



National Audubon Society
RESEARCH AGREEMENT

Date:

THIS RESEARCH AGREEMENT is hereby made by and between National Audubon Society, Inc., doing business as Audubon Texas (“Audubon”), and XXXXXXXXXXXXXXX (“Principal Investigator” or “PI”) according to the following terms and conditions:

I. AUDUBON: Audubon is identified as follows: National Audubon Society, Inc.

Project Manager’s Name: (Alexis Baldera)
Address: DBA Audubon Texas
2407 S. Congress Avenue, Ste. E-#477
Austin, TX 78704
Business Telephone: (512) 967-8116
E-mail: alexis.baldera@audubon.org

II. PROJECT TITLE: _____

III. PRINCIPAL INVESTIGATOR: The Principal Investigator(s) is/are identified as follows:

Institution: _____
Project Manager Name:
Address:
Business Telephone: ()
Business Fax: ()
E-mail:

IV. PROJECT DESCRIPTION:

Principal Investigator shall utilize Audubon owned, leased, and/or certified sites only for those specific purposes described herein and in PI’s Research Proposal approved by Audubon, unless otherwise agreed in writing by Audubon.

All research conducted under this Agreement shall comply with all relevant laws and regulations. PI is responsible for acquiring and complying with any permits and licenses required for the research. All activities conducted by PI shall be in accordance with Conduct Agreement attached as Exhibit A. PI, and any of its employees, agents or associates, must sign and agree to Conduct Agreement prior to commencement of research.

The research to be conducted shall be as described in Exhibit B (the “Research Proposal”).

V. TERM OF AGREEMENT:

This Agreement will take effect on _____
and will terminate on _____

VI. CONDITIONS:

In accepting this Agreement, PI hereby agrees to the following terms and conditions:

1. PI shall conduct research activities as described herein and in the Research Proposal approved by Audubon Texas, unless otherwise agreed in writing by Audubon Texas.
2. PI shall provide Audubon Texas Project Manager with progress reports and an accounting of Recipient's research activities [choose one or fill in appropriate length of time: every six months (the "Six Month Reports"); every year (the "Annual Report")]. The [Annual Report/Six Month Reports] shall be submitted by June 1 (and December 1) each year for the duration of the Project. A final accounting ("Final Report") must arrive no later than 90 days after completion of the Project. Failure to submit reports on time may result in the delay or otherwise preclude future Research Agreements.
3. Audubon asserts an exclusive right, title and interest in and to the trade and corporate names "National Audubon Society", and "Audubon" ("Audubon Marks"). Prior to any public display of the Audubon Marks by PI, PI will forward to Audubon for its written approval a copy of the display of the Audubon Marks as they will appear to the public. Once Audubon has approved the use, PI may not make any material changes to that display without first seeking Audubon's prior written approval.
4. PI will give appropriate acknowledgement of Audubon Texas and the National Audubon Society for its support in all press releases, publications, annual reports, video credits, dedications and other public communications regarding the Research Project. PI will provide Audubon Texas Project Manager with copies of such materials for review and approval prior to publication and as part of the reporting process. Acknowledgement of Audubon shall be made in the following manner: *"This Project is supported by Audubon Texas, the state office of the National Audubon Society."*
5. PI may publish or make a presentation on the research results from the Project; provided, however, that prior to any such publication or presentation PI will provide a copy of the proposed material to Audubon Texas Project Manager for advance review, protection of any intellectual property described therein, and for deletion of any inadvertently-included Audubon confidential information, including information described in Exhibit A. Audubon may submit comments to PI up to thirty (30) days after PI sends the copy of the proposed material. If no response is received from Audubon within thirty (30) days, PI may proceed with publication and/or presentation of the Materials. PI will forward an electronic copy of any such publication or presentation files to Audubon Texas Project Manager.
6. In the event that either party commits any breach of or default in any of the terms or conditions of this Agreement, and fails to remedy such default or breach within fifteen (15) days after receipt of written notice from the other party, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement for cause by sending notice of termination in writing to the other party. The termination will be effective as of the date of the receipt of the notice. Termination of this Agreement by either party for any reason will not affect the rights and obligations of the parties accrued prior to the effective date of the termination of the Agreement
7. PI is expected to behave humanely toward animals encountered in fieldwork, and PI's behavior will be evaluated in this regard by Audubon Texas Project Manager. PI should note the following excerpt from the Animal Behavior Society's Guidelines for the Use of Animals in Research:

"Observation of free-living animals in their natural habitats may involve disruption, particularly if feeding, capture or marking is involved. While field studies further scientific knowledge and advance an awareness of human responsibility towards animal life, investigators, should always weigh any potential gain in knowledge against the adverse consequences of disruption for the animals used as subjects and also for other animals and plants in the ecosystem."

8. PI has no authority to enter contracts or agreements on behalf of Audubon. This Agreement does not create a partnership, joint venture or agency relationship between the parties hereto. It is understood that PI (or any of its employees or associates) is not an employee of Audubon and nothing in this Agreement confers such employee status upon PI or any of its employees or associates. PI acknowledges and agrees that it shall not be entitled to receive from Audubon any statutory or fringe benefits of any kind, including without being limited to those extended by Audubon to its own employees. PI declares

that PI has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

9. PI and its employees, agents or associates understands that there are possible dangers associated with performing the research, including, but not limited to, WILDFIRE, VENOMOUS/POISONOUS ANIMALS and TOXIC PLANTS, WILD and/or RABID ANIMALS and EXTREME WEATHER CONDITIONS. PI understands that conducting research as described herein may involve sustained strenuous physical activity. PI and its employees, agents or associates, affirm that all are in good health and are aware of no physical problem or condition that will limit or interfere with the ability to conduct research or put any others at risk.
10. This is the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements.
11. PI agrees to indemnify, defend, save and hold harmless Audubon from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by PI, its agents, employees or associates in the performance of its activities under this Agreement.
12. This Agreement shall not become effective unless and until its provisions have been agreed to by PI and the Agreement is duly executed by the parties hereto. An agreement to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties. The Term of Agreement may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.
13. This Agreement is entered into in the State of Texas and shall be construed in accordance with the internal substantive laws of Texas applicable to contracts to be wholly performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the State Courts of or the Federal court in the State of Texas; except that in the event either party is sued by a third party or joined in any other Court or in any forum by a third party in respect of any matter which may give rise to a claim hereunder, the parties consent to the jurisdiction of such court or forum over any claim which may be asserted therein between the parties thereto. The parties hereto irrevocably waive any objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Audubon Texas Project Manager

Date:

Alexis Baldera
Coastal Program Manager

Audubon Texas Authorized Designee

Date:

Lisa Gonzalez
Vice President & Executive Director

Principal Investigator:

Date:

Name:
Title:



EXHIBIT A

CONDUCT AGREEMENT

Facilities

1. No firearms are allowed while on/in Audubon property.
2. I will remove all research materials, including traps, nets, flags, or temporary markers, at the end of my project unless permanent designation of such markers has been approved by Audubon Project Manager.
3. I will keep my vehicle on designated roads and stay within areas designated in my proposal.
4. I will conserve water and energy and will place all recyclables in designated bins and compost in an outside compost bin.
5. I agree to abide by any additional posted rules, including but not limited to internet usage and fire response.
6. I understand that smoking is not allowed. If I choose to smoke elsewhere, I will be responsible for proper disposal of all butts, ashes, etc., and for the costs of any damage associated with my decision to smoke.

Confidentiality

1. I will not disclose the location of any rare, threatened, or endangered biota, or any archeological sites except to Audubon staff and appropriate state or federal agencies.
2. I may have access to confidential and privileged data, information, or materials obtained through my affiliation with Audubon Texas, such as ongoing or unpublished studies. I shall not divulge any such information to anyone within or outside Audubon Texas who is not entitled to receive such information or materials.
3. I will not move or remove any other researcher's materials, papers, maps, study sites, information, or any other physical markings for my own or anyone else's benefit.

I HAVE READ AND WILL COMPLY WITH THE ABOVE CONDUCT.

NAME, printed: _____

NAME, signature: _____

EMAIL: _____

DATE: _____

Approved by: Audubon Texas Name: _____ Date: _____
