

RESEARCH PROJECT AGREEMENT

between the Olympic Foundation for Culture and Heritage (the "**Foundation**") and (the "**Institution**"), to which ... is an employee member (the "**Researcher**") in relation to the *Advanced Olympic Research Grant Programme* (the "**Programme**"), which, in line with the Olympic values, aims at promoting humanities or social sciences researches in priority fields identified by the International Olympic Committee (the "**IOC**"), as part of the IOC's missions, roles and responsibilities, as established by the Olympic Charter.

The Researcher submitted an application to the Foundation for a "**Grant**" (in accordance with *Section (2)* below) under the Programme; for the research project described under *Section (1)* below (the "**Research Project**"); to be conducted in accordance with the Planning under *Section (4)* below by the Researcher; which shall be monitored by the Foundation via the "**Foundation's Contact**", as determined under *Section (3)* below; and which shall be governed by: (i) the terms and conditions under Appendix A to this Research Project Agreement (the "**Terms and Conditions**"), (ii) the *Advanced Olympic Research Grant Programme - Objectives, Rules and Guidelines* - Award under Appendix B to this Research Project Agreement (the "**Guidelines**"); and (iii) the completed *Advanced Olympic Research Grant Programme - Application form* - Award under Appendix C to this Research Project Agreement (the "**Application File**");

For the purpose of the Agreement (as defined hereafter): (i) the Foundation and the Institution shall be individually referred to as "**Party**" and collectively referred to as "**Parties**"; (ii) the "**IOC & Affiliates**" shall be understood as the IOC and any entity or company now existing or to be created, owned or directly or indirectly controlled by the IOC (such as, without limitation, the Foundation, IOC Television & Marketing Services S.A., Olympic Channel Services S.A. and Olympic Broadcasting Services S.A.) and their respective affiliates; (iii) the Research Project Agreement together with all its Appendixes, shall be hereinafter collectively referred to as the "**Agreement**"; (iv) "**Institutional Purposes**" shall be understood as any use for the promotion of the Olympic values and the Olympic Movement, which does not (a) endorse any third-party product or service and (b) intend to generate any direct revenues for the Foundation or any other of the IOC & Affiliates; and (v) capitalized terms not otherwise defined herein shall have the meaning ascribed to them in this Agreement.

1. Research Project:																						
2. Grant Amount:																						
3. Foundation's Contact:	Mrs. Nuria PUIG, Manager External Relations and Academic Programmes at The Olympic Studies Centre, Olympic Foundation for Culture and Heritage, or otherwise, via any third-party, as determined by the Foundation.																					
4. Planning	Start Date: June.... End Date: 14 months after the Start Date, subject to Article 9 of the Terms and Conditions. The dates of the Researcher's visit to the IOC headquarters and, when appropriate, of the stay at the OSC will be agreed between the Researcher and the Foundation Contact.																					
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	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Date</th> <th style="width: 40%;">Description</th> <th style="width: 30%;">Party</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">...June</td> <td style="text-align: center;">Signature of the Agreement</td> <td style="text-align: center;">Institution and the Researcher</td> </tr> <tr> <td style="text-align: center;">...July</td> <td style="text-align: center;">First payment</td> <td style="text-align: center;">Foundation</td> </tr> <tr> <td style="text-align: center;">... December</td> <td style="text-align: center;">Submission of the Progress Report</td> <td style="text-align: center;">Institution</td> </tr> <tr> <td style="text-align: center;">.... December</td> <td style="text-align: center;">Second payment</td> <td style="text-align: center;">Foundation</td> </tr> <tr> <td style="text-align: center;">....June.....</td> <td style="text-align: center;">Submission of the Final Research Report</td> <td style="text-align: center;">Institution</td> </tr> <tr> <td style="text-align: center;">after receipt of the Final Research Report to Foundation's satisfaction</td> <td style="text-align: center;">Third payment</td> <td style="text-align: center;">Foundation</td> </tr> </tbody> </table>	Date	Description	Party	...June	Signature of the Agreement	Institution and the Researcher	...July	First payment	Foundation	... December	Submission of the Progress Report	Institution December	Second payment	FoundationJune.....	Submission of the Final Research Report	Institution	after receipt of the Final Research Report to Foundation's satisfaction	Third payment	Foundation
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By signing underneath, the Institution declares that it has read and understood all the terms and conditions applicable to this Agreement and agrees to be bound by it and to comply with any and all regulations, instructions and guidance of the Foundation.

For the **Institution**,

For the **Foundation**;

 The University

Maria Bogner
 Head of The Olympic Studies Centre

 The Researcher

Nuria Puig
 Manager external relations and academic programmes - OSC

Date: _____

Date: _____

APPENDIX A

TERMS AND CONDITIONS

1. INTERPRETATION

In case of incompatibility, conflict or divergence between the contractual documents included in the Agreement, they will be interpreted and prevail according to the following principles:

- (a) First, the Research Project Agreement;
- (b) Second, the Terms and Conditions (this Appendix A);
- (c) Third, the Guidelines (Appendix B);
- (d) Fourth, the Application File (Appendix D).

