

# RESEARCH PROJECT AGREEMENT

between the Olympic Foundation for Culture and Heritage (the “**Foundation**”) and ..... (the “**Institution**”), at which ..... is an employee (the “**Grant Holder**”) in relation to the *PhD Students and Early Career Academic Research Grant Programme* ..... (the “**Programme**”), which aims to promote humanities or social sciences researches on the Olympic Movement, its history and ideals, and the impact of the Olympic Games on the various aspects of contemporary society and culture, as part of the International Olympic Committee (the “**IOC**”)’s missions, roles and responsibilities, as established by the Olympic Charter.

The Grant Holder submitted an application to the Foundation for a “**Grant**” (in accordance with *Section (2)* below) under the Programme; for the research project (the “**Research Project**”) described under *Section (1)* below, to be conducted in accordance with the Schedule under *Section (4)* below by the Grant Holder; which shall be monitored by the Foundation via the “**Foundation’s Contact**”, as determined under *Section (3)* below; and which shall be governed by: (i) the terms and conditions under *Appendix A* to this Research Project Agreement (the “**Terms and Conditions**”); (ii) the *PhD Students and Early Career Academic Research Grant Programme – Objectives, Rules and Guidelines – ..... Award* under *Appendix B* to this Research Project Agreement (the “**Guidelines**”); and (iii) the completed *PhD Students and Early Career Academic Research Grant Programme - Application form - ..... Award* under *Appendix C* to this Research Project Agreement (the “**Application File**”);

For the purpose of the Agreement (as defined hereafter): (i) the Foundation and the Institution shall be individually referred to as “**Party**” and collectively referred to as “**Parties**”; (ii) the “**IOC & Affiliates**” shall be understood as the IOC and any entity or company now existing or to be created, owned or directly or indirectly controlled by the IOC (such as, without limitation, the Foundation, IOC Television & Marketing Services S.A., Olympic Channel Services S.A. and Olympic Broadcasting Services S.A.) and their respective affiliates; (iii) the Research Project Agreement together with all its Appendixes, shall be hereinafter collectively referred to as the “**Agreement**”; (iv) “**Institutional Purposes**” shall be understood as any use for the promotion of the Olympic values and the Olympic Movement, which does not (a) endorse any third-party product or service and (b) intend to generate any direct revenues for the Foundation or any other of the IOC & Affiliates; and (v) capitalised terms not otherwise defined herein shall have the meaning ascribed to them in this Agreement.

<b>1. Research Project:</b>	.....																					
<b>2. Grant Amount:</b>	.....																					
<b>3. Foundation ‘s Contact :</b>	Ms Nuria PUIG, Manager, External Relations and Academic Programmes at The Olympic Studies Centre, Olympic Foundation for Culture and Heritage, or otherwise, via any third party, as determined by the Foundation.																					
<b>4. Schedule</b>	<p><b>Start Date:</b> 1 January .....</p> <p><b>End Date:</b> 14 months after the Start Date, subject to Articles 3 and 10 of the Terms and Conditions.</p> <p>The dates of the Grant Holder’s stay at the OSC, when appropriate, will be agreed between the Grant Holder and the Foundation’s Contact.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th colspan="3" style="text-align: center;">DEADLINES</th> </tr> <tr> <th style="width: 30%;">Date</th> <th style="width: 40%;">Description</th> <th style="width: 30%;">Party</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1 January .....</td> <td style="text-align: center;">Signature of the Agreement</td> <td style="text-align: center;">Institution, Grant Holder and Foundation</td> </tr> <tr> <td style="text-align: center;">Within sixty (60) days upon receipt of the invoice fulfilling the Foundation invoicing requirements</td> <td style="text-align: center;">First payment</td> <td style="text-align: center;">Foundation</td> </tr> <tr> <td style="text-align: center;">15 June .....</td> <td style="text-align: center;">Submission of the Progress Report</td> <td style="text-align: center;">Institution and Grant Holder</td> </tr> <tr> <td style="text-align: center;">31 December .....</td> <td style="text-align: center;">Submission of the Final Research Report</td> <td style="text-align: center;">Institution and Grant Holder</td> </tr> <tr> <td style="text-align: center;">Within sixty (60) days upon receipt of the invoice fulfilling the Foundation invoicing requirements, subject to Article 3 of the Terms and Conditions</td> <td style="text-align: center;">Second payment</td> <td style="text-align: center;">Foundation</td> </tr> </tbody> </table>	DEADLINES			Date	Description	Party	1 January .....	Signature of the Agreement	Institution, Grant Holder and Foundation	Within sixty (60) days upon receipt of the invoice fulfilling the Foundation invoicing requirements	First payment	Foundation	15 June .....	Submission of the Progress Report	Institution and Grant Holder	31 December .....	Submission of the Final Research Report	Institution and Grant Holder	Within sixty (60) days upon receipt of the invoice fulfilling the Foundation invoicing requirements, subject to Article 3 of the Terms and Conditions	Second payment	Foundation
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By signing below, the Institution declares that it has read and understood all the terms and conditions applicable to this Agreement and agrees to be bound by it and to comply with any and all regulations, instructions and guidance of the Foundation.

