



BROWN

**BROWN UNIVERSITY
RELEASE TIME AGREEMENT
(BROWN EMPLOYEE RELEASED TO [REDACTED])**

THIS RELEASE TIME AGREEMENT (including all exhibits hereto, the “**Agreement**”), is effective as of [REDACTED] (the “**Effective Date**”) and is between Brown University, a Rhode Island non-profit institution of higher education established by charter under the laws of the State of Rhode Island located in Providence, Rhode Island on behalf of its **Institute at Brown for Environment and Society** (“**Division**”) (collectively, “**Brown**”) and [REDACTED], a [REDACTED] with an address of [REDACTED] (hereinafter referred to as “**Client**”). Brown and Client may be referenced collectively in this Agreement as the “**Parties**” or each individually as a “**Party**.”

WITNESSETH

WHEREAS, the Parties to the Agreement intend to outline the terms and conditions relating to the provision of certain services as set forth in **Exhibit A** to this Agreement (the “**Services**”) to Client by an employee of Brown; and

WHEREAS, Client does hereby retain and engage Brown to provide, and Brown agrees to provide, the services of the Brown employee identified on **Exhibit A** (the “**Employee**”), and Client agrees to accept the Employee to provide such Services based on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in exchange of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Engagement.

1.1 Scope of Services. Client hereby leases the Employee from Brown on a leased employee basis pursuant to the terms and conditions set forth in this Agreement. Employee shall at all times remain the employee of Brown and Client’s right to provide work direction is limited to the Services. Client and Division shall mutually agree on a replacement in the event that the Employee is (i) unable to commence performance of the Services due to illness or other personal reasons or (ii) is unable to complete performance for any reason including, without limitation, if the Client determines in good faith that the Employee is not satisfactorily performing the Services required hereunder; provided that in the event that the Parties cannot agree on a replacement, this Agreement shall be deemed null and void upon ten (10) business days’ notice by either Party.

1.2 Oversight. During the times that Employee performs work for Brown, Division maintains the authority to direct and oversee the work performed by Employee. During the times that Employee performs the Services for Client, Client has the authority to direct and oversee that work performed by Employee. Client agrees that it shall report to Brown any and all personnel issues relating to Employee so that Brown may take any necessary or appropriate actions pursuant to its policies.



BROWN

2. **Term; Termination.**

2.1. The term of this Agreement (“**Term**”) shall commence on the Effective Date (as defined above) and shall continue until the earlier to occur of the following: (i) the expiration date set forth on **Exhibit A**; (ii) termination pursuant to the terms of any section of this Agreement (including, this Section); (iii) termination by either Party without cause, upon sixty (60) days' written notice to the other party; (iv) termination by either Party pursuant to a material breach by the other Party, which breach has not been cured to the non-breaching Party's satisfaction within thirty (30) days subsequent to written notice of such breach; or (v) termination by mutual agreement of the Parties.

2.2. In addition to other termination rights set forth in this Agreement, if Brown makes an assignment in favor of creditors, or enters bankruptcy or dissolution procedures, then Client may terminate this Agreement immediately without any liability, except for Client's liability for payment of Fees for Services rendered prior to termination.

3. **Payment.**

3.1. Compensation. In consideration for leasing the Employee to Client to provide the Services (including, any Work Product and deliverables relating thereto) as set forth herein, Client shall pay to Brown the fees, inclusive of any expenses agreed upon by the Parties, set forth in **Exhibit A** (the "**Fees**"). Unless otherwise agreed to by the Parties in writing, Brown shall submit to Client, in accordance with this Section 3.1 and as otherwise provided on **Exhibit A**, a statement or invoice, in reasonable detail, setting forth Fees payable for the statement or invoice period. Within forty-five (45) days after receipt of such statement or invoice, Client shall pay to Brown the undisputed Fees reflected thereon, subject to the terms and conditions set forth herein. Unless otherwise agreed to by the Parties in writing, the Parties hereby agree that all payments by Client under this Agreement shall be paid directly to Brown.

