

## RESEARCH ASSOCIATE AGREEMENT

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

This Research Associate Agreement (the “*Agreement*”) is made as of the Effective Date set forth above by and between \_\_\_\_\_, a Delaware corporation (“*Client*”) and the research associate named on the signature page hereto (“*Research Associate*”).

**1. Engagement of Services.** Client may issue Project Assignments to Research Associate in the form attached to this Agreement as **Exhibit A** (each, a “*Project Assignment*”). Subject to the terms of this Agreement, Research Associate will render the services set forth in Project Assignment(s) accepted by Research Associate (the “*Services*”) by the completion dates set forth therein. Except as otherwise provided in the applicable Project Assignment, Research Associate will be free of control and direction from the Client (other than general oversight and control over the results of the Services), and will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Research Associate will provide, at Research Associate’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make certain of its equipment or facilities available to Research Associate at Research Associate’s request. While on the Client’s premises, Research Associate agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security, and confidentiality. Research Associate agrees and acknowledges that Research Associate has no expectation of privacy with respect to Client’s telecommunications, networking or information processing systems (including stored computer files, email messages and voice messages) and that Research Associate’s activities, including the sending or receiving of any files or messages, on or using those systems may be monitored, and the contents of such files and messages may be reviewed and disclosed, at any time, without notice.

**2. Compensation.** Client will pay Research Associate the fee set forth in each Project Assignment for Services rendered pursuant to this Agreement as Research Associate’s sole compensation for such Services. Research Associate will be reimbursed for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Computational Scientist or Consultant has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Research Associate’s fees and expenses will be in accordance with the applicable Project Assignment. Upon termination of this Agreement for any reason, Research Associate will be paid fees on the basis stated in the Project Assignment(s) for work that has been completed or agreed upon. Unless otherwise provided in a Project Assignment, payment to Research Associate of undisputed fees will be due 30 days following Client’s receipt of an invoice that contains accurate records of the work performed that are sufficient to substantiate the invoiced fees.

**3. Ownership of Work Product.** Research Associate hereby retains and reserves in agreement to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment and to any ideas, concepts, processes, discoveries, inventions, technologies, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other works of authorship, and any other work product created, conceived or developed by Research Associate (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights therein (including all rights to priority and rights to file patent applications and/or registered designs) (collectively, the “*Work Product*”). Research Associate retains rights to use the Work Product and agrees not to challenge the validity of Client’s shared ownership of, or intellectual property rights in, the Work Product. Research

Associate agrees to execute, at Client's request and expense, all documents and other instruments necessary or desirable to confirm such assignment, including without limitation, any copyright assignment or patent assignment provided by the Client. At Client's agreement or request, Research Associate will promptly record any patent assignment with the United States Patent and Trademark Office. Client will reimburse Research Associate for any reasonable out-of-pocket expenses actually incurred by Research Associate in fulfilling its obligations under this section. Research Associate will deliver each item of Work Product specified in each Project Assignment and disclose promptly in writing to Client all other Work Product.

**4. Other Rights.** If Research Associate has any rights, including without limitation "professional's rights" or "moral rights," in the Work Product that cannot be assigned, Research Associate hereby unconditionally and irrevocably grants to Client an exclusive (even as to Research Associate), worldwide, fully paid and royalty-free, irrevocable, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Research Associate has any rights in the Work Product that cannot be assigned or licensed, Research Associate unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client's customers and channel partners.

**5. License to Preexisting IP.** Research Associate agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Research Associate other than in the course of performing services for Client ("**Preexisting IP**") unless the Preexisting IP has been specifically identified and described in the applicable Project Assignment. In the event Research Associate uses or incorporates Preexisting IP into Work Product, Research Associate hereby grants to Client a non-exclusive, worldwide, fully-paid and royalty-free, irrevocable, perpetual license, with the right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, digitally transmit, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in Work Product.