For the **Institution**,

For the **Foundation**;

\_\_\_\_\_  
**Name**  
 Institution’s Representative

\_\_\_\_\_  
**Maria Bogner**  
 Head of The Olympic Studies Centre

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**The Grant Holder**

\_\_\_\_\_  
**Nuria Puig**  
 Manager external relations and academic programmes - OSC

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# APPENDIX A

## TERMS AND CONDITIONS

### 1. INTERPRETATION

In case of incompatibility, conflict or divergence between the contractual documents included in the Agreement, they will be interpreted and prevail according to the following principles:

- (a) First, the Research Project Agreement;
- (b) Second, the Terms and Conditions (this Appendix A);
- (c) Third, the Guidelines (Appendix B);
- (d) Fourth, the Application File (Appendix C).

### 2. PROCESS

2.1. The Institution and the Grant Holder receive instructions from, and shall report to, the Foundation's Contact.

2.2. The Institution will ensure that the Grant Holder undertakes the Research Project within the time frame described in the Schedule.

2.3. The Institution will ensure that the Grant Holder may not vary the Research Project submitted to the Programme in the Application File in any significant manner without the written consent of the Foundation.

2.4. Elements regarding the Research Project not listed in the Agreement may be added by mutual written agreement of the Parties.

### 3. GRANT

3.1. The "Grant" equals the amount determined by the Foundation under the Grant Amount, which corresponds to a percentage of the maximum grant value (**USD 6,000**), in consideration of the Funding requested under Section 3.8 of the Application File.

3.2. The Grant is intended to cover all research expenses directly related and essential to the Research Project, in accordance with the Guidelines and as described in the Application File, and as determined by the Foundation in the Grant Amount confirmed in the letter notifying the award.

3.3. Unless otherwise agreed by the Parties, all research expenses directly related to the performance of the Research Project shall be paid by the Foundation. All other costs are subject to the prior written approval of the Foundation.

3.4. The Grant will be provided in accordance with the following schedule and *pro rata* of the corresponding value:

- one half after the signature of this Agreement; and
- one half on receipt of the Final Research Report to the Foundation's satisfaction.

This schedule may be adapted on an exceptional basis if most of the expenditure related to the research is planned during the first six months of the project.

3.5. In the event that the Grant has not been fully spent once the Research Project is finished, the Foundation may:

- agree with the Institution to use the remaining funds for additional research or dissemination of the results within a deadline of maximum eighteen (18) months after the Start Date; or
- adjust the total amount of the Grant to the real expenses related to the Research Project.

3.6. The Grant also covers, if applicable, all permissions and/or licenses (including all related costs) to be obtained for, or granted to, the IOC & Affiliates according to Articles 6.2 and 6.3 hereunder.

3.7. Unless otherwise stated in the Research Project Agreement, the aforementioned Grant is inclusive of all taxes.

### 4. CONFLICT OF INTEREST

4.1. The Institution warrants that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement or in the performance of the Research Project by the Grant Holder.

4.2. If a conflict of interest arises during the term of this Agreement, the Institution will immediately notify the Foundation's Contact that such a conflict exists.

### 5. PERSONAL PERFORMANCE

The Institution shall ensure that the Grant Holder personally performs the Research Project and may not delegate or name a replacement, unless the Institution has received prior written authorisation to do so from the Foundation.

### 6. INTELLECTUAL PROPERTY RIGHTS

6.1 In direct or indirect relation to the Agreement, the Institution shall not and shall ensure that the Grant Holder does not, without the prior written consent of the Foundation, use or authorise the use of any of the Olympic Properties (as defined by the Olympic Charter), in particular, any Olympic emblem, trademark, theme, logo, mascot or other designation suggesting that they are a sponsor or supplier of the IOC or the Foundation.

6.2. The Institution warrants that, to the best of its reasonable and diligent knowledge, any product of the work related to and/or associated with the Research Project – including in particular any and all documents, texts, samples, still or moving images, etc. – which the Institution and/or the Grant Holder produce, make, devise, invent or develop within the framework of the Research Project (hereinafter the "Works") does not violate any

third-party rights, in particular intellectual property rights. In case the Works contain any third-party material, the Institution shall inform the Foundation and:

(i) confirm that the Institution and/or the Grant Holder (as applicable) has obtained any and all permissions for the use of such third-party material in the Works;

(ii) confirm that it has obtained for, or granted to, the IOC & Affiliates any and all permissions and/or licenses for the use of such third-party material (as contained in the Works) for Institutional Purposes, with such permissions and/or licenses being non-exclusive, worldwide, royalty-free and perpetual;

(iii) upon request, provide to the Foundation a copy of the written permissions and/or licences referred to in paragraphs (i) and (ii) of Article 6.2 above.

6.3. The Institution shall ensure that it and/or the Grant Holder, as applicable, will grant, to the IOC & Affiliates a non-exclusive, worldwide, royalty-free, perpetual license to use the Works for Institutional Purposes (the "Licence"); it being understood that the Licence shall not expire on termination of the Agreement.

### 7. PUBLICATION AND COMMITMENTS

7.1. The Institution shall ensure that the Grant Holder provides the Foundation with a progress report six (6) months after the Start Date (the "Progress Report"). This Progress Report will consist of a description of the project development, including an explanation of any major changes in the Research Project since submission of the Application File to the Foundation, an updated working schedule, describing the work already done, ongoing and to be done until the completion of the Research Project; the identification of any difficulties the Grant Holder faces in conducting the Research Project; and a general overview of the expenses incurred thus far (2,000 words maximum).

7.2. A final research report will be provided to the Foundation (in electronic version) no later than 12 months after the Start Date (the "Final Research Report").

7.3. The Final Research Report should include a cover sheet and a table of contents, and be presented on A4 paper, numbered consecutively, typed in Arial size 12 font and using single line spacing. It will be made up of two (2) documents, which shall comprise:

- **First document (approx. 40-60 pages):**

- An abstract (200 words maximum) and a list of key words;
- An executive summary including a short description of the research topic and objectives and highlighting the main findings,

# APPENDIX A

## TERMS AND CONDITIONS

conclusions and, if appropriate, recommendations (approx. 1,200 – 2,000 words);

- A 30-50 page (12,000-20,000 words) report, including the research subject and objectives; the academic significance of the project; the methodology applied; the key information sources consulted for the project; and the results and conclusions of the research project.

- The annexes, including any additional information of interest for the project.

If the Grant Holder's report includes quotes from interviews, a written confirmation that all the participants quoted have given their consent must be provided.

- **Second document:** a financial accounting report for all funds provided by the Olympic Studies Centre ("OSC"), which must be sent to the Foundation in a separate document (template to be provided by the OSC). The Institution shall keep for one (1) year from the End Date complete and accurate receipts for expenses and provide copies of the same to the Foundation on the Foundation's written request in such format as the Foundation may reasonably require.

7.4. The Institution shall and shall ensure that the Grant Holder will publish and/or disseminate the Project Research results in the academic world.

7.5. The Institution shall ensure that all subsequent publications or productions by the Institution or by the Grant Holder, using in whole or in part the results obtained under the auspices of the research grant, will appropriately acknowledge the Foundation, the OSC and the Programme and that the Grant Holder shares with the OSC any such publications or productions.

### 8. CONFIDENTIALITY

If the Foundation expressly designates in writing some information provided in connection with the Research Project as confidential (the "**Confidential Information**"), the Institution shall not, and shall ensure that the Grant Holder does not disclose to third parties such Confidential Information; it being understood that such obligation shall not expire on termination of the Agreement.

