

**Cooperative Research Agreement Between  
American Veterinary Medical Association  
And [Name of Research Partner Institution]**

This Cooperative Research Agreement (“Agreement”) is entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, (the “Effective Date”), by and between the American Veterinary Medical Association, an Illinois not-for-profit corporation with its principal offices located at 1931 N. Meacham Road, Schaumburg, Illinois 60173 (“AVMA”), and [Name of Research Partner Institution], having its principal place of business located at \_\_\_\_\_ (“University”).

**WHEREAS**, AVMA desires to engage University to gather and analyze data with the primary objective of determining the role of risk reduction strategies for enhancing the demand for veterinary services and companion animal health care. The project is expected to provide an analysis of the factors that affect companion animal owners’ perceptions of risk, their willingness to pay for risk reduction strategies and the effect of these strategies on the demand for veterinary services; and

**WHEREAS**, University agrees to gather the data, conduct and deliver the analysis results to AVMA, to cooperate with AVMA in preparing one or more articles for publication, and to make presentations regarding the data analysis at AVMA’s request, in accordance with Exhibit A attached hereto and pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the parties hereby agree as follows:

- 1. Scope of Work.** AVMA grants to University and University accepts support for research investigations under the direction of [Name of Principal Investigator] (“Principal Investigator”) at the [Name of Institution] as more fully described in the attached Attachment A, attached hereto and incorporated into this Agreement (“Research”). University agrees to undertake the Research and to perform the services set forth in Attachment A, including providing all deliverables, in accordance with the terms and conditions of this Agreement and Attachment A.
- 2. Compensation.** In consideration of University’s exerting its good faith efforts to carry out the research described in Attachment A (“Research”), AVMA will pay University [Agreed upon value] to perform the Research and provide the other deliverables as described in Attachment A, provided that these funds shall be used solely for direct costs incurred by University, but no indirect costs, as AVMA will act as the service provider for administrative services. University may draw on these funds by submitting an invoice no more frequently than monthly until the project is completed but in no event later than [Termination Date]. Invoices should include a description of the work completed, at least one paragraph in length. Checks should be made payable to [identification of payee] and should identify the AVMA and the Principal Investigator and be sent to: [address of payee]. University shall not be obligated to expend funds in excess of those provided under this Agreement to conduct the Research.
- 3. Period of Performance.** Research under this Agreement will be performed during the period beginning on the Effective Date and will terminate no later than [Termination Date].
- 4. AVMA Representatives.** AVMA’s representatives shall be Dr. Michael Dicks and Dr. Ross Knippenberg, or such other representative(s) as AVMA may subsequently designate in writing. University’s Principal Investigator shall be [Principal Investigator’s name], who shall be responsible for the direction and conduct of the Research.
- 5. Consultation with AVMA’s Representatives.** During the term of this Agreement, AVMA will have reasonable access to consult informally with University’s Principal Investigator regarding the Research. Access to work carried on by or on behalf of University in the course of the Research shall be entirely under the control of University personnel, unless otherwise specifically agreed in writing by the parties.

**6. Reports.** The Principal Investigator shall provide monthly written reports throughout the term of this Agreement summarizing the work done each month and detailing all direct expenses to be paid by funds provided by AVMA. When appropriate, such reports shall include a discussion of intended articles reporting on the Research.

**7. Publicity.** Neither party shall use the name of the other in any form of advertising or promotion without the prior written approval of the other. The parties may, however, acknowledge AVMA's support for, and the nature of, the research being pursued under this Agreement. In any such statement, the relationship of the parties shall be accurately and appropriately described.

**8. Publication and Use of Research Findings.** University agrees to collaborate with AVMA and prepare, with an AVMA staff member as coauthor, one or more articles for publication in a recognized and respected peer-reviewed economics journal(s). Such articles shall summarize and discuss the findings from the Research. No articles shall be submitted for publication without AVMA's prior written approval in each instance. University further agrees that it will not use or publicly disclose any of the raw data, analyses, compilations or other findings from the Research for any purpose without AVMA's prior written approval in each instance.

**9. Intellectual Property Ownership.** AVMA shall be the sole owner of all data analyses, compilations, reports, articles, and findings from the results of the Research, including without limitation, all patents, trademarks, copyrights, and other intellectual property rights of any kind (collectively referred to as "Rights"). University hereby acknowledges that all original works of authorship that are made by or on behalf of University (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "**works made for hire**" as that term is defined in the United States Copyright Act (17 USCA, Section 101). University further hereby assigns to the AVMA, any Rights it may have or acquire in all data analyses, compilations, reports, articles, and findings from the results of the Research which arise under this Agreement. University further agrees to assist the AVMA or any person designated by it to obtain and enforce such Rights.

**10. Representations; Warranties.** University agrees that its performance under this Agreement shall be in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. University represents that the results, findings, analysis, reports, articles, and other deliverables provided under this Agreement will be original work product and will not infringe the copyright or other intellectual property rights of any third party. In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

**11. Indemnification.** To the fullest extent permitted by applicable law, each party (the "Indemnifying Party") will defend, indemnify, and hold harmless the other party, including its regents, trustees, directors, officers, employees, faculty, students and agents (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for loss or damage to any property, occurring or claimed to occur as a result of the negligence of the Indemnifying Party, a breach of this Agreement or any representation made in this Agreement by the Indemnifying Party, or the failure of the Indemnifying Party to perform its obligations under this Agreement; provided, however, the Indemnifying Party shall not be so obligated under this paragraph to the extent any such losses, claims, liabilities, damages, or costs are the result of the negligence of an Indemnified Party or the failure of an Indemnified Party to perform any obligation under this Agreement.

**12. Independent Contractor.** For the purposes of this Agreement and all services to be provided

hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, except as may be explicitly provided for herein or authorized by the other party in writing.

**13. Governing Law.** The validity and interpretation of this Agreement and the legal relations of the parties to it shall be governed by the laws of the State of Illinois without reference to conflicts of laws principles.

**14. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Any and all assignments not made in accordance with this section shall be void.

**15. Notices.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail to the following addresses of either party:

***[Institution of Research Partner]***

***[Address of Research Partner]***

Attention: ***[Name of Principal Investigator]***

And

American Veterinary Medical Association

1931 N. Meacham Road, Suite 100

Schaumburg, Illinois 60173

Attention: ***[Name of AVMA signatory]***

or to such other addresses as shall hereafter have been furnished by written notice to the other party.

**16. No Oral Modification.** No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

**17. Survivorship.** The provisions of Sections 8-11 and 20 shall survive any expiration or termination of this Agreement.

### **18. Term and Termination**

This Agreement shall expire on ***[Termination Date]*** unless extended by mutual agreement of the parties or sooner terminated in accordance with the provisions of this section.

Either party may terminate this Agreement by giving the other party one (1) month's prior written notice of its election to terminate. In the event University's Principal Investigator is unavailable or unable to continue direction of the Research for a period in excess of twenty-one (21) days, University shall notify AVMA and may nominate a replacement; if University does not nominate a replacement or if that replacement is unsatisfactory to AVMA in its sole discretion, AVMA may terminate this Agreement upon five (5) business days written notice.

If either party fails to meet any of its respective obligations under this Agreement and shall fail to remedy these failures within ten (10) business days after receipt of written notice thereof, the non-breaching party shall have the option of terminating this Agreement upon written notice thereof.

Termination or expiration of this Agreement for reasons other than an unremedied failure to meet the material obligations under this Agreement shall not affect the rights and obligations of the parties accrued prior to termination.

**19. Entire Agreement.** This instrument contains the entire Agreement between parties hereto. No verbal agreement, conversation or representation between any officers, agents, or employees of the parties hereto either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

**20. Option: AVMA's Rights to Additional University Research.** University agrees to notify AVMA prior to commencing any research or development activities with respect to the demand for veterinary medical care or companion animal health care and to give AVMA the first opportunity to make a proposal entering into a new sponsored research agreement with respect to such activities including a right in favor of the AVMA to obtain intellectual property rights under the terms and conditions set forth herein. If AVMA makes such a proposal, the parties shall use reasonably diligent efforts to negotiate in good faith terms upon which AVMA shall sponsor such research activities by University on behalf of AVMA. If by the end of one month of negotiation the parties have failed to reach agreement, neither party shall be under any further obligation to, or have any rights against, the other with respect to any additional sponsored research arrangement between University and AVMA.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

***[Name of Research Partner]***

By:

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Name: ***[name of signatory]***  
Title: ***[title of signatory]***

**American Veterinary Medical Association**

By:

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Name: ***[Name of AVMA signatory]***  
Title: ***[Title of AVMA signatory]***

**ATTACHMENT A**

<<<Attach Research Proposal>>>