

## COLLABORATIVE RESEARCH AGREEMENT

THIS COLLABORATIVE RESEARCH AGREEMENT (the "Agreement"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), is by and between [Collaborator Name] a [Collaborator's state of incorporation and corporate entity type] (hereinafter referred to as "Collaborator") and Lehigh University, a Pennsylvania non-profit corporation (hereinafter referred to as "Lehigh") (hereinafter each may be referred to individually as "Party" or together the "Parties").

WHEREAS, the Parties each desire to conduct Collaborative Research (defined below); and

WHEREAS, the Parties believe that collaborating with each other in the performance of such research will be of mutual benefit, further the educational and research objectives of Lehigh and foster the development of scientific knowledge;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and intending to be legally bound, the parties hereto agree to the following:

### Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Collaborator Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which, in performance of the Collaborative Research, are conceived and/or made solely by one or more employees of Collaborator, whether patentable, copyrightable or not.
- 1.2 "Collaborative Research" shall mean the research program described in Exhibit A attached hereto and incorporated by reference as a material part of this Agreement.
- 1.3 "Collaborator Investigator" means [\_\_\_\_], who has agreed to serve as investigator for the Collaborative Research, and who shall be responsible for conducting, supervising, and administering the Collaborative Research on Collaborator's behalf, and shall be Collaborator's liaison with Principal Investigator at Lehigh. Together with Lehigh Investigator, "Investigators".
- 1.4 "Data" means data generated prior to the Effective Date of this Agreement, as described in Exhibit B.
- 1.5 "Intellectual Property" means all inventions or discoveries, whether or not patentable, conceived and reduced to practice in the conduct of the Collaborative Research during the term of this Agreement by Collaborator and/or Lehigh, including all United States and foreign patent applications claiming said patentable inventions, including any divisional, continuation, continuation-in-part (to the extent that the claims are directed to

said patentable inventions), and foreign equivalents thereof, as well as any patents issued thereon or reissues or reexaminations thereof.

- 1.6 "Joint Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which, in performance of the Collaborative Research, are conceived and/or made jointly by one or more employees of Lehigh and by one or more employees of Collaborator, whether patentable, copyrightable or not.
- 1.7 "Lehigh Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which, in performance of the Collaborative Research, are conceived and/or made solely by one or more employees of Lehigh, whether patentable, copyrightable or not.
- 1.8 "Materials" means materials as described in Exhibit B, any related biological material and associated data and any substance that is replicated or derived therefrom.
- 1.9 "Principal Investigator" means [\_\_\_\_], who has agreed to serve as principal investigator, as defined by university policy, for the Collaborative Research, and who shall be responsible for the conduct, supervision and administration of the Collaborative Research on Lehigh's behalf, and shall be Lehigh's liaison with the Collaborator Investigator at Collaborator. Together with Collaborator Investigator, "Investigators".
- 1.10 "Research Results" means all data and information generated in performance of the Collaborative Research during the term of this Agreement. Research Results expressly excludes Intellectual Property.

## **Article 2 – Collaborative Research**

- 2.1 **Conduct.** The Parties shall commence the Collaborative Research after the Effective Date and shall use reasonable efforts conduct the Collaborative Research substantially in accordance with the terms and conditions of this Agreement. Collaborator acknowledges that Lehigh must conduct the Collaborative Research in a manner consistent with its educational and research missions. Each Party shall promptly provide the other with such information or documents of whatever form or nature, or undertake such actions, as the other Party may reasonably require in order to conduct the Collaborative Research.
- 2.2 **Investigators.** If the services of a Party's Investigator become unavailable for any reason, that Party shall be entitled to designate another member of its faculty or research personnel who is acceptable to the other Party to serve as its Investigator of the Collaborative Research. If a substitute Investigator has not been designated within sixty (60) days after the original Investigator ceases their services under this Agreement, either Party may terminate this Agreement upon written notice thereof to the other Party, subject to the provisions of Article 9.

