



Norwich University
Applied Research Institutes

NUARI

**NORWICH UNIVERSITY
APPLIED RESEARCH INSTITUTES (NUARI)
Strategic Partnership Agreement**

By and Between

**NUARI
and**

Date

Norwich University Applied Research Institutes
63 Crescent Avenue, 2nd Floor, P. O. Box 30
Northfield, Vermont 05663
802-485-2213

STRATEGIC PARTNERSHIP AGREEMENT

This Strategic Partnership Agreement (this “Agreement”) is made as of the date signed by both parties (the “Effective Date”), by and between Norwich University Applied Research Institutes, Ltd. (“NUARI” or “PARTY”), located at 63 Crescent Avenue, 2nd Floor, Northfield, Vermont 05663, and XXX”PARTNER” or “PARTY”), located at XXX.

Section 1

SCOPE OF SERVICES

NUARI and PARTNER (“PARTIES”) agree to exchange services for the duration of this Agreement as described in one or more Work Orders, each of which shall be attached to and incorporated into this Agreement each time the PARTIES are engaged for services (the “Work”). Each Work Order shall specify a description of the Work, the place and duration of the Work and other information as required by this Agreement in a format similar to that of the draft Work Order attached as **Attachment A**. PARTIES agrees that all services shall be performed in conformance with professional standards for performing services of a similar kind. PARTIES may require each other to observe confidentiality, security and other policies of each other’s customers, clients, and/or other partners.

Section 2

PAYMENT

2.1 Fees and Reimbursement of Expenses. PARTIES shall be entitled to receive payment for Work performed hereunder as set forth on each Work Order. Work Orders may be issued as agreed to by PARTIES. In addition, upon prior written approval, PARTIES shall reimburse one another, as set forth on each Work Order, for actual, reasonable out-of-pocket travel, lodging, or meals. When authorized by the Work Order, NUARI travel shall be reimbursed in accordance with the “Federal Travel Regulations (FTR) and the “Joint Travel Regulations” (JTR), as per FAR Part 31.205-46. Travel reimbursement(s) shall be limited to rates or amounts considered reasonable, allowable and subject to the documentation requirements as defined in FAR 31.205-46. Reimbursement shall not exceed the rates and expenses allowed by Government travel regulations to a Government employee traveling under identical circumstances. In general, airfare shall be limited to the lowest standard or coach airfare available. Authorized reimbursable travel costs shall be billed at actual cost and shall exclude profit/fee.

In no event shall PARTIES be obligated for a labor rate and travel cost(s) greater than those specified in the Work Order, or for non-labor costs (travel and per diem other direct costs) without written approval in advance by the issuing PARTY Technical point of contact identified in the Work Order.

2.2 Invoicing. PARTIES will invoice for services rendered as set forth on each Work Order. If the Work Order requires monthly invoices, PARTIES must receive the invoice not later than the tenth working day of the month following the month during which the services were rendered. Invoices shall be sent electronically (mailed invoices will not be accepted) at designated destinations. PARTIES agree to pay uncontested invoices net 30 days. Payment shall not constitute acceptance or waiver of either PARTY’s rights at law or under this Agreement. PARTIES shall provide each other with a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification.

Section 3

TERM AND TERMINATION

3.1 Term. The term of this Agreement is 48 months. The Parties may extend the Agreement upon mutual written consent 30 days prior to the expiration of this Agreement.

3.2 Mutual Consent. In the event the Parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.

3.3 Without Cause. Either party may terminate this Agreement without cause by providing the other party with thirty (30) calendar days written notice.

3.4 Material Breach. If a party materially breaches this Agreement, it may be terminated by the other party immediately upon written notice. Parties at their discretion may terminate this Agreement immediately upon the occurrence of the other Party's violation of the confidentiality clause.

3.5 Effect of Termination. In addition to the rights and obligations provided herein, within thirty (30) days of termination of this Agreement for any reason, PARTIES shall deliver all Work and work in progress to each other and shall submit a final invoice for any fees accrued under this Agreement prior to termination.

Section 4

CONFIDENTIAL INFORMATION; OWNERSHIP OF WORK

4.1 Confidential Information. PARTIES acknowledge that certain information disclosed to each other while performing the Work to be confidential ("Confidential Information"). Confidential Information shall include business information, personnel information, financial information, classified information, business systems, computer software and documentation, strategic plans and data that are marked or designated confidential or that by their nature PARTIES should reasonably know are intended to be treated confidentially.

4.2 Nondisclosure. To the extent allowable by law, PARTIES shall not disclose or give access to Confidential Information to any person without the other PARTY's prior written consent, except when PARTY's bona fide employees have a need to know such information in connection with the Work. PARTIES will instruct everyone who has access to the Confidential Information to observe and perform PARTY's obligations hereunder, and PARTIES shall be responsible for the actions of its personnel. PARTIES shall not remove any confidentiality, copyright or other notice or legend on any materials received or accessed in connection with the Work.

