

# Institute for Analytical Philately, Inc.



## RESEARCH GRANT AGREEMENT

**THIS RESEARCH GRANT AGREEMENT** ("Agreement"), made and entered into as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the **Institute for Analytical Philately, Inc.** a Nonprofit Nevada Corporation, (hereinafter "IAP") and Name of Researcher (hereinafter "Researcher").

**WHEREAS** the Researcher and IAP wish to enter into this agreement (the "Agreement") pursuant to which IAP will provide a grant to the Researcher to partially support the Researcher to conduct the Research Project as set forth in Appendix A (the "Research Project") in accordance with the terms of this Agreement;

**WHEREAS** IAP is supporting Researcher for the purpose of advancing the state of philatelic knowledge;

**WHEREAS** advancing the state of knowledge means that Researchers data and conclusions must be publicly disseminated;

**The Researcher and IAP now agree as follows:**

### **Article 1. IAP Oversight**

Responsibility for managing and performing the Research Study shall rest at all times with the Researcher. A senior fellow of IAP ("Senior Fellow") will be assigned to provide reasonable assistance to the Researcher in obtaining help needed for performing the Research Study and for publishing the Research results. Such help will include, but not be limited to, identification of proper resources, identification of possible external consultants, and review of Work Products arising from the Research Study. The Senior Fellow for this Study is *[enter IAP fellow name here]*.

### **Article 2. Publication of Results**

Publication of Research results under Researcher's name is solely the responsibility of the Researcher. IAP will assist Researcher with advice if needed, but IAP will not write the article. If Researcher cannot get acceptance from a journal, then IAP may publish it, at IAP's option, for you in a manner of IAP's choosing. In all cases, IAP reserves the right to publish such results.

### **Article 3. Grant and Terms of Payment**

IAP will pay to the Researcher the grant as provided in Appendix B (the "Grant") in accordance with the payment provisions set forth in Appendix B for utilization by the Researcher in the conduct of the Research Study. Such grant monies shall be paid to Researcher upon completion of all items presented in the Statement of Work, and delivery of all Work Products, as set forth in Schedule A. ***The last Work Product of all funded grants shall be the publication of the Research results as noted in Article 2.*** Only upon notification that the research results have been accepted for such publication as evidenced by formal communication from the publisher shall the Research Study be deemed complete. To ensure the opportunity for the IAP to publish, on payment of IAP grant money to Researcher, Researcher agrees that IAP will have publications rights, regardless of whether the Research results are published in a journal only, an IAP publication, or both.

### **Article 4. Term of the Research Study**

The Research Study will be conducted in accordance with appropriate scientific and professional standards with an expected start date of *[enter date]* and an expected completion date of *[enter date]*

### **Article 5. Confidential Information**

Each of the Researcher and IAP may disclose information it considers confidential to the other to facilitate the Research Study. Each party will use all reasonable efforts to treat and keep confidential, and cause its officers and employees, to treat and keep confidential, any such information received by it from the other marked "Confidential". Such reasonable efforts will be no less than the efforts used by the recipient to protect its own confidential information. The obligation to keep information confidential will not apply when the recipient had possession of the information before being provided with the same by the discloser, when

the information becomes public knowledge through no fault of the recipient, when the information is received by the recipient from a third party without the recipient having a duty of confidentiality, when the recipient is ordered by judicial or administrative process to disclose any or all of the information or if the discloser gives prior written consent to disclosure.

**Article 6. Ownership of Research Results**

All Research Results will be owned by the Researcher. Research Results means any and all intellectual property developed through the Research Study but does not include previously existing information or methods, techniques, processes or computer codes utilized for the conduct of the Research Study. IAP will be provided with a copy of a final report (the “Research Report”) of the Research Study that will disclose the Research Results other than those for which the owner alone or with or through others is seeking, or has obtained, statutory protection.

**Article 7. Use Rights of IAP**

IAP will have a royalty free non-exclusive right to use for such purposes as it deems appropriate the Research Results disclosed in the Research Report. Nothing in this Agreement is a right or license in favor of IAP to use any intellectual property of the Researcher which is not a part of the Research Results disclosed in the Research Report. IAP also will have royalty-free rights to use, copy or modify the published Research results and, especially, to publish said results under the auspices of IAP. Researcher understands that such IAP publication may be sold and, if so, Researcher waives all rights to any fees or royalties so derived.

