

# 合作研究协议书撰写说明及范本

基本内容（但不仅限于如下部分）：

<b>1. 合作研究题目</b>
<b>2. 双方主持人和主要参加者</b>
包括合作双方主持人和主要参加者的列表。
<b>3. 合作研究计划、分工和进度</b>
简述研究课题的内容，清楚阐明合作双方分别承担的研究工作和相应责任，必要时需提出时间表。
<b>4. 经费来源和使用</b>
简述双方合作研究的经费来源和如何使用，必要时外国合作方需提供相关证明或书面承诺
<b>5. 知识产权归属、使用和转移</b>
阐述合作研究成果的归属、使用或共享等有关约定；
<b>6. 研究期限、变更和退出</b>
写明合作研究的起止日期，如何处理项目结题前项目主持人和主要参加人的变更等。
<b>7. 协议法律效力的约定</b>
协议生效、有效期、中止等的有关约定
<b>8. 双方项目主持人签字及协议的签署时间与地点</b>

# Joint Research Agreement

Basic parts (but not limited to these parts):

<b>1. Title of the Joint Research Project</b>
<b>2. Principal Investigators and Main Participants from Both Sides</b>
List principal investigators and participants of each side
<b>3. Research Plan, Division of Labor and Timetable</b>
Briefly describe the scientific objectives, methodologies and approaches of the research. State clearly which part is “Partner A”’s work and which part is “Partner B”’s. Include time frames in this part if necessary.
<b>4. Sources of Funding and Its Use</b>
Describe sources of funding for the collaborative research and the mechanism to use it. Provide certificates or written commitment of the foreign collaborator if necessary.
<b>5. Ownership, Use and Transfer of the Intellectual Property</b>
Clearly state who shall own the intellectual property and how to use or share it.
<b>6. Duration, Amendment and Withdrawal</b>
Clearly state the specific dates that the collaborative research starts and ends and the process to deal with changes concerning principal investigators and main participants before the research terminates.
<b>7. Legal Validity</b>
Effective date, period and termination.
<b>8. Signature by Principal Investigators of Both Parties, Date and Place</b>

The Agreement shall be printed on paper that contains the name of the either collaborator’s institution and contact information (address, telephone, fax and email).

Sample Agreement:

## **Joint Research Agreement**

### **I. Title of the Joint Research Project**

The title of the joint research project is \*\*\*.

### **II. Leading Scientists**

Party A:

Principal Investigator: Prof. Dr. Zhao Yi

E-mail:

Tel.:

Fax:

Address:

Main Participants (Participating Universities/Institutes and other Institutions):

Prof. Dr. Qian Er

Prof. Dr. Sun San

Dr. Li Si

Party B:

Principal Investigator: Prof. John Doe

E-mail:

Tel.:

Fax:

Address:

Main Participants (Participating Universities/Institutes and other Institutions):

Prof. Dr. Jeo Bloggs

### **III. Research Plan, Division of Labor and Timetable**

The project aims to design a \*\*\*for \*\*\*. It will focus on \*\*\* and will be developed in the following units:

Unit A: Title:\*\*\*, Investigators: Prof. Dr. Qian Er

The goal of this group is to deepen our understanding of \*\*\*. The research work is closely connected to \*\*\*.With \*\*\*, this group is going to \*\*\* and address the question of \*\*\*.

Unit B: Title:\*\*\*, Investigators: Prof. Dr. Sun San and Prof. LI Si

Unit C: Title:\*\*\*, Investigators: Prof. Dr. John Doe

...

#### **IV. Sources of Funding and Its Use**

A will apply for 800,000 yuan RMB from NSFC, in more detail:

Small Equipment	
Graduate Students	
Workshops	
Consumables	
Energy	
Administration	
Travel	

The use of funding obeys NSFC's regulations and requirements.

B will apply for xxx US dollars from X, in more detail:

...

#### **V. Ownership, Use and Transfer of the Intellectual Property**

Intellectual property rights of the project cover all results obtained within the project. The IPR of common results will be shared by all parties concerned. The IPR of results obtained independently by one party without any assistance from the other party or obtained before or after the collaboration will belong to the respective party.

Authorship and acknowledgement in papers should be based on contribution to the project and decided in discussions involving all parties concerned.

Before submitting any application for related intellectual property rights, one party should first consult with the other party and may proceed only after the other party has agreed without objection on the ownership of the IPR.

Without the written consent of both parties, none of the project's common IPR may be transferred to any third-party.

#### **VI. Duration, Amendment and Withdrawal**

The project will terminate upon completion of all research activities, which is agreed on the date of \*\*\*. A research partner who decides to withdraw from the project before the above-mentioned date should notice other members of the collaborative research at least three months before the change happens. Any amendment to this agreement should be agreed by both parties.

#### **VII. Legal Validity**

This agreement comes into effect on \*\*\* and terminates on \*\*\*. It is made in two counterpart originals and two counterpart copies, with one of the originals to be retained by each of the two parties and one of the copies to be retained by NSFC and X respectively.

#### **VIII.**

Signature:

Party A:

Time:

Place:

Party B:

Time:

Place: