

# COLLABORATION AGREEMENT

by and between

*[Insert College Name here]*  
and  
The NYIT College of Osteopathic Medicine

This agreement is made and entered into by and between the NYIT College of Osteopathic Medicine (NYITCOM) and [*College name*]. The parties hereto agree to the following:

## 1. General Provisions

- a. All research and other collaborative activities conducted pursuant to this agreement shall be conducted in accordance with the regulations appropriate to NYIT and to each participating College, including regulations regarding patients/human subjects (e.g., HIPAA) and those related to research involving animals.
- b. All projects involving human subjects **must** be IRB-approved prior to initiation of the project and must include as a Co-Investigator or Co-PI at least one (1) NYIT College of Osteopathic Medicine faculty member. The NYIT College of Osteopathic Medicine faculty member **must** be the PI on the IRB application.
- c. All projects involving animals **must** be IACUC-approved prior to initiation of the project and must include as a Co-Investigator or Co-PI at least one (1) NYIT College of Osteopathic Medicine faculty member. The NYIT College of Osteopathic Medicine faculty member **must** be the PI on the IACUC application.
- d. The ranking Co-investigator from each College/School has primary responsibility and authority for the conduct of all research activities performed using that College/School's resources.

## 2. Data and Intellectual Property Ownership

- a. All collected raw data are the **joint property** of all Co-Investigators on the project. All raw data and any analysis thereof **must** be distributed to all Co-Investigators in a mutually agreed upon timely manner. A request by a Co-Investigator for raw data and/or data analysis **must** be complied with immediately or a written response explaining inability to comply must be provided.
- b. Any intellectual property generated through the described research activities will be shared equally among the project Co-Investigators and other designated participants. The ranking Co-Investigator from each College/School will have the final decision of which project participants from their College/School will be included as co-owners of the intellectual property related to the designated project.

### 3. **Presentation/Publication.**

- a. Presentation and/or publication of results deriving from the designated research activities must include as co-authors members of each involved College/School.
- b. The ranking Co-Investigator from each College/School will have the final decision of which project participant(s) from his/her College/School will be co-authors on any presentation and/or publication. The author order will be mutually agreed upon in writing prior to submission.
- c. No materials may be submitted prior to obtaining express written approval by the ranking Co-Investigator from each College/School. Materials submitted without obtaining written approval will be immediately withdrawn.

### 4. **Grants**

- a. Any grant submission arising from the designated project must include faculty from each involved College/School.
- b. The ranking Co-Investigator from each College/School will have the final decision of which project participant(s) from his/her College/School will be listed on the grant application and the appropriate effort contribution for each individual.
- c. Regardless of the project PI affiliation, Indirect Costs derived from a funded grant submitted by multiple Colleges/Schools will be allocated to the individual Colleges/Schools based on the need for usage of specific College/School-based facilities and the proportion of the individual faculty/personnel effort contributions to the funded project.
- d. Direct costs will be allocated based on project needs and must reflect the relative effort contributions of the personnel from each contributing College/School. Personnel direct costs, both salary and fringe benefits, for personnel from each College/School will be distributed to the respective College/School based on percent effort commitment and awarded dollar amounts. Each College/School will be responsible for administering these funds for the respective faculty and staff covered through the grant award.

### 5. **Responsibilities of the PI From Each College/School**

- a. The PI from each College/School has the full authority and responsibility for all research activities covered under the collaborative agreement that are occurring in the respective College/School.
- b. The PI from each College/School must direct and actively participate in all research activities covered under the collaborative agreement that are occurring in the respective College/School.
- c. Failure of either faculty member to meet the expectations and responsibilities of the collaborative agreement will trigger termination of the collaborative agreement and notification of the appropriate internal committees (e.g., IRB, IACUC) and external organizations (e.g., funding agency).