### 9. DATA PROTECTION

Where the Research Project includes the Processing of any Personal Data of other persons ("Data Subjects") by the Grant Holder, the Institution shall ensure that the Grant Holder Processes such Personal Data in compliance with applicable data protection laws. The Institution shall ensure that the Grant Holder undertakes to obtain the Data Subject's

permission to use his/her Personal Data as authorized herein and to provide him/her with a clear and complete information, in particular regarding the purpose of the Processing, the legal basis for the Processing, the recipients of the Personal Data (including the Foundation), the retention duration, the transfer of Personal Data and his/her rights as Data Subjects.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Process" means any operation or set of operations which is performed on personal data, whether or not by automated means, such as collection, recording, organisation, storage, alteration, retrieval, consultation, use, making available, erasure or destruction.

"Data Subject" means an identifiable natural person is one who can be identified, directly or indirectly.

### 10. TIME FRAME AND TERMINATION

10.1. The present Agreement enters into force on the Start Date and ends on the End Date, unless terminated earlier or extended as per Articles 10.2 to 10.6 hereunder or extended as mutually agreed between the Parties in accordance with Article 3.5 above

10.2. Notwithstanding the above, the Foundation may terminate the Agreement with immediate effect in case of material breach by the Institution of any of its obligations under the Agreement, which, if remediable, has not been remedied within ten (10) days upon receipt of the Foundation's written notice, or in the event that the Foundation has reasonable grounds to believe that a material breach of this Agreement has been committed or is occurring.

10.3. If the Institution forms an opinion or could reasonably be expected to have formed an opinion, that the Research Project will not be completed within the Schedule, the Institution must (a) inform the Foundation of that opinion and (b) provide a new timetable setting out the expected time frame. Upon receipt of the above notification, the Foundation may (a) agree to the new timetable or (b) terminate the Agreement with immediate effect if the Research Project is not progressing at an acceptable rate.

10.4. If, for any reason, the Grant Holder is no longer in a position to continue performing the Research Project (e.g. because he/she is no longer an employee of the Institution or for any other reason whatsoever) the Foundation may terminate the Agreement with immediate effect.

10.5. In the event of the Agreement being terminated by the Foundation as per Articles 10.2 to 10.4 above, the Institution is not entitled

to the complete Grant but shall be granted solely with a portion of the Grant *pro rata* for the Research Project actually performed until the effective end date of the Agreement.

10.6. The Institution may terminate the Agreement at any time by giving notice to the Foundation, provided that the Institution reimburses the Foundation for any amount of the Grant or expenses paid by the Foundation since the Start Date.

### 11. MISCELLANEOUS

11.1. Warranties and Representations: The Institution represents and warrants that it is free to enter into and fully perform its obligations under the Agreement and to grant rights to the Foundation as set out herein, and that the Grant Holder is free to perform the Research Project. The Institution will ensure, in any way necessary, the respect of the Agreement by the Grant Holder and that the Grant Holder carries out the Research Project in accordance with the appropriate scientific and academic standards. In particular, he/she shall comply with the ethical principles and avoid plagiarism or other similar research misconduct.

11.2. Relationship of the Parties: The Parties acknowledge and agree that the Agreement does not constitute for either Party hereto to be the agent of the other, or create a partnership, an employer-employee relationship, joint venture or similar relationship between the Parties, and neither Party shall have the power to bind the other Party in any manner whatsoever.

11.3. Entire Agreement; Waiver: This Agreement and its annexes represent the entire and integrated agreement between the Foundation and the Institution and supersedes all prior negotiations, representations or agreements, either written or oral, relating to the subject matter hereof. This Agreement may be amended only by written instrument signed by each of the parties hereto. All waivers must be in writing. No waiver by any party hereto, whether express or implied, of its rights under any provisions of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take action with respect to any breach of this Agreement or default by another party hereto shall constitute a waiver of the first party's right to enforce any provision of this Agreement.

11.4. Assignment: Neither this Agreement nor any of the Institution's rights hereunder may be assigned, subcontracted or transferred without the prior written consent of the Foundation.

## **APPENDIX A TERMS AND CONDITIONS**

### **12. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the laws of Switzerland, without reference to its conflict of laws rules. Any dispute arising from or in connection with the execution or interpretation of this Agreement or breach thereof which cannot be settled amicably, shall be submitted to the exclusive jurisdiction of the Courts of Lausanne, Switzerland.

**[End of Appendix A]**