



LETTER OF AGREEMENT (the “Agreement”) between the President and Fellows of Harvard College, acting through the Center for International Development at Harvard University (“Harvard”) and _____ (“Recipient”). Harvard and Recipient may hereinafter be referred to individually as a “Party,” and/or collectively as the “Parties.”

1. **PURPOSE.** Funding for this project is being made available through the Center for International Development’s Global Empowerment Meeting (GEM) Incubation Fund, under the direction of Professor Asim Khwaja (“Harvard Investigator”). The Parties enter into this Agreement to allow Recipient to conduct research for this project, as described herein.
2. **STATEMENT OF WORK.** Recipient agrees to use its good faith efforts to perform in full the work set forth in the statement of work (the “Statement of Work”), incorporated herein and attached hereto as Exhibit A.
3. **RECIPIENT PRINCIPAL INVESTIGATOR.** Recipient’s performance of the Statement of Work will be supervised by _____ (the “Recipient Investigator”). The Recipient Investigator may not be changed, nor may his effort be substantially reduced or redirected without written approval from Harvard.
4. **PERIOD OF PERFORMANCE.** The period of performance of this Agreement shall be from _____ (the “Authorized Term”). The Authorized Term may only be extended by mutual written agreement of the Parties.
5. **REIMBURSEMENT OF COSTS.** The total estimated cost for Recipient’s full performance of the Statement of Work is USD \$_____ (“Authorized Total”). Recipient shall spend funds in accordance with the agreed upon budget attached hereto as Exhibit B (the “Budget”). Changes or re-budgeting that exceeds 25% of any budget line item must be approved in writing by Harvard.
6. **PAYMENT.** Recipient shall submit invoices to the Harvard Administrative Contact provided in Exhibit C no more frequently than monthly. Invoices shall detail current and cumulative charges by each of the line items set forth in the Budget. All invoices shall be signed by a duly authorized representative of Recipient. The final invoice shall be submitted to Harvard within sixty (60) days after the Authorized Term and must clearly be marked “Final.”
7. **REPORTS.** Recipient shall make periodic progress reports to Harvard as may be requested by the Harvard Investigator. Recipient shall prepare a final written report to Harvard summarizing the information and materials developed in the performance of the Statement of Work, within thirty (30) days after the Authorized Term.
8. **CONFIDENTIALITY.** Except for publications submitted in accordance with Section 11, if, during the term of this Agreement, either Party chooses to disclose to the other Party any information that is confidential or proprietary, the obligations and rights of the Parties with respect to that information will be governed by the terms and conditions set forth in a separate and duly authorized agreement.

9. **INTELLECTUAL PROPERTY.** Harvard agrees that Recipient shall own the entire right, title, and interest, including all patents, copyrights and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Recipient personnel in the performance of the Statement of Work (“Recipient Technology”). Recipient agrees that Harvard University shall own the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Harvard personnel (“Harvard Technology”). Technology that is jointly developed by Recipient and Harvard personnel during the performance of the Statement of Work, shall be jointly owned (“Joint Technology”). Recipient acknowledges that prior to Recipient personnel, including Recipient Investigator, utilizing any Harvard facilities to conduct the Statement of Work under this Agreement, such personnel may be required to sign a Visitor Participation Agreement setting forth Harvard University’s ownership rights in any Technology arising from such Research.

Recipient shall grant to Harvard an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any Recipient Technology first developed or delivered under this Agreement, for any non-commercial, academic or research purposes.

10. **USE OF NAME.** Neither Party shall use or register the other Party’s name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other Party, including any school, unit, division or affiliate of such Party (such Party’s “Names”), for any purpose except with the prior written approval of, and in accordance with any restrictions required by, the Party whose Names are to be used. Any such requests for use of Harvard’s Names shall be submitted to trademark_useofname@harvard.edu, with a copy to the Harvard Investigator.

The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, or disclose such information to satisfy any financial reporting obligations, without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

11. **PUBLICATIONS.** Recipient has the right to publish and otherwise publicly disclose information derived from the Statement of Work conducted by Recipient under this Agreement. Recipient shall provide drafts of any such publications to the Harvard Investigator thirty (30) days in advance of submission for publication to review, in confidence, for confidential information or material which would affect pending patents.

12. **HUMAN SUBJECTS.** The use of human subjects in the Statement of Work shall comply with Department of Health and Human Services policies and regulations on the protection of human subjects (45 CFR 46, as amended) and with any terms of approval imposed by the Recipient Institutional Review Board (“IRB”). Recipient agrees to adhere to the study

protocol approved by the Recipient IRB, to ensure that any legal or Recipient IRB requirements for the informed consent process are met and are appropriately documented, and upon Harvard's request, to provide verification to Harvard that the Recipient IRB approval has been granted. Recipient agrees to report to Harvard any adverse events or unexpected problems and any proposed changes to the study protocol or informed consent process. In no event shall Recipient invoice or be reimbursed for any human subjects related expenses incurred in a period where any applicable IRB approval of human subjects use is not properly in place.

13. **DATA.** Recipient will have in place appropriate technical and organizational measures to protect the data it receives, develops and/or shares pursuant to this Agreement against accidental or unlawful use, loss or alteration, and unauthorized disclosure or access. Recipient is responsible for the proper management of such data and will provide a level of security appropriate to the risk represented by the anticipated uses and the nature of the data to be protected.
14. **TERMINATION.** Either Party may terminate this agreement for any reason upon sixty (60) days prior written notice to the other Party. In the event of early termination of this Agreement, Recipient shall be entitled to reimbursement in full for the costs incurred up to the date of such termination and for costs incidental to the orderly liquidation of its services, including those non-cancelable obligations properly incurred up to the effective date of termination.
15. **RESEARCH MISCONDUCT.** Recipient hereby certifies that it has established administrative procedures to review allegations of scientific misconduct and to evaluate and process real or potential conflict of interest situations, and that such procedures conform to federal regulations. Additionally, Recipient agrees to cooperate fully with any proceedings, inquiries, or investigations as requested by Harvard.
16. **AUDIT.** All costs incurred in the performance of the Statement of Work will be subject to audit by Harvard, and Recipient agrees to allow authorized representatives of Harvard access to records necessary to support the reported costs.
17. **LIMITATION OF LIABILITY.** Neither Party shall be liable for the acts or omissions of the other Party, or the acts or omissions of the other Party's employees, officers or agents, in connection with performance of the Statement of Work under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT.
18. **GOVERNING LAW.** This Agreement, and any and all claims arising out of or in connection with this Agreement, including those relating to its existence, validity or termination, shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law rules.

19. **RESOLUTION OF DISPUTES.** If there is a dispute between the parties arising out of or in connection with this agreement (“Dispute”), the Party seeking to initiate the dispute resolution process must give notice to the other Party setting out, in writing and in detail, the issues in Dispute and the total value of any and all claims being asserted. The Parties shall attempt to resolve the Dispute through direct negotiations. If the Parties fail for any reason to resolve the Dispute by direct negotiations within 30 days of initiation of the dispute resolution process, the Parties agree that any proceedings relating to the Dispute shall be brought in a court located in the Commonwealth of Massachusetts.
20. **COMPLIANCE WITH LAW.** Recipient will cause the Statement of Work performed hereunder to conform to all requirements of all applicable federal, state, and local laws, rules and regulations, including but not limited to, laws relating to conflict of interest and to equal employment opportunity, as well as all standards applicable to such research. The Parties shall cooperate with each other to facilitate compliance with these laws and regulations.
21. **NON-DISCRIMINATION.** Discrimination with respect to any aspect of the Research on the basis of race, color, gender identity, sexual orientation, national or ethnic origin, religion, age, health condition or disability, political beliefs or veteran status, shall be grounds for termination of this Agreement by either Party.
22. **NOTICES.** Any notices to be given hereunder shall be sufficient if signed by the Party giving same and delivered in one of the following manners: (a) mailed certified mail, return receipt requested; (b) sent by expedited delivery via a nationally recognized courier service; or (c) delivered via e-mail to other Party if the sender retains evidence of successful transmission to the Administrative Contact listed in Exhibit C, below.

By such notice, either Party may change its address for future notices. Notices mailed shall be deemed given on the date postmarked on the envelope. Notices sent by expedited delivery shall be deemed given on the date received by the courier, as indicated on the shipping documents. Notices sent by e-mail shall be deemed given on the date transmitted.
23. **FORCE MAJEURE.** Neither Party shall be liable for any failure to perform its obligations, including payment obligations, or delay in the performance thereof, as a result of force majeure, meaning any event or cause beyond their reasonable control, including but not limited to governmental regulations or orders, fire, flood, earthquake, pandemic, elements of nature or acts of God, labor disputes, political instability, acts of war, terrorism, riots, civil disorders or rebellions, or other revolutions.
24. **ASSIGNMENT.** This Agreement and all rights and obligations hereunder shall not be assigned (whether through merger or consolidation, by operation of law, or otherwise) without the prior written consent of the other Party and any attempt to assign without such consent shall be void.
25. **MODIFICATION.** No modification or waiver of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this

Agreement to assert its rights under, including upon any breach or default of, this Agreement shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon.

26. **SEVERABILITY.** If any provision of this Agreement is or becomes invalid, or is ruled invalid by any court of competent jurisdiction or otherwise deemed unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected.
27. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together constitute one and the same instrument.
28. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement and its attachments embody the entire understanding between Harvard and Recipient with respect to the subject matter hereof, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the Statement of Work, Authorized Total and period of performance, shall be effective unless made in writing and signed by duly authorized representatives of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Harvard and Recipient have executed this Agreement as of the date last signed below.

THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE

Signature: _____

Name:

Title:

Date:

[RECIPIENT]

Signature: _____

Name:

Title:

Date:



EXHIBIT A
STATEMENT OF WORK



**EXHIBIT B
BUDGET**



**EXHIBIT C
NOTICES**

HARVARD CONTACTS		RECIPIENT CONTACTS	
Name: Address: Tel.: Email:	<u>Administrative Contact</u>	Name: Address: Tel.: Email:	<u>Administrative Contact</u>
Name: Address: Tel.: Email:	<u>Principal Investigator</u>	Name: Address: Tel.: Email:	<u>Program Director</u>
Name: Address: Tel.: Email:	<u>Financial Contact</u>	Name: Address: Tel.: Email:	<u>Financial Contact</u>
Name: Address: Tel.: Email:	<u>Authorized Official</u>	Name: Address: Tel.: Email:	<u>Authorized Official</u>