

RESEARCH AGREEMENT

THIS Agreement is made this _____ day of _____, 201__ ("Effective Date"), between _____, with an address at _____ ("Institution"), and _____ ("Sponsor"), with an address at _____. Institution and Sponsor agree as follows:

1. PROTOCOL

1.1 Institution agrees to use reasonable efforts to conduct a research project, as an independent contractor, in accordance with Institutional policy, applicable laws and regulations and the Statement of Work as described in Exhibit A attached hereto and incorporated herein ("Study"). The Study will be supervised at the Institution by _____, ("Project Investigator"), an employee of the Institution, and by _____, Project Coordinator, an employee of the Sponsor, neither of which are a party to this agreement, with assistance from associates and colleagues as required.

1.2 Sponsor agrees to engage the services of Institution to conduct the Study and further agrees to provide at no cost to Institution, reasonable assistance to conduct of the Study.

2. AWARD

2.1 In consideration for performance of the Study by Institution, Sponsor shall pay Institution up to \$_____ for Study expenses and other related costs, upon receipt of invoice(s), and a determination by the Project Coordinator that research has been carried out according to the parameters outlined in Schedule A. This amount, shown by approximate category of expenses in Exhibit B, attached hereto for information only, is payable according to the schedule of payments in Exhibit C, subject, in the case of each payment, to the Project Investigator demonstrating to the Project Coordinator's satisfaction that the associated Key Performance Indicators have been accomplished. The first payment is payable within 30 days of the Effective Date and the final payment will be due upon completion of the Study, pending the previously stated requirements.

3. TERM AND TERMINATION

3.1 This Agreement shall continue in force until the earlier of (i) completion of the Study as mutually agreed upon by the parties; or (ii) 24 months from the date set forth above.

3.2 Either party's failure to fulfill the terms herein for any reason other than those set forth in paragraph 3.5 (Force Majeure) will be considered a material breach of this Agreement. Any material breach of the agreement shall constitute reason for termination and written notice of such termination shall be provided to the breaching party.

3.3 Upon early termination of this Agreement by either party for reasons other than failing to comply with the Agreement terms, Sponsor shall be liable for all reasonable costs incurred or obligated by Institution up to the time of such termination, subject to the maximum amount

specified in Section 2. Sponsor shall pay Institution for such costs within 30 days of receipt of an invoice for same.

3.4 Upon early termination of the agreement by either party, any funds paid to the Institution for work not yet performed, shall be returned to the Sponsor with an accounting, within 30 days of receiving the termination notice, and all work completed by Institution up to that time shall be transferred to the Sponsor within 30 days of receiving the termination notice.

3.5 Force Majeure - Neither party shall be liable with respect to the completion of the work, for any delays which may be caused by an act of God, an act of terror, unavoidable accidents, and inability to secure materials or to use materials in the performance of the work by reason of federal or state laws or regulations. A party's negligence or intentional act or omission is considered foreseeable and not an act that excuses performance.

4. INDEMNIFICATION

4.1 Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omissions of that party.

4.2 Institution shall, to the extent authorized under the Constitution and laws of Diamante, Entre Ríos, Argentina or Buenos Aires, Argentina, indemnify and hold Sponsor harmless from liability resulting from the negligent acts or omissions of Institution, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that Institution shall not hold Sponsor harmless from claims arising out of the negligence or willful malfeasance of Sponsor, its officers, agents, or employees, or any person or entity not subject to Institution's supervision or control.

4.3 Sponsor shall indemnify and hold harmless, Institution its agents and employees from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligation of this Agreement, including but not limited to the use by Sponsor of the results of the Study; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless:

a. the negligent failure of Institution to comply with any applicable governmental requirements or to adhere to the terms of the Protocol; or

b. the negligence or willful malfeasance by a Regent, officer, agent, or employee of Institution.

4.4 Institution shall fully indemnify and hold harmless Sponsor against any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. Institution shall promptly notify Sponsor of any such claims.

5. INTELLECTUAL PROPERTY

5.1 All rights and title to Intellectual Property resulting from the Study shall be subject to Sponsor's licensing terms below and belong to the Institution.

- a. Copyright ownership to copyrightable materials, including results from the Study, shall vest in Institution which the Institution hereby transfers and assigns to Sponsor in an exclusive royalty-free license for its commercial and non-commercial use.
- b. The Institution transfers and assigns to Sponsor a royalty-free license to any other Intellectual Property that results from the Study

6. INDEPENDENT CONTRACTOR

6.1 In the performance of project, the parties agree that Institution shall be an independent contractor.

6.2 Neither party hereto is authorized or empowered to act as agent for the other for any purpose, other than for this project, and shall not under any circumstance, enter into any contract, warranty, or representation as to any matter on behalf of the other. Neither party shall be bound by the acts or conduct of the other.

6.3 Independent Contractor will have no claim against Sponsor or any other Seventh-day Adventist church-affiliated union or conference hereunder or otherwise, for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. PUBLICATION AND CONFIDENTIALITY

7.1 Sponsor reserves the right not to allow publication of the results of the Study, including oral, audiovisual and video presentations, interviews, and online articles or posts. If Institution wishes publicly to disseminate results of the Study or material deriving from the Study, it will submit the manuscript of the proposed publication to Sponsor at least one hundred eighty (180) days prior to planned date of publication, and Sponsor shall have the right to review and comment upon the publication in order to protect Sponsor's confidential information, and refuse publication or require changes before approving publication.

7.2 The Sponsor has the option of not referencing the Institution in a press release or in any other written or oral statement in connection with work performed under this Agreement if it is intended for use in the public media or for commercial purposes, except as required by the Maryland Public Information Act or other law or regulation. Institution shall have the right to acknowledge Sponsor's support of the study in scientific or academic publications and other scientific or academic communications upon receipt of Sponsor's prior written approval. In any such statements, the parties shall describe the scope and nature of their participation accurately and appropriately.

7.3 Each party shall hold in confidence for five (5) years after the termination of this Agreement any confidential information directly related to the Study, identified in writing as confidential, and obtained from the other party during the term of this Study. Nothing herein, however, shall prevent Institution from using any information generated hereunder for ordinary research and educational purposes. In addition, nothing shall prevent Sponsor from circulating information generated hereunder to 3rd parties, including but not limited to, researchers, and

institutions subject to the terms and conditions in Section 5.3. The 3rd party recipient's obligation shall not apply to information that:

- i. is not disclosed in writing and marked as Confidential or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
- ii. is already in the recipient party's possession at the time of disclosure;
- iii. is or later becomes part of the public domain through no fault of the recipient party;
- iv. is received from a third party having no obligations of confidentiality to the disclosing party;
- v. is independently developed by the recipient party; or
- vi. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall immediately notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

8. GENERAL

8.1 This Agreement, including attached Exhibits A, B and C, constitutes the entire and only Agreement between the parties relating to the Study, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto may be made except by a written document signed by the duly authorized representatives of the parties.

8.2 The rights and obligations of the parties under this Agreement shall not be assignable without written permission of the other party.

8.3 If any provision hereof is held unenforceable or void, the remaining provisions shall be enforced in accordance with their terms.

8.4 Any conflicts between the Project and this Agreement are controlled by this Agreement.

8.5 This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

8.6 This Agreement anticipates educational training and may involve postgraduates and other students of the Institution.

8.7 Any notice required by this Agreement must be given by prepaid, first class, certified mail, return receipt requested, addressed to:

INSTITUTION
[Name of Institution]
[Address]
[City, State and Zip]
ATTENTION: [NAME]

or in the case of SPONSOR to:

ATTENTION: _____

or other addresses as may be given from time to time under the terms of this notice provision.

8.8 Signatures to this Agreement transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

9. DISPUTE RESOLUTION

Any controversies arising out of the terms of this Agreement or its interpretation will be submitted to arbitration under the auspices of the _____, and both parties agree to be bound by the decision or outcome of such arbitration. In the alternative, if both parties agree, any dispute, controversy or difference may be submitted for resolution to the South American Division®.

IN WITNESS WHEREOF, Institution and Sponsor hereby enter into this Agreement as of the Effective Date, and execute 2 original counterparts.

SPONSOR

By: _____

Name: _____

Title: _____

Date: _____

INSTITUTION NAME

By: _____

Name: _____

Date: _____

Date: _____

I have read this Agreement and understand my obligation hereunder:

By: _____
Project Investigator

Date: _____

By: _____
Project Coordinator

Date: _____

Make Payment to:

[Institution Name]

Attn: [INSERT PI NAME & DIVISION/DEPARTMENT]

[Address]

[City, State and Zip]

Exhibit A
Statement of Work

Exhibit B
Budget

Exhibit C
Schedule of Payments and Associated Key Performance Indicators