**6. Representations and Warranties.** Research Associate represents and warrants that: (a) the Services will be performed in a professional manner and in accordance with the industry standards and the Work Product will comply with the requirements and specifications set forth in the applicable Project Assignment, (b) the Work Product will be an original work of Research Associate, (c) Research Associate has the right and unrestricted ability to assign the ownership of Work Product to Client as set forth in Section 3, (d) neither the Work Product nor any element thereof will infringe upon or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law, (e) Research Associate has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5, (f) none of the Work Product incorporates any software code licensed under the GNU General Public License, Lesser General Public License, Affero General Public License, "copyleft" license or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Client, except as expressly agreed by the Client in writing, and (g) Research Associate will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions. Research Associate further represents and warrants that Research Associate is self-employed in an independently established trade, occupation, or business; maintains and operates a business that is separate and independent from Client's business; holds themselves out to the public as independently competent and available to provide applicable services similar to the Services; has obtained and/or expects to obtain clients or customers other than Client for whom Research Associate performs services. Research Associate agrees to indemnify and hold

Client harmless from any and all damages, costs, claims, expenses or other liability (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach by Research Associate of this Agreement, including any of the representations and warranties set forth in this Section 6.

**7. Independent Contractor Relationship.** Research Associate's relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship between Client and Research Associate. Research Associate is not authorized to make any representation, contract, or commitment on behalf of Client. Research Associate will not be entitled to any of the benefits that Client may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. Because Research Associate is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on behalf of Research Associate. Research Associate is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of Services and receipt of fees under this Agreement. Research Associate is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Services under this Agreement. No part of Research Associate's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Research Associate by filing Form 1099-NEC with the Internal Revenue Service as required by law. If, notwithstanding the foregoing, Research Associate is reclassified as an employee of Client, or any affiliate of Client, by the U.S. Internal Revenue Service, the U.S. Department of Labor, or any other federal or state or foreign agency as the result of any administrative or judicial proceeding, Research Associate agrees that Research Associate will not, as the result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

**8. Confidential Information.** During the term of this Agreement and thereafter Research Associate (i) will not use or permit the use of Client's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, (ii) will hold such Confidential Information in confidence and protect it from unauthorized use and disclosure, and (iii) will not disclose such Confidential Information to any third parties except as set forth in this section. Research Associate will protect Client's Confidential Information from accidental loss and unauthorized use, access, or disclosure. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between Client and Research Associate, nothing in this Agreement shall limit Research Associate's right to report possible violations of law or regulation with any federal, state, or local government agency. "**Confidential Information**" as used in this Agreement means all information disclosed by Client to Research Associate, whether during or before the term of this Agreement, that is not generally known in the Client's trade or industry and will include, without limitation: (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of Client or its subsidiaries or affiliates; (b) trade secrets, drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of Client or its subsidiaries or affiliates. Confidential Information also includes proprietary or confidential information of any third party who may disclose such information to Client or Research Associate in the course of Client's business. Confidential Information does not include information that (x) is or becomes a part of the public domain through no act or omission of Research Associate, (y) is disclosed to Research Associate by a third party without restrictions on disclosure, or (z) was in Research

Associate's lawful possession without obligation of confidentiality prior to the disclosure and was not obtained by Research Associate either directly or indirectly from Client. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; *provided, however*, that Research Associate will first have given notice to Client and will have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. All Confidential Information furnished to Research Associate by Client is the sole and exclusive property of Client or its suppliers or customers. Upon request by Client, Consultant agrees to promptly deliver to Client the original and any copies of the Confidential Information. Notwithstanding the foregoing nondisclosure obligations, pursuant to 18 U.S.C. Section 1833(b), Research Associate will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

## **9. Term and Termination.**

**9.1 Term.** The initial term of this Agreement is for [\_\_\_ year/month] from the Effective Date set forth above, unless earlier terminated as provided in this Agreement. [Thereafter, this Agreement will automatically renew on its anniversary date, for [\_\_\_ year/month] terms, unless Client provides 15 days' written notice prior to any such anniversary date that the Agreement will not renew.]

**9.2 Termination Without Cause.** Client may terminate this Agreement with or without cause, at any time upon 5 days' prior written notice to Computational Scientist or Consultant. Computational Scientist or Consultant may terminate this Agreement without cause, at any time when no Project Assignment is in effect upon 15 days' prior written notice to Client.

**9.3 Termination for Cause.** Either party may terminate this Agreement immediately in the event the other party has materially breached the Agreement and failed to cure such breach within 3 days after notice by the non-breaching party is given.

