

Climate Risk Labs Collaboration and Sponsored Research Agreement

Individual Researcher Agreement

_____ (The Lab") _____ (the "Researcher"), and Climate Risk Labs ("CRL"), enter into this Agreement by which Researcher agrees to collaborate on research and intellectual property development under the direction of a CRL Lab Coordinator and in participation of The Lab.

The Agreement shall commence on _____, (Start Date) and will last through _____, (End Date) provided the Researcher's performance meets the expectations of and standards set by The Lab and CRL Lab Coordinator, and that Researcher complies with the terms of the Climate Risk Labs Collaboration and Sponsored Research Agreement dated _____ between CRL and The Lab.

The research and intellectual property development is non-compensated, non-paid research that will benefit the Researcher directly by improving their research, technical skills, and education.

Unless explicitly pre-approved by CRL in writing, the The Lab shall be responsible for all pre-approved costs and expenses incurred by the Researcher under this Agreement, including, but not limited to, wages, scholarships, grants, fringe benefits, medical expenses, insurance, travel and living expenses. Any State, Local or Federal taxes on Researcher's stipend or benefits due shall be the direct responsibility of the Researcher and The Lab.

The Researcher will be subject to and required to observe all rules, regulations and requirements of The Lab and CRL, including but not limited to safety, health, hours of work, and conduct.

The Researcher will always continue to be the assignee and responsibility of The Lab.

The Lab will exercise administrative control and technical supervision over the Researcher's research/educational activities during the term of this Agreement.

During their work/research/academic pursuits with CRL, the Researcher will document and share any and all intellectual property with The Lab and CRL. This intellectual property may consist of unpublished results, know-how, non-patentable information, patentable or other written or orally transmitted information. The Researcher and The Lab agree that no information acquired by the Researcher during the term of this agreement will be transmitted by the Researcher, or The Lab in any form to any third party without the express approval of CRL. The Researcher will, however, report to The Lab exclusively on their personally obtained results and will report on such results only when their disclosure does not lead to acquisition of any unpublished results or other intellectual property by The Lab or any third party. All technical reports containing technical information by the Researcher to The Lab will be accompanied by an English

translation (if applicable), which will be authorized by the CRL Lab Coordinator for transmittal. No other technical information will be transmitted or disclosed by the Researcher.

In the event that discoveries result from the Researcher's efforts under this Agreement, such discoveries and any resulting know-how, patent application or patent will be the property of The Lab and CRL. Furthermore, CRL will be the owners of all intellectual property generated by the Researcher during the term of this Agreement. This will include but will not be limited to know-how, patents, original data, computer programs and records of work. Although owned by CRL, CRL agrees to make copies of information generated by Researcher discoveries available to The Lab on a confidential basis through the Researcher, to the extent permitted by law or preexisting contractual commitments to third parties and subject to Climate Risk Labs Intellectual Property Policy and Guidelines. The timing, extent and content of all publications regarding the results of the activities under this Agreement shall be at the discretion of Climate Risk Labs.

The Lab agrees that the name of Climate Risk Labs, its officers, agents and employees will not be used The Lab for purposes of advertising or endorsing The Lab, without the express written consent of CRL.

The Lab and Researcher agree to hold CRL, their officers, agents and employees, harmless from any loss, claim, damage, or liability of any kind involving The Lab, the Researcher or an agent or employee of The Lab arising out of or in connection with this Agreement, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of CRL.

This Agreement shall be governed by the laws of the State of Connecticut.

CLIMATE RISK LABS

By _____

Title _____

Date _____

THE LAB

By _____

Title _____

Date _____

RESEARCHER

By _____

Title _____

Date _____