

**RESEARCH GRANT AGREEMENT
BETWEEN
PROJECT MANAGEMENT INSTITUTE, INC.
AND**

This Research Grant Agreement (“Agreement”) is effective as of this 1st day of January 2012 (“Effective Date”) between **Project Management Institute, Inc.** (“PMI”) located at Fourteen Campus Boulevard, Newtown Square, Pennsylvania 19073 USA (“Grantor”) and _____ located at _____ (“Grantee”) (each a “Party”, collectively “Parties”).

Grantee is an educational institution. Grantor is a nonprofit professional association dedicated to advancing the field of project management.

Grantee has proposed to conduct research and develop a report on the subject matter set forth below, and has sought grant funding from Grantor to pursue such research. Grantor wishes to award a research grant to Grantee for the proposed investigation, to be completed by Grantee pursuant to the terms set forth herein.

Therefore, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Subject of Research Grant.** The Grantee will conduct an investigation with the working title “_____” (“Investigation”) in accord with the Grantee’s Research Proposal (“Proposal”) submitted on_____. The Proposal is incorporated into this Agreement and is attached as Appendix “A”.
2. **Work Breakdown Structure.** The Grantee will submit a Work Breakdown Structure to the Grantor within one month of the signing of the Agreement.
3. **Investigation Team.** The Principal Investigator of the Grantee will be_____. Other individuals and resources may be assigned and used at the discretion and expense of the Grantee. Grantee shall notify Grantor in writing of the addition of the Investigation team of any other individual who will contribute materially to the Investigation, shall identify such individual by name and institution, and shall state such individual’s qualifications and responsibilities with respect to the Investigation.
4. **Final Products of the Investigation.** The Final Products of the Investigation (“Products”) to be delivered to the Grantor include each and all of the following items:
 - a. Project Status Reports in accordance with the PMI Periodic Status Report Template, attached hereto as Appendix “B”, and correspondence with PMI Project Liaison according to the Status Report timeline as agreed by the

Parties.

- b. Final Manuscript in English ready for publication as a PMI book/monograph describing all aspects of the Investigation, prepared according to the PMI Research Manuscript Guidelines, attached hereto as Appendix “C”.
 - c. Products will include: (1) a 600 word abstract, (2) a 2-5 executive summary as part of the monograph submitted for publication and (3) 3-5 page executive summary of the project that includes the project findings.
 - d. Principal Investigator must prepare a Brainshark presentation of their final product for posting on PMI website, using template and instructions provided by PMI.
5. **Intellectual Property Rights.** The Parties acknowledge that all right, title, interest and ownership of all Products described in Paragraph 4 above shall vest solely in PMI. Grantee shall sign, date and return to PMI the Assignment of Copyright agreement, attached hereto as Appendix “D”. PMI, in its sole discretion, may register the copyright to the Products in all countries of PMI’s choosing. PMI will pay all costs associated with any such copyright registration.

PMI grants to Grantee a license to republication of the Products, in whole or in part, at no cost and without prior permission, solely for research and academic purposes. Grantee shall not re-sell any of the Products without prior written consent of PMI. Any such republication shall identify PMI as the copyright owner.

Grantee shall retain ownership of conference papers, case studies data, survey data, quantitative questionnaire, qualitative data and other aspects of the methodology (“Project Data”). All Project Data must be retained by Grantee for a minimum of three (3) years following the publication date of the Final Manuscript.

This Paragraph 5 shall survive the expiration or termination of this Agreement.

6. **Attribution.** PMI will recognize Principal Investigator as the primary author of all Products of the Investigation and will provide full attribution of authorship to Principal Investigator in all PMI publications and communications about the Products. PMI will recognize any Contributing Investigators as contributing authors of the Products, as identified and confirmed by Principal Investigator, as will provide attribution of contributing authorship in all PMI publications and communications about the Products. Principal Investigator and any Contributing Investigator will recognize PMI as a source of funding in any conference paper, journal article or other communication associated with the subject of the investigation identified in Paragraph 1 of this Agreement.
7. **Total Cost of the Research Grant and Payment Schedule.**

- a. For the preparation, execution and successful completion of the Investigation and delivery of the Products, and the performance of all other work associated therewith to the satisfaction of Grantor, as specified in the Agreement and the Proposal, Grantor agrees to distribute to Grantee the total sum of _____ (\$XXX) (US Dollars). Payment for the Investigation will be made in three equal installments, as follows:
 1. An initial payment of _____ (\$XX) (US Dollars) will be made by _____, contingent upon Grantee's signing and returning to PMI this Agreement and the Assignment of Copyright agreement.
 2. A second payment of _____ (\$XX) (US Dollars) will be made only upon the essential completion of all portions of the Investigation and the commencement of writing of the Final Report, as confirmed by Principal Investigator in the final Periodic Status Report, reviewed by the Project Liaison and approved by Grantor. Grantee shall submit such written confirmation to Grantor no later than _____.
 3. A final payment of _____ (\$XX) (US Dollars) will be to the Grantee, will be made only upon the completion and delivery of the Final Manuscript and the Abstract and Executive Summary in the appropriate formats as provided herein no later than _____, and the acceptance thereof by Grantor.
 - b. All expenses of the Investigation and the cost of delivery of the Products to Grantor will be the responsibility of Grantee and/or Principal Investigator. Each Grantee agrees that it is solely responsible for and to any individual or organization with whom Grantee enters into any contract for any product or service associated with the Investigation. Grantee agrees to indemnify, defend and hold harmless Grantor for and against any claim, demand or suit that may be brought by any such contractor or employee of Grantee.
 - c. Grantee acknowledges that it is the lead educational institution for the Investigation. Accordingly, Grantor shall disburse all payments to Grantee as stated above and Grantee shall be responsible for and disbursement of funds to any and all other educational institutions, persons or entities that are entitled to payment with respect to the Investigation.
8. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until all research and services have been completed and all Products delivered by Grantee to Grantor to the satisfaction of Grantor, consistent with the time table for completion of work set forth in Appendix "A".

