

Appendix B

Sample International Cooperation Agreement

AGREEMENT OF MUTUAL COOPERATION

This Agreement of Mutual Cooperation (“Agreement”) is made this _____ day of _____, 2008, by and between the (Committee, Division or Unit) of the American Chemical Society (“ACS”) and the (Partner Name), further denoted in the text as “the “Parties.” The Parties intend to engage in scientific cooperation on matters of mutual interest and concern, including cooperation in the scientific fields of chemistry.

Article 1. The Goals of this Agreement. The Parties agree:

- 1.1 To work together in good faith to coordinate (researcher / scholar exchange, scientific investigations, manuscript development, meeting organization, outreach, advocacy) within the scope of this Agreement;
- 1.2 To exchange scientific and technical information as may be appropriate;
- 1.3 To coordinate the participation of associates, graduate and undergraduate students from the United States and (Country Name) in joint and individual projects as may be developed from time to time;
- 1.4 To publish the results of joint projects in appropriate professional journals;
- 1.5 To organize (sample collection excursions, research laboratory familiarization tours) for joint investigations;
- 1.6 To organize joint seminars, conferences and other professional meetings as may be appropriate within the scope of this Agreement.

Article 2. Activities Within The Contemplation of this Agreement. The Parties contemplate that the following activities may fall within the scope of this Agreement (driven by ACS Strategic Plan):

- 2.1 Sustainable development;
- 2.2 Health;
- 2.3 Food Security;
- 2.4 Green chemistry;
- 2.5 Environmental chemistry;
- 2.6 Energy;

2.7 Water;

Article 3. Obligations of the Parties. It is specifically agreed that the Parties' responsibilities under this Agreement are limited to the terms of this Agreement and neither Party shall have any other responsibilities or obligations. It is further agreed that neither Party shall have any legal or financial liability with respect to this Agreement.

Article 4. Term. The term of this Agreement shall be for (not to exceed three) years and may be extended with the written consent of both Parties. Either Party may terminate this Agreement at any time and for any reason on six months prior written notice to the other Party.

Article 5. Indemnification. Each Party shall indemnify the other Party and its officers, directors, employees, members and agents against all liability, loss or expense sustained in connection with, and against all claims or actions based upon or arising out of, any negligent acts or omissions of the indemnifying party or its officers, directors, employees or agents, or based upon the performance or non-performance of this Agreement, or based upon any violation of any statute or ordinance, and the defense of any such claims or actions. Any joint responsibility for any liability, loss or expense shall be apportioned to each Party based on each party's degree of responsibility for the liability, loss or expense.

Article 6. Logo. Each Party agrees not to use the logo of the other Party for any promotional or commercial purpose or any for any other purpose without the prior written consent of the other Party.

Article 7. Publications and Confidentiality. All materials produced or developed (whether finished or unfinished) pursuant to the terms of this Agreement shall become the joint property of the Parties. The Parties shall jointly own all title, copyright, ownership and other rights in any such materials. The Parties reserve for themselves, jointly, the exclusive right to print, publish, reproduce, lease, copy, distribute and sell the materials produced or developed (whether finished or unfinished) and illustrations, extracts or excerpts from the materials in their own names throughout the world without limitation as to territory or language. The Parties jointly will have exclusive right to register all copyrights on the materials produced or developed (whether finished or unfinished) in their own names and to obtain any renewals of the copyrights which may be permitted by law.

Article 8. Entire Understanding. This Agreement constitutes the entire understanding between the parties hereto and no modification or amendment thereof will bind either party unless it shall be in writing and signed by persons authorized to bind both parties to the Agreement.

Article 9. Governing Laws. This Agreement shall be governed by the (insert relevant, mutually agreeable national or international arbitration authorities)

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signature

Signature

Printed Name

Printed Name

Title

Title