- 2.3 **Costs.** Collaborator and Lehigh each shall be responsible for their own costs and expenses incurred in performing the Collaborative Research.

### **Article 3 – Materials/Data**

- 3.1 **Materials/Data.** During the course of the Collaborative Research, either Party may transfer Materials and/or Data to the other Party, as described in Exhibit B. Materials/Data are considered proprietary to the providing Party, who shall be free to distribute Materials/Data to others and use Materials/Data for its own use. The providing Party shall retain all right, title and interest, including, but not limited to, Intellectual Property rights, in and to Materials/Data. If the receiving Party files a patent application or wishes to commercialize a product that contains any portion of the Materials/Data, which is derived from the Materials/Data, or which could not have been produced but for the use of the Materials/Data, the receiving Party agrees to contact the providing Party to determine what ownership interests, if any, the providing Party may have in such patent application or commercial product. Inventorship for such patent application or commercial product shall be determined according to U.S. Patent Law.
- 3.2 **Use and Transfer.** The receiving Party shall use Materials/Data solely for the purpose of performing the Collaborative Research and solely by the Investigator or other designated faculty, employee, fellow, student or agent of the receiving Party that has a need to use the Materials/Data in connection with the Collaborative Research and whose obligations are consistent with the terms of this Agreement. Materials/Data shall not be used for commercial purposes, or in research that is subject to obligations to any third party, other than obligations to the U.S. government resulting from research that is funded by the U.S. government. MATERIALS WILL NOT BE USED IN HUMANS. The receiving Party shall not transfer Materials/Data to any other person or entity without the providing Party's prior written consent. The Parties agree to transfer and use Materials/Data in compliance with all laws and regulations, including but not limited to, current EPA, FDA, USDA and NIH guidelines. Each transferring Party represents and warrants to the receiving Party that it has the necessary rights, permission and consents to transfer the Materials and Data to the receiving Party. The Parties agree to establish appropriate administrative, technical and physical safeguards to prevent unauthorized use of or access to Materials/Data and comply with any other special requirements relating to safeguarding as may be set forth in Exhibit B.
- 3.3 **Liability.** Except to the extent prohibited by law, the receiving Party assumes all liability that may arise from its use, storage or disposal of the Materials/Data and in no event shall the providing Party be liable therefor, except to the extent caused by the providing Party's negligence or willful misconduct.
- 3.4 **Disposition.** The receiving Party shall follow the disposition instructions of the Materials/Data as provided in Exhibit B, provided, however, that the receiving Party may retain one (1) copy to the extent necessary to determine the scope of its obligations under

this Agreement and to the extent required by law or regulation or pursuant to its routine information technology backup, subject to the confidentiality and non-use obligations set forth in Article 5.

#### **Article 4 – Research Results, Records and Reports**

- 4.1 **Research Results.** Each Party shall have the right to use the Research Results of the Collaborative Research for any reasonable purpose; provided that, if such use would infringe any copyright or any claim of a patent application or issued patent owned by the other Party, the Party shall not use such Research Results unless it obtains a license from the other Party.
- 4.2 **Records.** Each Party shall maintain records of the Research Results and shall provide each other with reports of the progress of the Collaborative Research and Research Results as agreed upon by the Investigators.
- 4.3 **Research Reports.** Each Party hereby grants the other Party a royalty-free, nontransferable, non-exclusive right to copy, reproduce and distribute any research reports furnished to the other Party under this Agreement. Neither Party may charge fees for research reports, use research reports for advertising or promotional activities or alter or modify research reports without the prior written permission of the other Party.

#### **Article 5 - Confidentiality**

- 5.1 For the purpose of this Agreement, "Confidential Information" shall mean such technical, scientific, financial and business information of a party, which is not generally available to others and which each Party endeavors to maintain as confidential.
- 5.2 Any such Confidential Information disclosed to either Party and entitled to protection hereunder shall be marked "Confidential" or similar marking in a clear and conspicuous manner if disclosed in documentary form. Confidential Information disclosed in non-documentary form (e.g. oral, visual, etc.) and entitled to protection hereunder shall be confirmed in writing as "CONFIDENTIAL" within thirty (30) days of any such disclosure.
- 5.3 For a period of two (2) years after the date the disclosing Party discloses its Confidential Information to the receiving Party (the "Confidential Period"), the receiving Party agrees (i) to hold in confidence the Confidential Information disclosed to it by the other Party using such efforts to preserve the confidentiality of such Confidential Information as it uses with its own confidential information of like sensitivity, (ii) not to disclose such Confidential Information to anyone except such of its employees, representatives and agents ("Representatives") to the extent such persons have a need to know such information to effectuate the purposes of this Agreement, and (iii) not to use such Confidential Information for a purpose not covered by this Agreement, unless:
  - a) Such Confidential Information is a part of the public domain prior to the Effective Date; or

- b) Such Confidential Information is a part of the public domain other than due to a breach of this Agreement by the receiving party; or
  - c) The receiving party can demonstrate, by contemporaneous documentation, that it or its affiliate(s) independently developed knowledge of such Confidential Information without reference to or use of the disclosing party's Confidential Information; or
  - d) Such Confidential Information is disclosed to the receiving party by a third party who has the legal right to make such disclosure; or
  - e) Permission to disclose said Confidential Information or to make use thereof is obtained by the receiving party from the disclosing Party in writing.
- 5.4 The receiving party shall (i) advise its Representatives of the obligations set forth in this Article before granting them access to the Confidential Information, (ii) require its Representatives to maintain those obligations, and (iii) be responsible and liable for any breach of this Article by its Representatives.
- 5.5 Confidential Information shall remain the property of the disclosing party and all written or otherwise recorded Confidential Information shall be returned to the disclosing party upon first written request or expiration of this Agreement, whichever is first. It is understood that nothing herein shall be construed as granting or implying any right under any intellectual property rights, or as permitting a receiving party to unfairly obtain the right to use Confidential Information which becomes publicly known through an improper act or omission on its part.

## **Article 6 – Publicity and Use of Name**

Neither Party shall use the name of the other Party or its Investigator(s) in any publicity, advertising or news release without the prior written approval of the other Party, in the case of Lehigh, its Assistant Vice Provost for Research and the Vice President for Communications and Public Affairs or their authorized designees.

## **Article 7 - Publications**

It is expected that the Parties will publish Research Results jointly. Nonetheless, the Parties shall be free to publish, present or otherwise disclose Research Results separately, including by presenting at symposia, national or regional professional meetings, and publishing in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of the Collaborative Research. The Party desiring to publish shall furnish the other Party with copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication or presentation to a journal, editor or other third party. The non-publishing Party shall have thirty (30) days after receipt of said copies to request a delay in such proposed presentation or proposed publication for the sole reason that such Party believes there is Confidential Information or patentable subject matter that needs protection. In the event that the

non-publishing Party timely makes such a request for delay by giving written notice to the publishing Party, the Investigator(s) shall refrain from making such publication or presentation for not more than ninety (90) days from date of receipt of such objection in order for the parties to redact Confidential Information or file one or more patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation. Notwithstanding anything to the contrary herein, the Parties agree to abide by the policies of journals in which publications will appear as to such matters as authorship and the public release or availability of data or materials relating to the publication. The Parties agree to recognize the contribution of the provider of Materials/Data as the source of Materials/Data in all publications, presentations or other disclosures concerning the Collaborative Research, as appropriate and in accordance with scholarly standards and any specific format that may be indicated in Exhibit B.

## **Article 8 - Intellectual Property Ownership and Protection**

All rights and title in and to any and all inventions, discoveries, biological material, and software developed prior to, or outside the scope of, the performance of this Agreement by either of the Parties to this Agreement, whether or not patentable, shall reside with the owner thereof and such ownership and rights thereto shall not be affected by the Collaborative Research or a Party's performance of its obligations hereunder except as specifically set forth in this Agreement. All rights and title to Lehigh Intellectual Property shall belong to Lehigh. All rights and title to Collaborator Intellectual Property shall belong to Collaborator. Joint Intellectual Property shall be jointly owned by the parties. Both Lehigh and Collaborator shall have the right to separately exploit Joint Intellectual Property, including licensing to third parties, anywhere in the world, without the consent and no obligation of accounting between the joint owners of Joint Intellectual Property.

## **Article 9 –Term; Termination**

- 9.1 The initial term of this Agreement shall begin on the Effective Date of this Agreement and shall end on the [ ] month anniversary of the Effective Date, unless terminated sooner pursuant to Article 9 hereof (the "Term"). This Agreement may be extended or renewed only by mutual written agreement executed by duly authorized representatives of the Parties.
- 9.2 Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.
- 9.3 In the event that either Party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within twenty (20) days (except with respect to a default or breach relating to the insurance requirements in this Agreement, for which the cure period shall be one (1) business day) after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies that it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such

notice or other effective date set forth in the notice.

- 9.4 Termination of this Agreement by either Party for any reason shall not affect the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement. Furthermore, no termination or expiration of this Agreement, however effectuated, shall release the Parties hereto from their respective rights and obligations under Articles 3, 5–10, 14–16, 19 and 21, which such Articles shall survive in their entirety any termination or expiration of this Agreement.

#### **Article 10 - Disclaimer of Warranties; Indemnification**

- 10.1 ANY AND ALL RESULTS OF THE PROJECT, REPORTS, INTELLECTUAL PROPERTY OR OTHER MATERIALS/DATA PROVIDED BY ONE PARTY TO THE OTHER UNDER THIS AGREEMENT ARE PROVIDED ON AN “AS IS” BASIS. NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT RESULTS, REPORTS, INTELLECTUAL PROPERTY OR ANY OTHER MATERIALS/DATA. NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND WITH RESPECT TO FREEDOM FROM PATENT, TRADEMARK, COPYRIGHT OR TRADE SECRET INFRINGEMENT INCLUDING ARISING FROM THE USE OF THE PROJECT RESULTS, REPORTS, INTELLECTUAL PROPERTY OR OTHER MATERIALS/DATA PROVIDED HEREUNDER. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY RESULTING FROM THE PROJECT OR THE USE OF ANY PROJECT RESULTS, REPORTS, INTELLECTUAL PROPERTY OR OTHER MATERIALS/DATA REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.
- 10.2 Each Party (the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party, its trustees/directors, officers, faculty, students, and employees, (hereinafter referred to collectively as the “Indemnified Party”) from and against any and all liability, losses, damages, costs or expenses (including without limitation reasonable attorneys’ fees) resulting from any claims, causes of action, or lawsuits brought by a third party, which the Indemnified Persons may hereafter incur or be required to pay as a result of the Indemnifying Party’s (including its trustees/directors, officers, faculty, students, and employees): (a) use or commercialization of the results of the Collaborative Research or any Intellectual Property; (b) breach of this Agreement; or (c) negligent act or omission or willful misconduct, provided that subsection (c) shall not apply to research conducted in good faith and in accordance with prevailing norms. The Indemnified Party shall notify the Indemnifying Party upon learning of the institution or threatened institution of any such claim, cause of action, or lawsuit and the Indemnified Party shall cooperate with the

Indemnifying Party as reasonable in the defense or settlement thereof at the Indemnifying Party's request and expense; provided that the Indemnified Party's failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its indemnity and defense obligations unless such failure materially prejudices such defense.

## **Article 11 - Insurance**

11.1 Each Party shall carry the following insurance coverage:

- **Commercial General Liability**, including Contractual Liability and Completed Operations/Products Liability coverage, at the minimum limit of \$1,000,000 per project/ per occurrence;
- **Automobile Liability** at \$1,000,000 each accident;
- **Workers' Compensation** at statutory limits and Employer's Liability coverage at a minimum limit of \$1,000,000.
- **Professional Liability** – Whenever work under this Agreement involves professional services excluded from a Party's Commercial General Liability Insurance, such Party shall carry Professional Liability Insurance and/or Technology Errors and Omissions Insurance to protect the other Party from any liability arising out of the professional obligations performed pursuant to the requirement of the Agreement. Each Party shall evidence Professional Liability Insurance and/or Technology Errors and Omissions Insurance with a limit of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate (retroactive date prior to work; extended reporting period of 36 months).

**All of Collaborator's policies of insurance described above shall be on a primary basis non-contributory with any other insurance coverages and/or self-insurance carried by Lehigh. All of Lehigh's policies of insurance described above shall be on a primary basis non-contributory with any other insurance coverages and/or self-insurance carried by Collaborator.**

11.2 Prior to the Lehigh's commencement of the Collaborative Research pursuant to this Agreement, Collaborator shall furnish Lehigh with proof of insurance, evidenced by duly authenticated certificates of insurance, delivered to Lehigh, which certificates shall show the insurance type, amount, class of operations covered, effective dates, and dates of expiration of policies. **Such certificates shall evidence that Lehigh has been named as an Additional Insured** on all such policies except Workers' Compensation and Professional Liability and shall also contain the following statement or its substantial equivalent:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by Lehigh University."

Prior to the Collaborator's commencement of the Collaborative Research pursuant to this Agreement, Lehigh shall furnish Collaborator with proof of insurance, evidenced by duly authenticated certificates of insurance, delivered to Collaborator, which certificates shall



show the insurance type, amount, class of operations covered, effective dates, and dates of expiration of policies. **Such certificates shall evidence that Collaborator has been named as an Additional Insured** on all such policies except Workers' Compensation and Professional Liability and shall also contain the following statement or its substantial equivalent:

"The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by AO Foundation."

## **Article 12 – Independent Contractor**

In the conduct of the Collaborative Research hereunder, the Parties shall be deemed to be and shall be independent contractors. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other.

## **Article 13 – Compliance with Laws**

Each Party shall comply with all laws, regulations and other legal requirements applicable to such Party in connection with this Agreement, including but not limited to any legal requirements applicable to such Party's use of the results of the Collaborative Research or any Intellectual Property.

Each Party acknowledges and agrees that institutions of higher education, including Lehigh, have many employees, students and visitors who are foreign nationals, and typically performs fundamental research that is exempt from export controls regulations (as defined below). The Parties do not anticipate the need to disclose to each other technical data, computer software, laboratory prototypes, documentation, equipment and/or other commodities that are subject to control (other than to the extent designated as EAR99) ("controlled technology") under applicable export control laws and regulations including without limitation, those established by the Department of Commerce through its Export Administration Regulations ("EAR"), the Department of State through its International Traffic in Arms Regulations ("ITAR"), and the Department of Treasury through its Office of Foreign Assets Control regulations ("OFAC") (collectively, "export controls regulations"). In the event a Party believes it is necessary to disclose controlled technology that are regulated under export controls regulations, the disclosing Party will inform the receiving Party, in writing, prior to disclosing any such controlled technology, of its intention to disclose to the receiving party export controlled technology and provide sufficient information (e.g., ECCNs, USML categories/articles) to allow the receiving Party to comply with any applicable export controls. The disclosing Party shall not disclose any controlled technology to the receiving Party unless the receiving Party agrees in writing to accept such controlled technology, which agreement may be conditioned upon the execution of a contract and the making of other specific arrangements with respect thereto. The Parties acknowledge that they are subject to and agree to comply with export controls regulations and shall not export, re-export, release, disclose, or transfer any such controlled technology in connection with this Agreement directly or indirectly without complying with the export control regulations (including by obtaining a license

or other approval from the United States government where required) and any other applicable laws and regulations.