3.2. Invoices. All invoices for Fees must be sent to the Client at the address specified in **Exhibit A**.

3.3. Taxes. Client is exempt from federal taxes and from Rhode Island State Sales and Use Tax. Unless otherwise agreed by Client, the Fees for any Services under this Agreement shall not include any state or local sales, use or other taxes. Upon request, Client shall provide Brown with a copy of its tax exemption certificate.

4. **Use of Name.** Each Party retains the right, at its sole discretion, to review and approve any and all informational, promotional, or advertising materials that use such Party's name, trademarks, service marks, logos, and/or representative image(s), or that describe such Party's projects and/or define a relationship with such Party; therefore, each Party agrees to present such materials to the other Party for approval prior to their distribution or publication.

5. **Indemnification.** Brown shall be liable for its own acts and for the acts of the Employee in the performance of the Employee's duties and obligations as an employee of Brown, and Brown shall indemnify, defend, protect, and hold harmless Client, including its affiliates, directors,



BROWN

trustees, officers, employees, representatives and agents (each a “**Client Indemnitee**”, and collectively, the “**Client Indemnitees**”) from and against any and all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs sustained, incurred, or required to be paid by any of the Client Indemnitee(s) (including reasonable attorneys’ fees and costs of suit) (“**Client Indemnified Claims**”) arising out of or by reason of any act or omission of Brown or the Employee (except to the extent the Employee is performing the Services at the direction of Client in accordance with the terms of this Agreement) arising out of the duties and obligations of Brown under this Agreement.

Client shall be liable for its own acts and for the acts of the Employee while performing the Services at the direction of Client, and Client shall indemnify, defend, protect, and hold harmless Brown, including its Corporation, trustees, directors, officers, employees, representatives and agents (each a “**Brown Indemnitee**”, and collectively, the “**Brown Indemnitees**”) from and against any and all claims, losses, liabilities, damages, lawsuits, actions, proceedings, arbitrations, taxes, penalties, or interest, associated auditing and legal expenses, and other costs incurred by Brown Indemnitee(s) (including reasonable attorneys’ fees and costs of suit) (“**Brown Indemnified Claims**”) arising out of or by reason of any act or omission of the Employee while performing Services at the direction of Client under this Agreement.

6. Confidentiality.

6.1 Brown acknowledges that in connection with this Agreement and the Services provided by Brown under this Agreement, Client may provide, and Brown may acquire and make use of, certain Confidential Information (as defined hereafter) of Client relating to the provision of the Services.

6.2 “**Confidential Information**” shall mean all non-public, confidential or proprietary information provided by Client or any directors, officers, employees, representatives, or agents thereof, to Brown or its directors, officers, employees, affiliates, representatives or agents, whether provided orally or in writing (including electronic format), by electronic or any other means. Confidential Information includes, without limitation, Work Product (as defined herein) know-how, inventions, technical data or specifications, business or financial information, research and development activities, product and marketing plans, and customer and supplier information.

6.3 Confidential Information shall not include information that: (i) Brown already knows at the time it is disclosed as shown by Brown’s written records; (ii) is publicly known without breach of this Agreement; (iii) Brown received from a third party authorized to disclose it without restriction; or (iv) Brown, its agents, or subcontractors developed independently without the use of, reliance on or reference to the Confidential Information.

6.4 If Brown is required by law, regulation, or valid court or governmental agency order to disclose any Confidential Information, Brown shall first notify Client of its intent to make such a disclosure, so that Client may seek a protective order or other remedy, and Brown shall reasonably assist Client therewith. If Brown remains legally compelled to make such disclosure, it shall: (a)



BROWN

only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

6.5 Except as otherwise required by applicable law, during the Term and for a period of five (5) years thereafter, Brown shall not use such Confidential Information except to the extent necessary to perform its obligations under this Agreement, or divulge the Confidential Information to any third party, unless Client consents in writing to such use or divulgence or such disclosure is required by law (pursuant to Section 6.4 hereof). Brown shall likewise restrict its disclosure of Confidential Information to those who have an absolute need to know such Confidential Information in order for Brown to perform its obligations under this Agreement. In the event Brown receives a request or demand from a third party for the disclosure of Confidential Information, Brown shall promptly (within two (2) business days after receipt of such request or demand) provide written notice to Client of such request or demand, including a copy of any written document of such request or demand.

6.6 Brown agrees to protect and safeguard Confidential Information from and against unauthorized access, use, or disclosure in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.7 Upon expiration or termination of this Agreement, Brown shall neither take nor retain, without prior written consent from Client, any Confidential Information or copies thereof in any form or medium of any kind. Upon the expiration or termination of this Agreement or otherwise upon the request of Client, all Confidential Information received by Brown shall be promptly returned to Client or, upon request of Client, destroyed with such destruction confirmed in a form reasonably satisfactory to Client by Brown. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the Parties agree that breach of this Section 6 may cause irreparable harm and injury to Client for which money damages would be an inadequate remedy and that injunctive or other equitable relief shall be available to enforce any and all of these covenants, such relief to be without the necessity of posting a bond, cash or otherwise.

7. Intellectual Property.

7.1 Except as otherwise set forth in this Section, all items delivered or transmitted to Client in the course of Brown's performance of the Services (collectively, the "**Work Product**") have been or shall have been specially ordered or commissioned by Client and, accordingly, each is and shall be a "work made for hire" (as that term is defined in the United States Copyright Act of 1976) for Client, effective as of the moment each such item is fixed in a tangible medium, whether such item is complete. Client shall be the sole author of such Work Product and the sole owner of all rights therein. Without limiting the foregoing, Client shall have the irrevocable, worldwide right to use and exploit the Services and Work Product in any manner and to authorize third parties to exercise any of its rights.



BROWN

7.2 Notwithstanding the foregoing, the term "Work Product" shall not include any verifiably pre-existing materials, information or products of Brown including, but not limited to, software, schematics, prototypes, artwork, literature, signage, photography, videography, documentation, displays, and exhibits (collectively, "**Brown Materials**"). Brown Materials shall be owned by and shall remain the sole and exclusive property of Brown (or Brown's suppliers, as applicable) at all times.

8. **Notice.** All notices, requests, and consents required to be made or given hereunder shall be given in writing, registered mail (return receipt requested), addressed as set forth on **Exhibit A**.

9. **Independent Contractor.** Brown shall be considered to be an independent contractor of Client. Any agreement formed shall not be construed to form any relationship of agency, master-servant, employer/employee, partnership, joint venture, or association. Brown shall be wholly responsible for the Services to be provided and for the supervision of its employees (if applicable) in connection with its provision of the Services. Brown's employees are not agents or employees of Client for any purpose. Brown shall be solely responsible and liable for all salary, workers compensation payments/benefits, income tax withholding, unemployment insurance, Federal Insurance Contributions Act ("**FICA**"), and all other aspects of employment of its employees, including Employee.

10. **Force Majeure.** In the event that the performance of the obligations under this Agreement is prevented or delayed by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages or costs sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, tornado, flood, tsunami, or other natural disasters or acts of God, infectious diseases, epidemics, pandemics, endemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause beyond the control of either party.

11. **Conflict in Terms.** If a conflict exists between the terms of this Agreement and **Exhibit A**, the terms of Exhibit A shall govern.

12. **Governing Law.** The Parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Rhode Island and the Parties consent to the jurisdiction and venue of the state and federal courts of Rhode Island.

13. **No Waiver.** The failure of either Party to insist in any instance upon the strict performance of any provision of the Agreement, or to exercise any right or privilege granted to a Party under the Agreement, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

14. **Severability.** If any provision of this Agreement shall be declared void, illegal, or unenforceable, the remaining provisions of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

15. **No Unauthorized Contracts.** Brown shall not enter into contracts on behalf of Client.



BROWN

16. **Headings.** The use of headings, captions, and numbers in this Agreement are solely for convenience of identifying and indexing various provisions and shall in no event be considered otherwise in construing or interpreting any provision.
17. **Counterparts.** This Agreement may be executed in any number of counterparts, including facsimile, PDF, and other electronic copies, each of which shall be deemed an original, but all of which taken together shall constitute one single agreement between the Parties.
18. **Amendment.** This Agreement may not be amended or modified except by an instrument in writing signed by an authorized representative of each of the Parties hereto.
19. **Entire Agreement.** This Agreement, and any exhibits attached hereto and incorporated herein, including **Exhibit A**, constitute the entire agreement between the Parties. Any conflicting or additional terms/conditions shall have no force or effect.



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IN WITNESS WHEREOF, Brown and Client, through their duly authorized representatives, have hereunto executed this agreement in duplicate as provided below.

BROWN UNIVERSITY	[•]
By (signature):	By (signature):
Printed Name: Kim Cobb	Printed Name:
Title: Director, Institute at Brown for Environment and Society	Title:
Date: <i>Click here to enter date</i>	Date: <i>Click here to enter date</i>



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EXHIBIT A
to
RELEASE TIME AGREEMENT
(Brown University and [redacted])
[DATE]

Description of Services

1. **Services:** Brown shall provide the following Services (including, required deliverables (if any)) to Client in accordance with the terms and conditions of the Agreement:

Employee: [redacted], **Laboratory Manager at the Institute at Brown for Environment and Society of the Brown University**

Services: [redacted], Laboratory Manager, will conduct herbivore dietary DNA metabarcoding analyses of 384 samples provided by Your Institution. Steps taken for this analysis will include sample processing, DNA sequencing, and data delivery.

Phase 1: Procure supplies, prepare samples for analysis, and extract dietary DNA from samples. Include quality control samples in the process.

Phase 2: Perform PCR of the *trnL*-P6 marker using primers g and h, including positive and negative control samples. Prepare amplicons for sequencing on an Illumina MiSeq using the Nextera Protocol.

Phase 3: Deliver raw Illumina sequence data and publication-ready tables of results.

To generate valuable insights, [redacted], Laboratory Manager, will assist in developing the research strategy, procuring supplies, implementing protocols, managing project metadata, processing material for analysis, submitting sequencing libraries, and compiling the final data package. The final data package will include metadata and fastq DNA metabarcode files.

Achieving these goals will advance collaboration between Brown University and Your Institution in research concerning the diets of wildlife.

Under this agreement, services provided by the Kartzinel Lab are budgeted up to a value of \$20,000. This total cost includes \$8,000 for employee support (fixed rate including 29.5% fringe), up to \$11,500 for supplies and sequencing costs, and up to \$500 for computational analysis.

Contact person at Brown for the purpose of the Agreement is: **Dr. Tyler Kartzinel, Associate Professor.**

2. **Commencement and Termination Dates:** Subject to Section 2.1 of the Agreement, the Services will commence on [DATE], and terminate on [DATE]. This agreement may be renewed by mutual written agreement thereafter.



BROWN

3. **Fees:** Subject to the terms and conditions of the Agreement, in consideration of the performance of the terms of this Agreement, Client will pay Brown, in full payment for Brown’s services hereunder, a total sum not to exceed *Twenty Thousand and 00/100 Dollars (\$20,000.00)* for services and expenses. Fees charged to the Institution shall be calculated at a rate equivalent to flat rate of Employee’s salary *(\$8,000)* plus fringe benefits *(29.5%)*. Payment will be made in a manner agreed upon by Brown and Client.

Brown shall submit to Client a statement or invoice, in reasonable detail, of the Services delivered during the statement or invoice period to the following address:

4. **Work Schedule:** The performance of the Services will be completed in accordance with the following work schedule (the “Work Schedule”):

The Employee will provide Services that commence on [DATE], and terminate on [DATE] or as otherwise mutually agreed upon by Brown and Client.

Employee’s provision of Services will not exceed 10% of Employee’s full-time employment.



BROWN

5. **Notices:** All notices, requests, and consents required to be made or given hereunder shall be addressed as follows:

If to Brown:

If to Client:

Brown University	[•]
Attn: Kim Cobb	Attn:
Title: Director	Title:
Department: Institute at Brown for Environment and Society	Address:
Address: 85 Waterman Street, Providence, RI 02912	Email:
Email:	Phone:
Phone:	
Copies of legal notices to: Brown University Office of the Vice President and General Counsel Box 1913 Providence, RI 02912	Copies of legal notices to: [•]

6. **Special Conditions:** The below conditions apply to this Agreement. In accordance with Section 11 of the Agreement, the below conditions will govern in the case of any conflict between the below conditions and the terms of the Agreement.

All Services shall be rendered at Brown’s facilities in Rhode Island.