**Article 8. Publication Rights**

No rights granted to IAP pursuant to this Agreement will restrict the right of the Researcher to publish or permit others to publish the Research Results or to use or permit others to use the Research Results.

**Article 9. Use of Name**

IAP may use the Researcher’s name in any marketing and publicity materials, including without limitation the fact the Researcher received funding from IAP, the title of the Research Project, and any other factual information relative to the Agreement. Researcher has a similar right to use IAP’s name in any press releases, presentations or other public disclosures. Researcher shall not utilize the name of IAP or the Principal Investigator in conjunction with the Researcher’s use or exploitation of the Research Results, including without limitation, the development, production or marketing of products without prior written permission of IAP.

**Article 10. Notice**

All Notices required by this Agreement must be in writing, delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt by the persons specified below:

For IAP	For Researcher
David L. Herendeen	
_____ President	_____
_____ Institute for Analytical Philately, Inc.	_____
_____ 5612 Blue Peak Ave	_____
_____ Las Vegas, NV 89131	_____
_____ Email: DHerendeen@AnalyticalPhilately.com	_____

In order for any notices, requests, directions, or other communications to be effective, the same will be delivered in person or sent by registered mail or email addressed to the party for whom it is intended at the above-mentioned address and will be deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other party and, if sent by email, when transmitted. The address or email of either party may be changed by notice in the manner set out in this Section.

**Article 11. Warranty**

The Researcher does not promise any particular result from the research. Except as provided herein, the Researcher makes no representation or warranty, express or implied with respect to the Research Study or the Research Results. All warranties and conditions, expressed or implied, statutory or otherwise, are hereby disclaimed. IAP assumes the risk of defects or inaccuracies in any use by it of the Research Results and the Researcher will have no liability, consequential, special, punitive or otherwise which might arise therefrom.

**Article 12. Miscellaneous Provisions**

**12.1 Relationship of the Parties.** This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

**12.2 Force Majeure.** Neither party is liable under this Agreement for non-performance caused by event or conditions beyond that party's control if the party makes reasonable efforts to perform.

**12.3 Death or Incapacity of Researcher.** In the event that the Researcher should be unable to satisfy the requirements of this Agreement due to death or incapacity ,IAP shall not be obligated to pay the grant as set forth in Article II above.

**12.3 Validity.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

**12.4 Entire Agreement.** This Agreement is the entire agreement between the parties relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party

**12.5 Headings.** The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

**12.6 Applicable Law and Venue.** This Agreement shall be construed and enforced under the laws of the State of Nevada.

**12.7 Other Instruments.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**Institute for Analytical Philately, Inc.**

**Researcher**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# APPENDIX A

## RESEARCH PROJECT STATEMENT OF WORK

The following tasks shall be completed for the Research Project entitled “This is my Big Chance”

Task 1. Data Collection

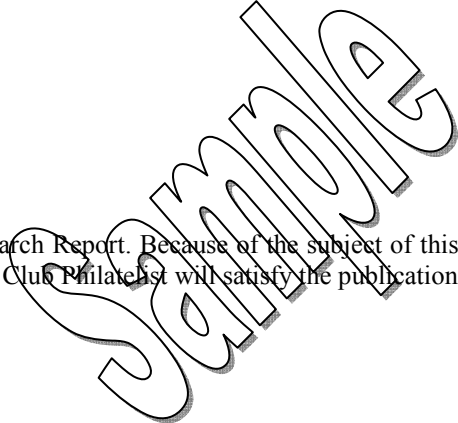
Task 2. Data Reduction

Task 3. Statistical Analysis

Task 4. Proving the Hypothesis

Task 5. Final Report

Task 6. Publication of Formal Research Report. Because of the subject of this Research study, IAP feels that publication in the London Philatelist or the Collectors Club Philatelist will satisfy the publication requirement.



# APPENDIX B

## RESEARCH PROJECT PAYMENT SCHEDULE

As set forth in Article II of the Research Grant Agreement, upon completion of the Research Project entitled “This is my Big Chance”, IAP shall pay to the Researcher the sum of *[enter amount here]*.

**Institute for Analytical Philately, Inc.**

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**Researcher**

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By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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