

**MONTANA STATE UNIVERSITY
STANDARD RESEARCH AGREEMENT**

THIS Agreement is entered into between **KEYBOARD (sponsor)** [SPONSOR.] and MONTANA STATE UNIVERSITY [UNIVERSITY.], a state institution of higher education located at Bozeman, Montana.

RECITALS:

1. SPONSOR desires research services in accordance with the scope of work outlined within this agreement hereinafter referred to as “the research” and
2. The performance of the research is consistent, compatible and beneficial to the role and mission of UNIVERSITY; and
3. UNIVERSITY has the capability to provide for the conduct of the research; NOW THEREFORE, the parties agree as follows:

1. Scope of Work. UNIVERSITY will undertake the research program described in the research proposal attached hereto as Exhibit 1, under the direction and supervision of **KEYBOARD** (PI) principal investigator.

2. Contract Period.

A. This contract shall become effective on **KEYBOARD (start date)** and shall be completed by **KEYBOARD (end date)**, unless subsequent time extension, supplement, addition, continuation or renewal is mutually agreed upon in writing between the parties.

B. This agreement may be terminated at any time upon the written mutual consent of the parties.

C. SPONSOR may terminate this agreement for failure of the UNIVERSITY to perform any of the services, duties or conditions contained in this agreement after providing the UNIVERSITY written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period or some other period agreed upon by the parties, the termination is effective at the end of the specified period.

C. The above remedies are in addition to any other remedies provided by law or the terms of the agreement.

3. Compensation. SPONSOR agrees to pay UNIVERSITY for services performed under this agreement in the amount of **KEYBOARD (money in words)** Dollars (**\$KEYBOARD(money in #s)**) in accordance with the budget itemized in Exhibit 2.

Payments shall be made as follows:

KEYBOARD (payment schedule)

All payments shall be made to Montana State University and mailed to:
Office of Sponsored Programs, 309 Montana Hall, Bozeman, MT 59717.

4. Reporting Requirements. UNIVERSITY will provide reports on the progress of the research described in Exhibit 1 as follows:

[KEYBOARD \(report requirements\)](#)

A final report will be furnished at the completion of the contract period.

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION UNDER TITLE 27, Chapter 5, M C A.

5. Publication and Confidentiality.

A. UNIVERSITY, as a state institution of higher education, engages only in research that is compatible, consistent and beneficial to its academic role and mission. Therefore significant results of research activities must be reasonably available for publication. Before publishing, UNIVERSITY agrees to give SPONSOR a copy of any proposed publication and SPONSOR shall have 45 days to review the publication. UNIVERSITY shall consider SPONSOR.S suggested modifications; however, the decision of the UNIVERSITY as to what the publication shall contain is final.

B. UNIVERSITY agrees to take reasonable steps to keep confidential any SPONSOR proprietary information supplied to it by SPONSOR during the course of research performed by UNIVERSITY and designated in writing as .confidential,. and such information will not be included in any published material without prior written approval by SPONSOR.

6. Equipment. Special equipment purchases under the terms of this agreement become the property of UNIVERSITY unless otherwise specified herein.

7. Liability Exposure. The parties hereto understand and agree that liability of the State of Montana, MSU, its officials and employees is controlled and limited by the provisions of Title 2, Ch. 9, Montana Codes Annotated. Any provisions of this subcontract, whether or not incorporated herein by reference, will be controlled, limited and otherwise modified to limit any liability of the State of Montana and MSU to that set forth in the above cited laws.

8. Indemnification. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law, and agrees to indemnify and hold the other party harmless from any such liability. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self- insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.

9. No Warranties. UNIVERSITY makes NO WARRANTY whatsoever regarding any research outcome obtained hereunder. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of any research outcome shall be the sole responsibility of SPONSOR and/or its assigns and licensees.

10. Force Majeure. UNIVERSITY shall not be liable for any failure to perform as required by the Agreement, to the extent such failure to perform is caused by any reason beyond the UNIVERSITY'S control, or by reason of any of the following: Labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical shutdowns, material shortages, disease or similar occurrences.

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11. Dispute Resolution.

A. If any dispute arises under this agreement, the parties agree to attempt to resolve the dispute in good faith as follows:

1. First, by informal negotiation.

2. If informal negotiations fail to resolve the dispute, the parties agree to seek mediation using a mediator acceptable to both parties.

3. If mediation fails to resolve the dispute within 60 days of initial mediation session, the parties agree to submit to binding arbitration under the provisions of the Montana Uniform Arbitration Act, Title 27, Chapter 5, MCA. The arbitration shall be conducted before a single arbitrator selected by the parties. If the parties have not selected an arbitrator within 10 days of written demand for arbitration, the arbitrator shall be selected by the American Arbitration Association.

B. Any dispute regarding or arising under this subcontract will be subject to and resolved in accordance with the laws of the State of Montana.

C. It is agreed by the parties that venue for any alternative dispute resolution proceeding, to enforce or interpret this agreement will be conducted in Gallatin County, Montana.

12. Assignment. Neither party shall assign or transfer any interest in this contract without the prior written approval of the other party.

13. Patents and Inventions.

A. UNIVERSITY agrees to take appropriate steps to cause all UNIVERSITY personnel assigned to the research project to file an appropriate invention disclosure for any and all inventions and improvements conceived or reduced to practice by any of such personnel in the performance of the research set forth in the scope of work.

B. UNIVERSITY shall retain all right, title and interest in and to such inventions and improvements and all patent applications therefore which it may file at its election. Any invention disclosure shall be deemed Confidential Information of the UNIVERSITY and shall not be disclosed by SPONSOR.

C. In consideration of SPONSOR's support of the project, UNIVERSITY agrees to grant SPONSOR, at its request and upon reimbursement for patent expenses, an option to obtain a royalty-bearing license or licenses to practice such inventions and improvements upon terms acceptable to the parties. Such option and first right shall be exercisable by SPONSOR for a period of twelve (12) months after the completion of the research described in Scope of Work, above.

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D. All rights granted are subject to Public Law 96-517, Patent Rights in Inventions made with Federal Assistance (35 USC §201 et seq.).

14. Similar Research. Nothing in this Agreement shall be construed to limit the freedom of University or of its researchers who are not participants under this Agreement, from engaging in similar research made under other grants, contracts or agreements with parties other than SPONSOR.

15. Ownership of Work. The UNIVERSITY will retain right, title and interest, including the right of copyright, in all work reduced to writing or fixed in any media (including reports, articles, photographs, recordings, data, computer programs and related documentation) produced by the UNIVERSITY under this Agreement.

16. Royalty-Free Educational Uses. As to all licenses which may be granted by UNIVERSITY to SPONSOR under the terms of this agreement, UNIVERSITY retains a perpetual royalty-free non-exclusive right to practice the licensed patents and to use the licensed information for research, testing, and educational purposes of the UNIVERSITY.

17. Use of University Name. SPONSOR will not include the name, logo or identifying marks of UNIVERSITY or any of its employees in any advertising, sales promotion or other publicity matter without the prior written approval of same.

18. Relationship of Parties. UNIVERSITY performs the services required under this agreement as an independent contractor. Under no circumstance shall UNIVERSITY or its personnel be considered an employee or agent of SPONSOR. This agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

The parties hereto have executed this agreement on the date set forth below by their duly authorized representatives.

UNIVERSITY:
MONTANA STATE UNIVERSITY

By: _____

Title: _____

Date: _____

SPONSOR:
KEYBOARD (Sponsor in all caps)

By: _____

Title: _____

Date: _____

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