

- Specific security measures to be taken to preserve confidentiality.
- 7) Surrender of materials at the termination of the agreement.
  - 8) Remedies in the event of breach of the confidentiality agreement.

## **GENERAL CONSIDERATIONS FOR PROJECT AGREEMENTS OR CONTRACTS**

### ***Statement of Objectives***

- 1) Is the project designed to accomplish a particular purpose?
- 2) What is the anticipated relationship between the parties; for example, will it be a joint research project or an exchange?
- 3) What are the respective contributions of the parties to the project and how is performance to be guaranteed?
- 4) Does the project rely on teams of researchers who are not specifically identified, or on one or several persons?

### ***Duration***

- 1) What will be the starting date?
- 2) When will the contract end?
- 3) Will the contract be for a fixed term? Will the contract's duration be made conditional on a specific event or events occurring or not occurring?

### ***Renewal***

- 1) Will the agreement provide explicitly for renewal?
- 2) Will the renewal be unconditional, automatic, optional, or conditional based on performance?
- 3) Will notice be required for the renewal to take effect?

- 4) What will be the term or duration of the renewal period or periods?

### ***Termination***

- 1) On what terms may either party terminate the agreement before its natural expiration, for example, in the event of a breach of the terms of the contract, bankruptcy of one of the parties, or other specified events?
- 2) How much notice of termination must be given?
- 3) What will be the technical and financial consequences of termination of the contract?

### ***Legal Form***

- 1) Does the contract come within the scope of a known legal framework such as a co-operation agreement or a joint venture agreement?
- 2) Will a separate legal entity be created, different from the entity constituted by its members? If so, the following issues must also be considered:
  - How will the management and administrative organization be established?
  - What will be the decision-making process? Will it be by consent or joint? Will any of the parties have a right of veto?
  - How will the entity be financed?
  - How will intellectual property be licensed to the entity and by it?
  - What controls will be placed on who is involved in the entity, particularly transfer to other parties, and encumbrance of interests?