2. PROCESS

2.1. The Institution and the Researcher receive instructions from, and shall report to, the Foundation's Contact.

2.2. The Institution will ensure that the Researcher undertakes the Research Project within the time-frame described in the Planning.

2.3. The Institution will ensure that the Researcher may not vary the Research Project submitted to the Programme in the Application File in any significant manner without the written consent of the Foundation.

2.4. Elements regarding the Research Project not listed in the Agreement may be added by mutual written agreement of the Parties.

3. GRANT

3.1. The "Grant" equals the amount determined by the Foundation under the Grant Amount, which corresponds to a percentage of the maximum grant value (USD), in consideration of the Funding requested under Section 4.10 of the Application File.

3.2. The Grant is intended to cover all research expenses directly related and essential to the Research Project, in accordance with the Guidelines and as described in the Application File, and as determined by the Foundation in the Grant Amount confirmed in the letter notifying the award.

3.3. Unless otherwise agreed by the Parties, all research expenses directly related to the performance of the Research Project, shall be paid by the Foundation. All other costs are subject to the prior written approval of the Foundation.

3.4. The Grant will be provided in accordance with the following schedule and *pro rata* of the corresponding value:

- one half after the signature of this Agreement ;
- one quarter after reception of the Progress Report to Foundation's satisfaction; and
- one quarter on receipt of the Final Research Report to Foundation's satisfaction.

3.5. In the event that the Grant has not been fully spent once the Research Project is finished, the Foundation may:

- agree with the Institution to use the remaining funds for additional research or dissemination of the results; or
- adjust the total amount of the Grant to the real expenses related to the Research Project.

3.6. The Grant also covers the assignment of intellectual property rights as per Article 6 hereunder. Unless otherwise stated in the Research Project Agreement, the aforementioned Grant is inclusive of all taxes.

3.7. The Institution is solely responsible for receiving the Grant and allocating it as required between the Researcher and, if applicable, the Group (as defined below) members and the Foundation shall have no responsibility whatsoever as to such allocation of the Grant.

4. CONFLICT OF INTEREST

4.1. The Institution warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement or in the performance of the Research Project by the Researcher.

4.2. If a conflict of interest arises during the term of this Agreement, the Institution will immediately notify the Foundation's Contact that such a conflict exists.

5. PERSONAL PERFORMANCE

5.1. The Institution shall ensure that the Researcher personally performs the Research Project and, if applicable, performs his/her coordination tasks as set here under and he/she may not delegate or name a replacement, unless the Institution has received prior written authorisation to do so from the Foundation. Notwithstanding the foregoing, if applicable, it is understood and agreed by the Foundation that the Researcher may delegate certain tasks and responsibilities from the Research Project within the members of the working group (the "Group") presented in the Application File For the avoidance of doubt, if applicable, the Researcher shall be the sole point of contact between the Group and the Foundation.

5.2. If, for any reason, the Researcher is no longer in a position to continue to perform the Research Project (e.g. because he/she is no longer a member of the Institution or for any other reason whatsoever), the Institution shall promptly propose a successor acceptable to the Foundation. If the Parties are unable to agree upon a successor, this Agreement may

be terminated by the Foundation according to Article 9.4 here below.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 In direct or indirect relation to the Agreement, the Institution shall not and shall ensure that the Researcher or, if applicable, the Group do not, without the prior written consent of the Foundation, use or authorise the use of any of the Olympic Properties (as defined by the Olympic Charter), in particular, any Olympic emblem, trademark, theme, logo, mascot or other designation suggesting that they are a sponsor or supplier of the IOC or the Foundation.

6.2. The Institution warrants that, to the best of its reasonable and diligent knowledge, any product of the work related to and/or associated with the Research Project – including in particular any and all documents, texts, samples, still or moving images, etc.– which the Institution and/or the Researcher produce, make, devise, invent or develop within the framework of the Research Project (hereinafter the "Works") do not violate any third-party rights, in particular intellectual property rights. In case the Works contain any third-party material, the Institution shall inform the Foundation and:

(i) confirm that the Institution and/or the Researcher (as applicable) has obtained any and all permissions for the use of such third-party material in the Works;

(ii) provide to the Foundation a copy of the written permission upon request.

6.3. The Institution shall ensure that it and/or the Researcher and the Group, as applicable, will grant, to the IOC & Affiliates a non-exclusive, worldwide, royalty-free, perpetual license to use the Works for Institutional Purposes (the "Licence"); it being understood that the Licence shall not expire on termination of the Agreement.

7. PUBLICATION AND COMMITMENTS

7.1. The Institution commits that the Researcher provides the Foundation with a progress report six (6) months after the Start Date (the "Progress Report"). This Progress Report will consist of a description of the project development, including an explanation of any major changes in the Research Project since submission of the Application File to the Foundation, an updated working schedule, describing the work already done, ongoing and to be done until the completion of the Research Project; and the identification of any difficulties the Researcher faces in conducting the Research Project (2,000 words maximum).