4.3 Non-Use. PARTIES shall use the Confidential Information only for the purposes of performing the Work.

4.4 Termination. Upon termination of this Agreement, PARTIES shall return any and all materials containing Confidential Information (including any copies or reproductions thereof) in its possession or control to the other PARTY.

4.5 Ownership Rights. Any work product produced by either Party pursuant to this Agreement is intended to be owned by that Party. PARTIES expressly assign to that Party all rights, ownership and interest (including copyrights) to any inventions, works or things created jointly or singly by the Parties while performing the Work. At the termination of this Agreement or upon request of either PARTY, PARTIES shall deliver or return all copies of work product hereunder, together with any other materials furnished by the other PARTY.

4.6 Works and Interests of Others. PARTIES represent and warrant to each other that no Work developed by the other PARTY will infringe or violate any rights of any person or entity. PARTIES will, at their expense, defend against and indemnify PARTIES and PARTY's customer for all claims that the Work infringes or violates any rights of any person or entity, if PARTY promptly notifies the other in writing of such claim or action.

4.7 Injunctive Relief. PARTIES acknowledge that the use or disclosure of the Confidential Information in a manner inconsistent with this Agreement that causes irreparable damage, the affected PARTY shall be entitled to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

Section 5 **Intellectual Property**

5.1 Any proprietary rights including, but not limited to, information, data, know how, trademarks, and/or patents owned or acquired by a Party prior to signature of this Agreement shall be retained by that Party.

5.2 Use of trademarks, logos: Each Party grants the other the right and license, during the term of this agreement, to use the trademarks and logos of the other Party to demonstrate the collaborative partnership between Parties and in connection with any mutual projects under this Agreement. Upon termination, the Parties will engage in reasonable efforts to remove any trademarks or logos of the other Party from materials, advertisements, and/or documents in their possession. Neither Party will use the name or any trademark or logo of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other, unless specified in this Agreement, which consent may be given or withheld at the other Party's sole discretion.

5.3 All intellectual property generated in any collaboration between the Parties will be owned by the Party generating it. If, in the course of carrying out this collaboration, a joint invention or work is made - and more than one Party is contributor to it - and if the features of such joint invention or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant intellectual property rights, the owning Parties agree that they may jointly apply to obtain and/or maintain the relevant right, as specified by a separate written joint ownership agreement, at which both parties will exercise good faith in execution.

Section 6 **MISCELLANEOUS**

6.1 No Agency. The parties are and shall be independent to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the PARTIES or any employee of the PARTIES. PARTIES shall not provide any fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the other PARTY's employees.

6.2 Compliance with Laws; Governing Law. PARTIES shall comply with all applicable federal, state, and local laws in the performance of this Agreement. This Agreement shall be

interpreted and construed in accordance with the laws of the State of Vermont, United States of America

6.3 No Rights Acquired. The PARTIES acquire no intellectual property rights under this Agreement except the limited right necessary to carry out the purposes of the Work.

6.4 Insurance. If required, PARTIES shall obtain and maintain the minimum kinds and amounts of insurance during performance of this Agreement as specified in any Work Order issued.

6.5 Survival of Obligations. Notwithstanding anything to the contrary herein contained, in the event of the termination of this Agreement for any reason whatsoever, those provisions hereof which by their nature should survive, including but not limited to Sections 4 and 5, shall survive.

6.6 Waiver. The failure of any party to require the performance of any item or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent a subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

6.7 Notices. All notices required or permitted hereunder shall be given in writing addressed to the respective party as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

6.8 Assignment. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by either PARTY.

6.9 Entire Agreement. This Agreement is the entire agreement between the parties, to the exclusion of all prior or contemporaneous representations, understandings or agreements, and all warranties, expressed or implied, with reference to the subject matter hereof. This Agreement may not be modified or amended except by an agreement in writing between the parties hereto.

6.10 Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signature of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

6.12 Conflicting Provisions. In the event of any conflict between any provisions of this Agreement and Schedules attached hereto, then the provisions of this Agreement shall control.

7.13 Liability and Indemnification. PARTIES shall mutually defend, indemnify and hold harmless the other party and its officers, directors, employees, consultants and agents from and against all claims, actions, costs, judgments or expenses, including reasonable attorney's fees, arising out of or relating to a claim that, (a) if true, would constitute a breach of any of the Parties' representations, warranties or covenants hereunder, (b) arises out of the gross negligence or willful misconduct of either Party, or (c) any of the work of either Party hereunder gives rise to an assertion of any claim for libel, slander or defamation of character.

