

# Institute for Analytical Philately, Inc.



## ALLIANCE AGREEMENT

**THIS ALLIANCE AGREEMENT** ("Agreement"), made and entered into as of this \_\_\_\_ day of \_\_\_\_, 20\_\_, by and between the **Institute for Analytical Philately, Inc.**, a Nonprofit Nevada Corporation, (hereinafter "IAP") and **Organization** (hereinafter "Org").

### Article I. General Provisions

1.1 **Business Purpose.** The purpose of this Alliance shall be to for the parties to cooperate in the management, performance and funding of philatelic research of a technical and analytical nature. Research typically considered to be of an historical, sociological or other humanity-based discipline is expressly excluded.

1.2 **Term of the Agreement.** This Alliance shall commence on the date first above written (herein after "Effective Date") and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

### Article II. General Definitions

The following comprise the general definitions of terms utilized in this Agreement:

2.1 **Researcher.** Is any person or organization which has received funding from the Org, IAP, or both, to perform a specific research project.

2.2 **Research Grant Agreement.** Is an agreement defining the work that will be performed by a Researcher under funding from either or both parties to this Agreement.

2.3 **Work Products.** Are the results of any research performed under Alliance co-funding. Such products are defined in the Research Agreement made with the Researcher. Typically these products include reports, notes, computer programs, and other materials generated during the research activity.

2.4 **Co-Funded Equipment.** Is any laboratory device purchased cooperatively by the parties to this Agreement and installed at the Org.

2.5 **Cross-Promotional Activities.** Are activities performed by either or both parties to publicize the formation of and continued operation of the Alliance.

2.6 **IAP Advisory Committee.** Is a Committee that, when so requested by the President, reviews proposals for research grants; reviews publications resulting from such grants; suggest specific areas which would benefit from research grants; and assists in identifying and soliciting possible researchers. Each Advisory Committee member is elected by and serves as liaison with the Alliance partner he or she represents. Each Advisory Committee member is expected to provide the Board with information as to how IAP's mission may be better served through cooperation with the Alliance partner that the Advisory Committee member represents, and how IAP may help in supporting the mission of the Alliance partner. While the Advisory Committee is expected to provide advice to the Board, its members have no vote in selecting or funding of research grants or any other corporate matters.

### Article III. Rights and Duties of the Alliance Members

#### 3.1 Duties under this Agreement.

(a) IAP will provide consulting services to Org on a cost-free basis to evaluate technical proposals that have been submitted to Org. Each effort shall not exceed 16 consulting hours unless preapproved by the authorized representative of IAP. (b) IAP will provide consulting services to Org on a cost-free basis to evaluate Work Products resulting from technical projects performed under Org funding. Each effort shall not exceed 16 consulting hours unless preapproved by the authorized representative of IAP. (c) The Org will allow IAP and its representatives reasonable access to Org facilities, library, expertization archive and philatelic collections for performing philatelic research activities funded by IAP, or co-funded by both parties. Such access shall be granted upon 30 days advance written notification which specifies the specific facilities being requested and for what period of

time, or at the earliest time thereafter when requested facilities may be available. In all events, scheduling will be done at the reasonable convenience of the Org. Org agrees to notify IAP in writing if any delay of access shall exceed sixty (60) days. (d) The Org may, at its option, provide similar consulting services to IAP as provided in Sections 3.1(a) and 3.1(b).

**3.2 Co-Funded Research.** The Org and IAP agree to evaluate potential research proposals and, if mutually agreeable, to co-fund their performance. In all case, funding is provided directly to the recipient by both organizations. Liaison with Researcher shall be performed by either IAP or Org by mutual agreement of IAP and the Org.

**Article IV. Intellectual Property Rights**

4.1 Each party acknowledges that it shall not acquire any Intellectual Property Rights under this Agreement in materials of the other, and all rights therein are strictly reserved. Any goodwill arising in the course of this Agreement with respect to either party shall accrue solely for the benefit of that party.

4.2 As provided in the researcher's Research Grant Agreement, both IAP and the Org shall have the non-exclusive right (but not the obligation) to publish the researcher's results (unless otherwise specified by the particular Research Grant Agreement).

**Article V. Payment of Expenses**

Any and all expenses of this Alliance Agreement and all Research activities deriving from this agreement shall be paid by the party incurring said expenses.

**Article VI. Liability and Indemnification of the Alliance Members**

The parties to this Agreement shall have no liability to the other for any loss suffered that arises out of any action or inaction if such action or inaction was taken or omitted in good faith and did not constitute negligence, breach of this Agreement, or breach of applicable law.

**Article VII. Termination**

7.1 **Methods for Termination.** Either party may terminate this Agreement: (i) without cause and for any reason, on sixty (60) days written Notice to the other party; or (ii) immediately upon giving Notice of any material breach by the other party if the nature of the breach is such that it cannot be remedied; or (iii) thirty (30) days following Notice to the other party of a material remedial breach, if the other party has not remedied such breach within that thirty-day period.

7.2 **No Liability for Termination.** The right of termination provided herein is absolute and the party terminating shall not be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to a termination in accordance with the provisions of this Section. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the termination of the business relationship.

7.3 **Continuing Obligations.** The parties agree to continue and complete any Alliance activities hereunder involving commitments by either party to any Researcher or other third party incurred prior to the date of expiration or termination and in process on such date.

7.4 **Equipment.** Upon expiration or termination of this Agreement, any co-funded equipment shall become the sole property of the Org. IAP shall execute any and all transfers of title required to grant Org clear and unencumbered title to said equipment.

**Article VIII. Notices**

All Notices required by this Agreement must be in writing, delivered in person or by means evidenced by a delivery receipt and will be effective upon receipt by the persons specified below:

David L. Herendeen  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Institute for Analytical Philately, Inc.  
\_\_\_\_\_  
5612 Blue Peak Ave  
\_\_\_\_\_  
Las Vegas, NV 89131  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Organization.  
\_\_\_\_\_  
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**Article IX. Cross-Promotional Activities**

9.1 Upon execution of this agreement, parties shall prepare and distribute one or more joint press release(s), publicizing the formation of the Alliance. Such press release(s) is subject to prior review and acceptance by both Parties.

9.2 Both parties agree that each party may, at its option, promote the existence of this Alliance in its marketing communications, newsletters, press releases and through any and all other publicity channels.

9.3 Both parties agree to add hyperlinks to their Internet Web sites that allow direct linkage to the Web Site of the other party.

9.4 Org may, at its option, nominate an individual to represent them on the IAP Advisory Committee as defined in Section 2.6. Org agrees that such appointment is subject to approval by IAP's Board of Directors.

**Article X. Miscellaneous Provisions**

10.1 **Relationship of the Parties.** This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

10.2 **Force Majeure.** Neither party is liable under this Agreement for non-performance caused by event or conditions beyond that party's control if the party makes reasonable efforts to perform.

10.3 **Validity.** In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

10.4 **Entire Agreement.** This Agreement is the entire agreement between the parties relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party

10.5 **Headings.** The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

10.6 **Applicable Law and Venue.** This Agreement shall be construed and enforced under the laws of the State of Nevada.

10.7 **Other Instruments.** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

**Institute for Analytical Philately, Inc.**  
\_\_\_\_\_

**Organization**  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_