Any scope and/or schedule change(s) must be communicated, in writing to the project liaison, before change occurs. It must also be documented in periodic status report.

9. **Termination**. Grantor may terminate this Agreement upon thirty (30) days written notice to Grantee. If Grantor terminates the Investigation before the completion of the Investigation, for reasons other than the Grantee's failure to comply with the terms of the Agreement, Grantee will retain all payments received prior to the date of termination. Under such circumstances, Grantee will provide Grantor with all Products, whether fully or partially completed, and such Products shall be the property of Grantor. If Grantor terminates the Investigation "for cause", then all payments received by Grantee shall be returned immediately to Grantor upon Grantee's receipt of written notice of termination. "For cause" shall mean Grantee's failure to perform in accordance with the terms of this Agreement and failure to cure any non-conforming performance after written notice from Grantor and a reasonable opportunity to cure the deficient performance.
10. **Arbitration**. Grantor and Grantee agree that they shall make every good faith effort to resolve informally all disputes relating to the interpretation of the Agreement, or otherwise arising from the Agreement. If such matters are not resolved through informal discussion or negotiation within thirty (30) days of the initiation of efforts to resolve the dispute, any Party may submit the dispute to binding contract arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The results of such arbitration shall be binding on the Parties. The place of the arbitration shall be Philadelphia, Pennsylvania, United States of America. The law of the Commonwealth of Pennsylvania, United States of America, shall govern the arbitration inclusive of its conflict of laws rules. An award issued by an arbitrator shall be enforceable only in courts of competent jurisdiction sitting in the Commonwealth of Pennsylvania, United States of America.

To the extent that a dispute arises as to which contract remedies would be inadequate and equitable relief is required, any Party may proceed immediately to a court of competent jurisdiction within the Commonwealth of Pennsylvania to obtain such equitable remedy, including without limitation temporary restraining order or injunction.
11. **Governing Law**. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. All legal proceedings relating to the subject matter of the Agreement shall be maintained in courts sitting within the Commonwealth of Pennsylvania.
12. **General Provisions**. This Agreement contains the complete understanding of the Parties and may not be modified or amended, except in a written document signed by all Parties. If any term of this Agreement shall be unlawful, void, or unenforceable, then that term shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions.

No Party may assign its rights or obligations under this Agreement without the express written consent of the other Parties. The failure of a Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

In witness whereof, the Parties hereto represent below that they have read and understand the terms of the Agreement, and that they are duly authorized to enter into this Agreement.

Project Management Institute, Inc.

By: _____

Date:

By: _____

Date:

Print Name and Title: _____

APPENDIX B

Assignment of Copyright

I, _____, am the Principle Investigator in an investigation titled “_____” (“Investigation”) funded by a research grant from the Project Management Institute, Inc. (“PMI”) pursuant to a Research Grant Agreement (“Agreement”). In the course of performing the Investigation, I will generate various research-related materials, including without limitation the following: (a) documentation of and information derived from all stages of the Investigation; (b) written progress/status reports as required under the Agreement; and (c) a final report ready for publication in English as a PMI book/monograph describing all aspects of and conclusions drawn from the Investigation (“Work”)

I acknowledge that the Work was ordered by PMI and constitutes a Work Made For Hire within the meaning of the Copyright Act of 1976, 17 U.S.C. §101, *et. seq.* Therefore, I agree that the Work is the property of PMI, and PMI will own the copyright in such Work. To the extent that the Work or any part thereof does not constitute a Work for Hire, I hereby transfer and assign all worldwide copyright interest(s) in the Work to PMI.

I warrant that I am the author of the Work, or the principal contributing author of the Work; that to the best of my knowledge, the Work is original and not in the public domain; that the Work does not violate, or infringe upon any existing copyright, common law literary right, privacy right, or any other proprietary right of PMI or any third party, does not libel any person, organization, or entity and does not contain material that is obscene or otherwise contrary to law. If the Work contains copyrighted material owned by a third party, I agree to obtain written permission from the copyright owner to use the copyrighted material in the Work and shall promptly deliver such written permission to PMI.

I understand that, from the date of this Assignment forward, the copyright(s) to the Work will be owned solely by the Project Management Institute, Inc.

By: _____ Date: _____

Print Name and Title: _____