

2021 ICMA Local Government Research Fellowship

Sample Contract General Provisions

1. Intellectual Property. The copyrights in all written materials, photographs, drawings, software, and other works subject to copyright protection created or generated under this Fellowship Letter Agreement shall be owned by the Fellow. With respect to such copyrighted works, ICMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use such copyrighted works for ICMA purposes. With respect to research data, which shall include the recorded factual material commonly accepted in the scientific community as necessary to validate research findings (but not any preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues), the FELLOW shall retain all rights in said data but shall provide timely and unrestricted access to the data to ICMA. Without limitation of the foregoing, ICMA shall have the right to (1) obtain, reproduce, publish, or otherwise use the research data first produced under this Fellowship, and (2) authorize others to receive, reproduce, publish, or otherwise use such data for ICMA's purposes.
2. Acknowledgment. All publications, including research publications, press releases, and other publications, documents or presentations specifically about the referenced research that is funded by this Fellowship Letter Agreement must include **both** the following acknowledgement and disclaimer:
 - a. "Research reported in this [publication/press release/presentation] was supported through ICMA's Local Government Research Fellowship."
 - b. "The content is solely the responsibility of the author and does not necessarily represent the official view or opinion of ICMA."
3. Indemnification. FELLOW agrees to defend, indemnify and hold harmless ICMA and its officers, directors, employees, agents, affiliates and contractors from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from the negligence or willful misconduct of FELLOW pursuant to the performance of its obligations under this Agreement. FELLOW also agrees to defend, indemnify and hold harmless ICMA from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the negligence or willful misconduct of FELLOW pursuant to the performance of this Agreement.
4. Limitation of Liability. FELLOW agrees to assume the sole responsibility for the research, including taking any necessary precautions for the protection of persons and property. ICMA and its officers, directors, employees, and agents shall not be responsible for any claims, damages, or liability arising out of the FELLOW'S research performed using funds under this Fellowship Letter Agreement. As between the Parties to this Fellowship Letter Agreement, FELLOW is solely responsible for any liabilities that may arise in connection with performance under the Fellowship Letter Agreement.
5. No Use of ICMA Name. FELLOW agrees not to use the names, logos or any other marks owned by or associated with ICMA for marketing or advertising purposes, or on any form of publicity (including in FELLOW's publicly distributed materials, on FELLOW's Web site or in any of FELLOW's other promotional materials) without the prior written consent of ICMA in each instance.
6. Termination. FELLOW has no right to cancel or terminate this Agreement. FELLOW may not make any changes to the terms of this Agreement without the written consent of ICMA. If FELLOW is unable to accommodate any of the items agreed to in this Agreement, such action constitutes a breach of

- FELLOW's obligations to ICMA and ICMA would be harmed. At such time, ICMA will be entitled to terminate this agreement and pursue all legal remedies for any damages it incurs from such action.
7. Compliance with Law. FELLOW shall be responsible for compliance with all applicable Federal, State and local law.
 8. Anti-Terrorism. U.S. Executive Orders and laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Fellow to ensure compliance with these Executive Orders and laws in its own activities.
 9. Insurance. FELLOW and ICMA shall maintain at its own expense all insurance which is reasonably necessary to cover its obligations and liabilities under this Agreement.
 10. Assignment. No portion of this Fellowship may be sub-granted, assigned, or otherwise disposed of, unless specifically authorized in writing by ICMA.
 11. Dispute Resolution. In the event of a dispute between the Parties arising out of or related to this Agreement the Parties shall set up an initial negotiation meeting to negotiate, in good faith, a settlement of the dispute. If, within thirty (30) days after such meeting, the Parties have not succeeded in settling the dispute, they shall submit the dispute to mediation in accordance with the procedures of a mutually acceptable neutral ADR provider not affiliated with either Party. If the Parties are not successful in settling the dispute within thirty (30) days after the mediation session, then the dispute shall be submitted to binding arbitration under a mutually agreed to organization not affiliated with either Party. The Parties shall share equally the cost of any mediator or ADR provider and the costs of any arbitration process in the event of any legal action or arbitration. Each Party shall be responsible for its own attorney's fees and costs associated with any mediation or arbitration. Notwithstanding the foregoing, either Party may bring an action for injunctive relief or equitable relief in any court of law.
 12. Governing Law. The validity of this Agreement and the interpretation and performance of its terms shall be governed by the substantive and procedural laws of the District of Columbia. FELLOW and ICMA expressly submits and consents to exclusive jurisdiction in the District of Columbia.
 13. Entire agreement. This Fellowship Agreement Letter supersedes any prior oral or written understanding or communications between the Parties and constitutes the only agreement between ICMA and Fellow relating to the subject matter hereof, and no representations, promises, understandings, or agreements, oral or otherwise, not herein will be of any force or effect. The nature of this Fellowship Agreement Letter is a funding agreement, and no employment, partnership, joint venture, or agency relationship is created herewith.