7.2. A final research report will be provided to the Foundation (in electronic version) no later

APPENDIX A

TERMS AND CONDITIONS

than one year after the Start Date (the "Final Research Report").

7.3. The Final Research Report, should include a cover sheet and a table of contents, and be presented on A4 paper, numbered consecutively, typed in Arial size 12 font and using single line spacing. It will be made up of three (3) documents, which shall include:

- **First document (approx. 50-60 pages):**

o An abstract (200 words maximum) and a list of key words;

o An executive summary including a short description of the research topic and objectives and highlighting the main findings, conclusions and, if appropriate, recommendations (approx. 1,200 – 2,000 words);

o The report, including the research topic and objectives; the methodology applied; and a detailed presentation of the findings, conclusions and, if appropriate, recommendations of the research project;

o The annexes, including any additional information of interest for the project.

- **Second document:** a PowerPoint presentation summarising the objectives, methodology and findings of the research project.

- **Third document:** a financial accounting report for all funds provided by the OSC. The Institution shall keep for one (1) year from the End Date complete and accurate receipts for expenses and provide copies of the same to the Foundation on the Foundation's written request in such format as the Foundation may reasonably require.

7.4. The Institution shall and shall ensure that the Researcher will be publishing and/or disseminating the Project Research results within the academic world.

7.5. The Institution shall ensure that all subsequent publications or productions by the Institution or by the Researcher, using in whole or in part the results obtained under the auspices of the research grant, will appropriately acknowledge the Foundation and the Programme and that the Researcher shares with the Foundation any such publications or productions.

8. CONFIDENTIALITY

In case the Foundation would expressly designate in writing some information provided in connection with the Research Project as confidential (the "Confidential Information"), the Institution shall not, and shall ensure that the Researcher or, if applicable, the Group do not, disclose to third parties such Confidential Information; it being understood that such

obligation shall not expire on termination of the Agreement.

9. TIME-FRAME AND TERMINATION

9.1. The present Agreement enters into force on the Start Date and ends on the End Date, unless terminated earlier or extended as per Articles 9.2 to 9.6 hereunder.

9.2. Notwithstanding the above, the Foundation may terminate the Agreement with immediate effect in case of material breach by the Institution of any of its obligations under the Agreement, which, if remediable, has not been remedied within ten (10) days upon receipt of the Foundation's written notice, or in case the Foundation has reasonable grounds to believe that a material breach of this Agreement has been committed or is occurring.

9.3. If the Institution forms an opinion or could reasonably be expected to have formed an opinion, that the Research Project will not be completed within the Planning, the Institution must (a) inform the Foundation of that opinion and (b) provide a new timetable setting out the expected time-frame. Upon receipt of the above notification, the Foundation may (a) agree to the new timetable or (b) terminate the Agreement with immediate effect if the Research Project is not progressing at an acceptable rate.

9.4. If, for any reason, the Researcher is no longer in a position to continue performing the Research Project (e.g. because he/she is no longer an employee of the Institution or for any other reason whatsoever) and the Parties are unable to agree upon a successor, the Foundation may terminate the Agreement with immediate effect.

9.5. In case of termination of the Agreement by the Foundation as per Articles 9.2 to 9.4 above, the Institution is not entitled to the complete Grant, but shall be granted solely with a portion of the Grant *pro rata* for the Research Project actually performed until the effective end date of the Agreement.

9.6. The Institution may terminate the Agreement at any time by giving notice to the Foundation, provided that the Institution shall reimburse the Foundation for any amount of the Grant or expenses paid by the Foundation since the Start Date.

10. MISCELLANEOUS

10.1. Warranties and Representations: The Institution represents and warrants that it is free to enter into and fully perform its obligations under the Agreement and to grant rights to the Foundation as set out herein, and that the Researcher is free to perform the Research Project. The Institution will ensure, in any way necessary, the respect of the

Agreement by the Researcher and that the Researcher carries out the Research Project in accordance with appropriate scientific and academic standards, in particular comply with the ethical principles and avoid plagiarism or other similar research misconduct.

10.2. Relationship of the Parties: The Parties acknowledge and agree that the Agreement does not constitute for either Party hereto to be the agent of the other, or create a partnership, an employer-employee relationship, joint venture or similar relationship between the Parties, and neither Party shall have the power to bind the other Party in any manner whatsoever.

10.3. Entire Agreement; Waiver: This Agreement and its annexes represent the entire and integrated agreement between the Foundation and the Institution and supersedes all prior negotiations, representations or agreements, either written or oral, relating to the subject matter hereof. This Agreement may be amended only by written instrument signed by each of the parties hereto. All waivers must be in writing. No waiver by any party hereto, whether express or implied, of its rights under any provisions of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take action with respect to any breach of this Agreement or default by another party hereto shall constitute a waiver of the first party's right to enforce any provision of this Agreement.

10.4. Assignment: Neither this Agreement nor any of the Institution's rights hereunder may be assigned, subcontracted or transferred without the prior written consent of the Foundation.

11. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland. Any dispute arising from or in connection with the execution or interpretation of this Agreement or breach thereof which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

[End of Appendix A]