

Creation Research Society Research, Confidentiality and Intellectual Property Agreement

This Research, Confidentiality and Intellectual Property Agreement (“Agreement”) is made and entered into as of the date last signed below by and between Creation Research Society, a Michigan non-profit corporation authorized to do and doing business in Arizona (“CRS”), and _____ (“Researcher”).

RECITALS

- A. Researcher is requesting funding from CRS to perform research regarding creation studies.
- B. During the course of performing the research, Researcher will develop or help develop intellectual property.
- C. The Parties desire to enter into this Agreement to protect CRS’s confidential information and to ensure that all documents or information used in or resulting from the research belongs to CRS.

AGREEMENT

NOW THEREFORE, the Parties agree as follows:

1. RESEARCH

- a. Researcher has requested funding to conduct research regarding _____
_____ and as may be further described in **Exhibit “A”** attached hereto (the “Research”).
- b. The Research funding shall start on or after _____ and be completed by _____. CRS may extend the Research ending date in its sole discretion.
- c. In completing the Research, Researcher agrees to support the tenets of CRS.

2. CONSIDERATION

- a. **Grant Funds:** Researcher has applied for a grant from CRS to use towards completing the Research. CRS hereby provides Researcher with \$_____ upon execution of this Agreement by all Parties and further agrees to provide Researcher with financial assistance of up to \$_____ to be used exclusively toward the Research (the “Grant”) as outlined in the proposal on file with CRS. CRS may change the amount of future Grant, in its sole discretion, upon notice to Researcher.
 - i. The entire Grant shall only be used toward completing the Research. Upon request, Researcher will provide CRS with an accounting of the Grant funds.
 - ii. If the Research is not completed within the time frame listed above, CRS has the option to extend the Grant or the Grant will be considered expired and no further funds will be available. Researcher may apply to CRS with a new grant proposal at that time.
 - iii. CRS reserves the right to terminate the additional future Grant funds at any time due to financial constraints on CRS, Researcher’s breach of contract, or other considerations at CRS’ sole discretion.
 - iv. A portion of the future Grant may be withheld until the *Creation Research Society Quarterly* Editor makes a final decision on publishing the Research.
 - v. Researcher is solely responsible for any and all tax implications of this Grant.
- b. **Ongoing Support:** The Parties agree that the mutual covenants contained herein and the retention and/or ongoing use of Researcher to perform the Research and possible future research projects constitute adequate additional consideration for this Agreement. The execution of this Agreement by Researcher is a condition of Researcher being provided with any funds.

3. EQUIPMENT MATERIALS PURCHASED

- a. Any capital equipment purchased with Grant funds is owned by the CRS, and Researcher will execute a bill of sale for any such equipment to CRS if requested. At CRS's sole discretion Researcher may be allowed to temporarily or permanently keep specific capital equipment.

4. INTELLECTUAL PROPERTY RIGHTS, INVENTIONS AND NEW IDEAS

- a. **Definition of "Subject Ideas":** As used herein, the term "Subject Ideas" includes: any and all research, research results and processes, ideas, processes, trademarks, service marks, inventions, new ideas, designs, technologies, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business ideas, documents, photographs, and data used in the Research results from the Research and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable or copyrightable, which are made, conceived, developed or created, in whole or in part, as part of Researcher's work for CRS and/or relating to CRS's current or contemplated business and/or Research and development efforts. Subject Ideas also includes all documents (including, without limitation, all writings, drawings, blueprints, pictures, recordings, computer or machine readable data and all copies or reproductions thereof) which describe or relate to the Research performed or to be performed pursuant to this Agreement or the results thereof.
- b. **CRS Ownership:** Researcher hereby assigns all right, title and interest in and to all Subject Ideas to CRS, including but not limited to all research data and results, and registerable copyrights and patent rights which may subsist therein. All Subject Ideas shall be considered works made for hire. Researcher may use the Research results only with CRS' express written permission.
- c. **Disclosure:** Researcher agrees to promptly disclose the full details of any and all Subject Ideas to CRS.
- d. **Maintenance of Records:** Researcher agrees to keep and maintain adequate and current written records of all Subject Ideas and their development during the term of this Agreement. These records will be in the form of notes, sketches, drawings, and any other format that may be specified by the CRS. These records will be available to and remain the sole property of CRS at all times.
- e. **Authorization to CRS:** In the event CRS is unable, after reasonable effort, to secure Researcher's signature on any patent, copyright or other analogous protection relating to a Subject Idea, whether because of Researcher's physical or mental incapacity or for any other reason whatsoever, Researcher hereby irrevocably designates and appoints CRS and its duly authorized officers and agents as Researcher's agent and attorney-in-fact, to act for and on Researcher's behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by Researcher.
- f. **Publication:** It is assumed that the Research will lead to publication in the *Creation Research Society Quarterly* publication. However, CRS is under no obligation to publish the Research or related articles. CRS has first rights to publication of all results from the Research, as all results from the Research are property of CRS.

5. TERM AND NONCOMPETE PROVISIONS

- a. **Term of Agreement.** The Term of this Agreement shall be from the date last signed below until the completion of the Research as provided for in Section 1 b. above, plus any extensions approved by CRS. Following termination, all Research results shall belong to CRS in perpetuity.
- b. **Covenant Not to Compete.** You agree that at no time during the term of this Agreement will you engage in research activities that are competitive with the work being funded by CRS. CRS reserves sole discretion of what may be considered competitive, and written permission must be obtained from CRS to be exempt from this non-compete agreement.

6. OTHER TERMS

- a. **Successors and Assigns:** This Agreement will be binding upon the Researcher and will insure to the benefit of CRS's affiliates, successors, assigns and related companies.
- b. **Governing Law:** This Agreement will be governed by the laws applied by courts of the State of

Arizona.

- c. **Jurisdiction; Service of Process:** Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought against any of the Parties in Yavapai County, Arizona, or if it has or can acquire jurisdiction, in the United States District Court for the District of Arizona, and each of the Parties consents to the jurisdiction of such courts.
- d. **Severability:** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Notices: All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when: (i) delivered by hand; (ii) sent by facsimile to the number listed below, provided that a copy is also promptly mailed by registered mail, return receipt requested; or (iii) two (2) days after being sent via Federal Express, Registered or Certified Mail (with return receipt requested) or similar carrier service. Either Party may change contact information with written notice to the other.

Researcher: _____

Company: Creation Research Society

- g. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the confidentiality and intellectual property subject matter of this Agreement and supersedes all prior written and oral agreements and understandings between the Parties with respect to the subject matter of this Agreement.
- h. **Not Employment:** This Agreement is not an employment agreement as Researcher is an independent contractor. Researcher understands that CRS may terminate Researcher's association with it at any time, with or without cause, subject to the terms of any separate written agreement executed by a duly authorized officer of the CRS.

7. SURVIVAL CLAUSE

- a. **Survival.** The terms and conditions listed under sections 2, 3, 4, and 6 will survive the termination or the expiration of this agreement.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE RESEARCHER'S RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY THE RESEARCHER MAY DEVELOP.

CREATION RESEARCH SOCIETY

By: _____ Date

RESEARCHER

By: _____ Date

EXHIBIT "A"
DETAILED DESCRIPTION OF RESEARCH