely and which would be different from the Result and this, whatever their nature and form (hereinafter, the **“Intellectual property”**), in particular and the list is not exhaustive:
- a) The intellectual or artistic property, as regulated by Law No. 75 of April 3rd, 1999 and / or any other applicable national or international texts.
 - b) The invention patent, as regulated by Law No. 240 of August 7th, 2000 and / or any other applicable national or international texts.
 - c) Trademarks, designs and names, as regulated by Decree No. 2385 / L of January 17th, 1924 and / or any other applicable national or international texts.
- 7.3 The University enjoys entirely and exclusively, and exercises alone, all material (including *inter alia* financial rights) and moral rights relating to and arising from the Intellectual Property. The Researcher definitively and irrevocably acknowledges having no rights of any kind over it.
- 7.4 The University may, at any time and unilaterally, take all the necessary measures, in its own name and on its exclusive account, for the deposit, registration, publication, protection, etc., of the Intellectual Property. The Researcher undertakes never to dispute this and never to take any measure of any kind having the object and / or consequence of limiting or infringing, in any way whatsoever, the Intellectual Property.
- 7.5 The University may, in its sole discretion, grant the Researcher certain material and / or moral rights, over the Intellectual Property *inter alia* the right to publish, the right to inform third parties of his participation in the Project, the right to collect copyright, etc., it being understood that with regard to the right to publish, the consent of the University may be refused to the Researcher only for legitimate reasons duly justified. This cannot in any way be tacit and can only result from a written and express statement issued and signed by the University. In the absence of such a written document, the Researcher cannot exercise any right, be it material or moral, in relation to the Intellectual Property. More specifically, it is already agreed that, with regards the patents of invention only, the procedure will be as follows:
- a) Income generated by the exploitation of the patent (hereinafter, **“Income”**) Will be divided between the University and the Researcher in proportions which will be negotiated, on a case-by-case basis, before the filing of the patent application.
 - b) In the event that the University alone provides funding for the research and / or the patent, the Income will be shared equally (one third for each) between the University, the Researcher, and the faculty or structure where the research has been done.

- c) In the event that donors have participated in the funding of the research and / or the patent, the University will pay them a portion of the Income in proportion to their participation.
- d) In the event that the decision to patent requires the participation of external partners, the Income will be shared between the latter and the University, in proportion to the funding of each, with the University having to pay in turn, from its co-payment received, to the Researcher and to the faculty or the structure where the research was carried out, a portion which will be agreed upon according to a case-by-case basis.
- e) In all cases above, it will be up to the University to collect the Income and to distribute it between the different beneficiaries as detailed above, it is to be understood that the University will deduct Income and take ownership directly and in priority, before the distribution between the different beneficiaries, an amount covering all the costs it would have incurred for the filing and registration of the patent.

ARTICLE 8: DURATION OF THE AGREEMENT - SURVIVAL OF THE PROVISIONS

- 8.1 This Agreement takes effect on the date of its signature. It will remain in force for the duration of the Project as determined in Annex n° 2. If, at the end of the term established in Annex n° 2, the Project is not completed, the University reserves the right, in its sole discretion, to extend this Agreement if the Researcher accepts it or to refuse such extension if the Researcher requests it. No tacit extension can be taken for granted, whatever the behavior of the University at the end of the term, and any extension should be the subject of an express agreement, written and signed by both Parties.
- 8.2 The Agreement may terminate early, before its term as set out in Article 8.1. above, in one of the following two situations which are listed exhaustively:
- a) In case of violation by the Researcher of one of its commitments or non-performance of any of its obligations provided for in this Agreement or more generally by the law, the University may, in its sole discretion, consider that the present Agreement is automatically duly terminated without the need for formal notice or intervention by the courts under article 241 of the Code of Obligations and Contracts. The delay or lack of reaction by the University in such a case can in no way be interpreted as a tolerance or withdrawal of its right to draw the consequences of this violation, nor constitute a waiver of its right to consider the Agreement as automatically terminated.
 - b) In the event of a case of force majeure or act of God or an external event which upsets the economy of this Agreement, each Party may, at its discretion, consider that this Agreement is automatically terminated without intervention of justice if the force majeure does not disappear within a period of 60 (sixty) days from the date of its discovery by a notification made by one of the two Parties to the other Party.
- 8.3. The provisions of Articles 5, 7 and 11 of this Agreement shall survive the termination of this Agreement.

ARTICLE 9: TAX AND SOCIAL STATUS OF THE RESEARCHER

- 9.1 The Researcher is responsible for his own fiscal and social status, and he must directly pay the amounts due under all taxes, duties, social charges, fees and others which are or will be applicable to him under this Agreement under the terms of the applicable laws.
- 9.2 However, the Researcher irrevocably authorizes the University to make any deduction at source that the laws in force impose for any reason whatsoever.



ARTICLE 10: NOTIFICATIONS

- 10.1 The two Parties elected residence at the addresses indicated on the first page of this Agreement where they will be considered as validly notified.
- 10.2 Any change of address made by one of the two Parties will only take effect with respect to the other Party if the latter is duly notified.

ARTICLE 11: APPLICABLE LAW - ARBITRATION

- 11.1 Substantial Lebanese law is applicable, excluding its conflict of laws rules.
- 11.2 Any disputes arising from or in connection with this Agreement shall be definitively settled in accordance with the Conciliation and Arbitration Rules of the Beirut Chamber of Commerce and Industry by three arbitrators appointed in accordance with these Rules. The two Parties declare that they submit to the provisions of the said Regulations, undertake to comply with them, renouncing in advance all the remedies which they can legally renounce. Each party will ultimately bear their own costs and expenses of arbitration.
- 11.3 If the Researcher is of French nationality, he expressly waives the privileges of courts provided for in articles 14 and 15 of the French Civil Code.

This Agreement, consisting of 9 (nine) pages and 2 (two) Appendices, is concluded on _____
2018, in two original copies, one for each party.

The Rector of Saint-Joseph University

The Researcher





APPENDIX 1

**to the Agreement concluded between Saint Joseph University and the Researcher
Presentation of the Researcher (as provided for in Article 2.1. of the Agreement):**

The Researcher is: -----

A teacher / Student / -----

Faculty -----

Individual / team researcher -----

APPENDIX n°2

**to the Agreement concluded between Saint Joseph University and the Researcher
Presentation of the Researcher (as provided for in Article 2.2. of the Agreement):**

Project title: -----

Financing: CR, CNRS, AUF, CEDRE, Other -----

Duration: -----

Expected result:

- Intellectual or artistic property: Law No. 75 of April 3rd, 1999.
- Patent: Law No. 240 of August 7, 2000.
- Marks, designs and names: Decree No. 2385 / L of January 17, 1924.
- Other.

