

Institute for Analytical Philately, Inc.



CENTER OF EXCELLENCE AGREEMENT

This **CENTER OF EXCELLENCE AGREEMENT** (hereinafter "CE 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 the **Organization** (hereinafter "CEMember").

Article I. General Provisions

1.1 **Business Purpose.** The purpose of this CE Agreement shall be to for the parties to cooperate in the performance of philatelic research of a technical and analytical nature.

1.2 **Term of the Agreement.** This CE Agreement shall commence on the date first above written (herein after "Effective Date") and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

Article II. General Definitions

The following comprise the general definitions of terms utilized in this Agreement:

2.1 **Researcher.** Is any person or organization which has received funding from IAP, including employees and students of CEMEMBER, to perform a specific research project.

2.2 **Research Grant Agreement.** Is an agreement defining the work that will be performed by a Researcher under funding from IAP.

2.3 **Work Products.** Are the results of any research performed under research funded by IAP. Such products are defined in the Research Agreement made with the Researcher. Typically these products include reports, notes, computer programs, and other materials generated during the research activity.

2.5 **Cross-Promotional Activities.** Are activities performed by either or both parties to publicize the formation of and continued operation of the CE Agreement .

Article III. Rights and Duties of the Parties

3.1 Duties under this Agreement.

(a) IAP will provide support for consulting by staff of CEMEMBER and use of CEMEMBER laboratory time and equipment. Consulting rates for senior CEMEMBER staff shall be \$____ per hour, and fees for use of laboratories and equipment shall be \$.____ per hour. (b) IAP shall provide an initial grant of \$____ to CEMEMBER. This grant is a prepayment of consulting and laboratory fees that shall be expended during IAP supported research efforts. (c) The funding of CEMEMBER students for specific efforts of either a theoretical or experimental nature by IAP may be undertaken. In such event, all costs shall be determined for each individual case. For any such efforts, IAP shall pay all fees directly to CEMEMBER in the form of a grant. Further, IAP agrees that for such projects no accounting of funds shall be required beyond the deliverables set forth in an executed Research Agreement. (d) CEMEMBER shall provide, to the limit funded as specified in subsection (a) of this section, support and laboratory access to IAP researchers with thirty (30) days written notice. Such notice will include the dates, duration and equipment that will be used by the Researcher.

3.2 **Co-Funded Research.** CEMEMBER and IAP may agree to co-fund research projects. In all such cases, any contribution from IAP shall be paid directly to CEMEMBER in the form of a grant. Liaison with Researcher shall be performed by either IAP or CEMEMBER by mutual agreement of IAP and the CEMEMBER.

Article IV. Intellectual Property Rights

4.1 Each party acknowledges that it shall not acquire any Intellectual Property Rights under this Agreement in materials of the other, and all rights therein are strictly reserved. Any goodwill arising in the course of this Agreement with respect to either party shall accrue solely for the benefit of that party.

4.2 As provided in the Research Grant Agreement of a researcher that is co-funded research under this Agreement, IAP shall have the non-exclusive right (but not the obligation) to publish the researcher's results (unless otherwise specified by the particular Research Grant Agreement).

Article V. Payment of Expenses

Any and all expenses of this CE Agreement and all Research activities deriving from this agreement shall be paid by the party incurring said expenses.

Article VI. Liability and Indemnification of the Parties

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties and such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the CE Agreement.

Article VII. Termination

7.1 **Methods for Termination.** Either party may terminate this Agreement: (i) without cause and for any reason, on sixty (60) days written Notice to the other party; or (ii) immediately upon giving Notice of any material breach by the other party if the nature of the breach is such that it cannot be remedied; or (iii) thirty (30) days following Notice to the other party of a material remedial breach, if the other party has not remedied such breach within that thirty-day period.

7.2 **No Liability for Termination.** The right of termination provided herein is absolute and the party terminating shall not be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to a termination in accordance with the provisions of this Section. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the termination of the business relationship.

7.3 **Continuing Obligations.** The parties agree to continue and complete any CE Agreement activities hereunder involving commitments by either party to any Researcher or other third party incurred prior to the date of expiration or termination and in process on such date.

Article VIII. Notices

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:

David L. Herendeen	_____
President	_____
Institute for Analytical Philately, Inc.	_____
5612 Blue Peak Ave	_____
Las Vegas, NV 89131	_____

Article IX. Cross-Promotional Activities

9.1 Upon execution of this agreement, parties shall, at their option, prepare and distribute one or more joint press release(s), publicizing the existence CE Agreement . Such press release(s) is subject to prior review and acceptance by both Parties.

9.2 Both parties agree that each party may, at its option, promote the existence of this CE Agreement in its marketing communications, newsletters, press releases and through any and all other publicity channels.

9.3 Both parties agree to add hyperlinks to their Internet Web sites that allow direct linkage to the Web Site of the other party.

Article X. Miscellaneous Provisions

10.1 **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.

10.2 **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.

10.3 **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.

10.4 **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

10.5 **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.

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

10.7 **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.

CEMember

By:

By:

Title:

Title:

Signature:

Signature:
