

DRAFT

**Agreement for Research Collaboration
Between**

Energy and Materials Initiative (EMI)

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY

Blacksburg, Virginia, USA

and

_____,

_____, and the Energy and Materials Initiative (EMI) at Virginia Polytechnic Institute and State University (Virginia Tech), Blacksburg, Virginia, USA, wishing to enhance the cooperation between the two institutions to develop academic and scientific and other activities, agree as following:

The area of cooperation will include any programs offered at both centers, which are believed to be desirable and reasonable for the development of cooperation between the two institutions. However, any specific programs shall be subject to mutual consent, availability of funds, and approval of both institutions. Such programs may include the following:

Clause One – EMI Industrial Affiliates Program:

This agreement aims to establish technical and scientific research cooperation programs; to develop research projects; to ensure the access and use of the infrastructure at both institutions; to promote technical staff, faculty, and students interchange for mutual interest projects and programs; and to meet the community's interests. The Energy and Materials Initiative aims to attract new sources of funding for high-impact programs that are not tapped through traditional methods, promoting scalable solutions applicable across many segments of society. The EMI Industrial Affiliate Program Agreement is an agreed basis for cooperation, and is included as an addendum.

Sub clause – All activities resulting from the present Agreement of Cooperation will be carried out after the signature of the specific accord, being approved by both parts in the form of a project or a formal communication between parts guided by a work plan. Specific addendum items describing the initiating activities include:

- Two or more project descriptions to be pursued under the EMI umbrella;
- Plan for attracting the external funding;
- Letter from _____ Office of Vice President for Research or equivalent endorsing the site creation;
- List of faculty participating in the initiative;
- List of infrastructure and facilities available to EMI participants

Clause Two – Student and Faculty Exchange Agreements:

This agreement is based on the principle of reciprocity and expresses the interest of both parties in exchanging scholars, students, academic information and materials in the belief that the research and educational process at both the institutions will be enhanced and that mutual understanding between their respective scholars and students will be increased by the establishment of such exchange programs.

The universities agree to encourage the development of the following exchange programs based on their respective academic and educational needs:

- Exchange of faculty
- Exchange of students (undergraduate and/or graduate)
- Joint supervision of Masters. and Ph.D. students
- Exchange of academic information and materials
- Exchange of periodicals and other publications
- Organization of joint research programs
- Organization of joint conferences
- Organization of other academic exchanges agreeable to both universities

The parties recognize that the implementation of any exchange program will depend upon the academic interests and expertise of individual faculty members and upon the availability of financial resources. Accordingly, the implementation of any activities detailed in this section shall be separately negotiated by both universities and set forth in a separate written document.

Clause Three – Attracting New Member Funding:

 agrees to be responsible for attracting funding via membership agreements with industry partners, local and international funding programs, etc. These partners will form membership agreements with itself and will not be beholden to Virginia Tech under said agreements. New members are expected to play an important role in the research, education, technology transfer, and innovation goals of EMI, including creating and demonstrating the scientific and technological feasibility of innovative methodologies and systems, assisting in the transfer of research discoveries and observations from university to industry and vice versa, and developing an interdisciplinary education program.

Clause Four – Facilities, Equipment, and Infrastructure:

 agrees to provide access to the necessary personnel and facilities to be utilized by members for research, education and service as needed to fulfill the purpose of this Agreement. This Agreement sets forth the parties' mutual understanding regarding use of the facilities and/or equipment owned by . If desired by the user, technical assistance in utilizing equipment in the facility, as necessary for the user's purposes, may be provided by employees under terms and conditions attached as a Rider to this Agreement.

Clause Five – Validity:

The present Agreement will be in force from the date of signature and during the next five years; but it may be modified, during this period if both parts agree, by mutual consent and written addenda.

Clause Six – Termination:

Any party may terminate the present Agreement and the termination must be done with 90 days advance written notice of the date of termination. If there is any activity already being carried out, on the case of projects already approved and covered by specific contracts, the termination of the Agreement must wait for the conclusion of the aforementioned approved and covered activity or activities.


Clause Seven – Disputes:

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties. Each party shall bear its own expenses and an equal share of the expenses of the mediator

Both parties will execute the present Agreement in two copies, in <language> and in English, with the same content, meaning and form. In the event of dispute, the English version shall be the controlling version and shall take precedence over any other version.

Srinath Ekkad

Associate Vice President
for Research Programs
Virginia Tech

<name>
<title>,


Date:

Date: