

**Research Collaboration Agreement**

(Updated April 13, 2011)

I, \_\_\_\_\_, ("Collaborator"), have read the American Camping Association, Inc., (ACA) document "Research Collaboration Process Description," which explains the proposal and review process for collaboration projects, ("Project") and I understand and agree to adhere to the following terms and conditions.

I. **Nature of Collaboration.** (Check one box.)

- Collaborator will collect, access, and/or use data owned by ACA.
- Collaborator will work with ACA to collect, access, and/or use using data owned by the Collaborator.
- Collaborator will work with ACA to access a sample of ACA camps to collect data that will be owned by the Collaborator.

II. **Proposal**

Collaborator understands that a project proposal must be submitted to ACA (via e-mail using Microsoft Word) that includes:

- a. **Project overview.** Project theoretical background, hypotheses, and methods (750 words max).
- b. **Nature of collaboration.** There are 3 common types of collaboration: (1) Collaborator collects, accesses, and/or uses data owned by ACA, (2) Collaborator works with ACA to collect, access, and/or use data owned by the Collaborator, OR (3) Collaborator will work with ACA to access a sample of ACA camps to collect data that will be owned by the Collaborator. .
- c. **Project deliverables.** (250 words max) (e.g., dissertation, manuscript for publication, report for a professional conference, field resource for camping professionals, manuscript for peer-reviewed publication). If the deliverables are unknown (for example, you know that you are going to publish in a peer-reviewed journal, but aren't sure which one) then please provide as much detail as is possible. If deliverables change, a new proposal is not required. However, ACA should be notified about the nature of the change in deliverables.
- d. **Project budget.** If funding is requested from ACA then you must detail total project amount and total requested from ACA. Note: ACA generally does not fund outside projects.
- e. Project timeline.

II. **Ownership.**

ACA understands that data that are created and owned by the Collaborator remain the sole property of the Collaborator. Collaborator understands that (a) ACA data (such as existing data sets) and (b) intellectual property (such as lists of ACA accredited or affiliated camps) remain the sole property of ACA.

If access to ACA data is being requested, then use of the requested ACA data set applies only to this Project, proposal number \_\_\_\_\_, dated \_\_\_\_\_. For any and all future projects between ACA and the Collaborator, a new Research Collaboration Agreement is required.

If access to ACA data is being requested, Collaborator grants, transfers, and assigns to ACA all worldwide right, title, and interest in and to the Project, including, without limitation, all copyright interest and the exclusive and unlimited right, throughout the world, to edit, condense, alter or translate the Project for publication or republication. These rights granted by the Collaborator to ACA under this Agreement are applicable in all media including, without limitation, print media and all electronic media, whether now known or hereafter created.

If access to lists of ACA accredited or affiliated camps is requested, then ACA grants the Collaborator one-time use only of the list of camps provided to the Collaborator for the expressed purpose identified in the proposal per this agreement (see Part II).

The Collaborator represents and warrants the following:

- a. the Collaborator is the sole Author and owner of all right, title and interest in and to the Project;
- b. the Project is original;
- c. the Project does not contain any libelous material or any material that would be injurious to a third party;
- d. there has been no prior publication, sale, assignment or transfer of the Project, any portion thereof or any rights therein;
- e. publication of the Project will not infringe upon any other person's copyright or other rights;
- f. the Collaborator has obtained all necessary permissions or waivers of rights that may be necessary for publication of the Project;
- g. the Collaborator has met the Human Subjects obligations of his/her college, university, or other employer;
- h. the Collaborator has met all required legal obligations and those requirements of her/his college, university, or employer; and
- i. the Collaborator has full right and authority to enter into this Agreement.

### **III. Authorship.**

Collaborator understands that all expected project outputs shall be owned by ACA.\* Such copyright will be designated in the following manner with date: "© 2011 American Camping Association, Inc. All rights reserved." ACA's designated research team member and the Collaborator will together make the decision regarding authorship of any expected Project outputs. In most cases, excepting master's theses and doctoral dissertations, the ACA or members of its staff or project volunteers should be acknowledged and offered the opportunity to co-author any scholarly publications.

*\* Exception includes when a manuscript is submitted to a peer-reviewed publication and the authors transfer the copyright to the journal editor as part of the author agreement. In these instances, ACA acknowledges that the journal may own the copyright. .*

### **IV. Limited License.**

ACA grants the Collaborator the following limited license. Any use of (a) ACA data (such as existing data sets) and (b) intellectual property (such as lists of ACA accredited or affiliated camps) by the Collaborator not expressly authorized herein or approved in writing by ACA prior to such use is strictly prohibited by ACA. The license granted to the Collaborator herein may be terminated by ACA at any time, upon the sole discretion of ACA.

- a. To use, free of charge, all or part of Project in future works of the Collaborator's own creation, such as books and lectures;
- b. To include a copy of Project on the Collaborator's Web page, provided that such a version is identical to the final version published by ACA and includes a link to ACA's Web page;
- c. To make a reasonable number of electronic or print copies of Project for non-commercial, personal or classroom use.

V. **Confidentiality.**

Collaborator understands that identifying information, such as names of camps, camp directors, or campers will be withheld from the Collaborator. In cases where such information is provided for research purposes, the Collaborator agrees to keep such identifying information confidential.

VI. **Acknowledgment.**

Collaborator understands that, in the case of master's theses and doctoral dissertations, the ACA or members of its staff or project volunteers may be recognized in an acknowledgment. However, if that thesis or dissertation is submitted in any form for publication, authorship—as appropriate—will be specifically assigned and copyright acknowledged."

VII. **Product Review and Deadline.**

Collaborator understands that s/he must submit drafts of Project products to ACA's designated research team member in order to determine whether data have been handled with scientific integrity and in a timely manner prior to publication or dissemination. Collaborator understands that ACA reserves the right to withhold approval of any Project product or to withhold access to data (or funding when applicable) under any circumstances. The final Product from the use of ACA data is expected no later than one year following the data access deadline.

VIII. **Data Access Deadline**

If access to ACA data is being requested, the Collaborator understands that s/he has access to ACA data for a period of no more than twelve months from the date of this Agreement. Extensions must be agreed upon by ACA and the Collaborator in writing.

\_\_\_\_\_

ACA Designated Research Team Member (PRINTED NAME/SIGNATURE)

\_\_\_\_\_

Date

\_\_\_\_\_

Collaborator (PRINTED NAME/SIGNATURE)

\_\_\_\_\_

Date

\_\_\_\_\_

Collaborator (STREET ADDRESS/ CITY, STATE, ZIP)

\_\_\_\_\_

Collaborator (EMAIL)

\_\_\_\_\_

Witness

\_\_\_\_\_

Date