Each Party represents and warrants that, as of the Effective Date and continuously throughout the Term, (i) neither it, nor any of its affiliates, nor any of their respective agents, employees, officers, directors or managers is listed in any list of designated or restricted persons or entities maintained by sanction authorities or with whom a U.S. entity is otherwise restricted from doing business under any regulation, statute, or executive order or similar legal requirement imposed those authorities; (ii) it is not operating, organized, or residing in a country or region or territory which is itself the subject or target of any sanctions applicable to the agreement's scope of work, and (iii) it is not owned or controlled by any person or entity described in subsection (i) or (ii) above.

Each Parties shall promptly notify the other Party in writing when any of the foregoing representations and warranties ceases to be true.

#### **Article 14 - Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflicts of laws doctrine of such state. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Northampton County, Pennsylvania with respect to any and all disputes concerning the subject of this Agreement.

#### **Article 15 - Arbitration**

In the event of any conflict or claim arising out of or relating to any provision of this Agreement or breach thereof, the Parties shall make a good faith effort to settle such conflict amicably between themselves. Any such conflict that the Parties are unable to resolve shall be settled in accordance with the rules of the American Arbitration Association; provided that any issues pertaining to patent validity shall be determined in a court of competent jurisdiction. The award or decision shall be rendered by a majority of an arbitration panel consisting of three members, one of whom shall be appointed by Lehigh, one of whom shall be appointed by Collaborator and the third of whom shall be the chairperson of the panel and appointed by mutual agreement of said two party-appointed arbitrators. Such arbitration proceedings shall be conducted in Bethlehem, Pennsylvania. The award or decision through arbitration shall be binding upon the Parties and may be incorporated into and thereupon enforced as an order of a court of competent jurisdiction.

#### **Article 16 – Notices**

Notices hereunder shall be deemed made if given in writing and addressed to the Party to receive such notice, invoice, communication or payment at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Collaborator:

\_\_\_\_\_

If to Lehigh:

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Office of Research and Sponsored Programs  
Att'n: [insert appropriate Contract and Grant Specialist]  
Lehigh University  
526 Brodhead Avenue  
Bethlehem, PA 18015

With a copy to:  
Office of the General Counsel  
Lehigh University  
27 Memorial Drive West  
Bethlehem, PA 18015

### **Article 17 - Force Majeure**

In the event that either Party is unable, wholly or in part, to carry out its obligations under this Agreement by reason of acts of God or public enemy, wars, insurrections, civil disturbances, pandemics or epidemics, labor disputes, failure of government approval, government order or shutdown, accidents, failure of utilities, material shortages, fires, storms, floods and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party unable to perform, then the obligations of this Agreement shall be suspended during the reasonable continuance of any inability so caused.

### **Article 18 – Non-Discrimination**

In performance of this Agreement, Lehigh and Collaborator shall not discriminate against any person or group based on age, color, disability, gender identity or expression, genetic information, marital or familial status, national or ethnic origin, race, religion, sex, sexual orientation, or veteran status.

### **Article 19 - Assignment**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

### **Article 20 - Agreement Modification**

Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and signed by a duly authorized representative of each Party hereto.

### **Article 21 - Entire Agreement**

This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements,  
ORSP/OGC revised 09-18-24

understandings and arrangements relative thereto having been herein merged into this Agreement

IN WITNESS WHEREOF the parties have caused this Agreement to be executed, each by its duly authorized representative, to be effective as of the Effective Date defined herein.

**COLLABORATOR:**

**LEHIGH UNIVERSITY:**

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

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

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

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

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

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

**EXHIBIT A**  
**DESCRIPTION OF COLLABORATIVE RESEARCH**

**EXHIBIT B**  
**DESCRIPTION OF MATERIALS/DATA**

**Materials/Data Provided by Lehigh:**

☐ Materials      ☐ Data

This section should provide a clear description of the materials and/or data being provided by Lehigh.

**Materials/Data Provided by Collaborator:**

☐ Materials      ☐ Data

This section should provide a clear description of the materials and/or data being provided by the Collaborator.