**9.4 Survival.** The rights and obligations contained in Sections 3 ("*Ownership of Work Product*"), 4 ("*Other Rights*"), 5 ("*License to Preexisting IP*"), 6 ("*Representations and Warranties*"), 8 ("*Confidential Information*") and 11 ("*Non-solicitation*") will survive any termination or expiration of this Agreement.

**10. No Conflicts.** Research Associate will refrain from any activity, and will not enter into any agreement or make any commitment, that is inconsistent or incompatible with Research Associate's obligations under this Agreement, including Research Associate's ability to perform the Services. Research Associate represents and warrants that Research Associate is not subject to any contract or duty that would be breached by Research Associate's entering into or performing Research Associate's obligations under this Agreement or that is otherwise inconsistent with this Agreement.

**11. Non-solicitation.** Research Associate agrees that during the Term of this Agreement, and for 6 months thereafter, Research Associate will not either directly or indirectly, solicit or attempt to solicit any person known to Research Associate to be an employee of Client to terminate their relationship with Client.

**12. Successors and Assigns.** Research Associate may not subcontract or otherwise delegate or assign this Agreement or any of its obligations under this Agreement without Client's prior written

consent. Any attempted assignment in violation of the foregoing will be null and void. Subject to the foregoing, this Agreement will be for the benefit of Client's successors and assigns, and will be binding on Research Associate's assignees.

**13. Notices.** Any notice required or permitted by this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated: (i) by email (*provided, however*, if the sender receives an automatically generated notification that such email was not delivered, such attempted email notice shall be ineffective and deemed to not have been given); (ii) by workspace, group, or proprietary platforms; (iii) by personal delivery when delivered personally; (iv) by overnight courier upon written verification of receipt; or (v) by certified or registered mail, return receipt requested, upon verification of receipt. Notice will be sent to the addresses set forth below or such other address as either party may specify in writing.

**14. Governing Law.** This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction.

**15. Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**16. Waiver.** The waiver by Client of a breach of any provision of this Agreement by Research Associate will not operate or be construed as a waiver of any other or subsequent breach by Research Associate.

**17. Injunctive Relief for Breach.** Research Associate's obligations under this Agreement are of a unique character that gives them particular value; breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The terms of this Agreement will govern all services undertaken by Research Associate for Client; *provided, however*, that in the event of any conflict between the terms of this Agreement and any Project Assignment, the terms of the applicable Project Assignment will control, provided that the Project Assignment specifically calls out the applicable Section number of this Agreement to be superseded and has been signed by an authorized officer of Client. This Agreement may only be changed or amended by mutual agreement of authorized representatives of the parties in writing. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

*[Remainder of page intentionally left blank]*

The parties have executed this Agreement as of the Effective Date.

**CLIENT:**

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

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**RESEARCH ASSOCIATE:**

\_\_\_\_\_  
Name of Research Associate

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Email

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

*For copyright registration purposes only, Research Associate must provide the following information:*

Date of Birth: \_\_\_\_\_

Nationality or domicile: \_\_\_\_\_

**EXHIBIT A**

**Project Assignment #\_\_ Under Research Associate Agreement**

**Dated:** \_\_\_\_\_

**Project:**

Consultant will render the following services to Client as Client may from time-to-time request:

[\_\_\_\_\_].

**Schedule of Work:**

[\_\_\_\_\_].

**Fees and Reimbursement:**

**[Choose among options below as applicable]**

Project Fee: Upon completion of the Project Assignment to the reasonable satisfaction of Client, Research Associate shall be paid a fixed sum of \$\_\_\_\_.

Cash Fee: \$\_\_\_\_\_ per hour. Maximum chargeable by Research Associate on this Project Assignment is \$\_\_\_\_\_.

Research Associate will be reimbursed for third party expenses (at cost) if approved in writing in advance by Client.

Research Associate will invoice Client monthly for services and expenses and will provide such reasonable receipts or other documentation of expenses as Client might request, including copies of time records.

Payment terms: Client will be invoiced on the first day of each month for services rendered and expenses incurred during the previous month.

The parties have executed this Project Assignment as of the date first written above.

**CLIENT:**

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

Name: \_\_\_\_\_

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

**RESEARCH ASSOCIATE:**

\_\_\_\_\_  
Name of Research Associate

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if applicable)