**MONTANA STATE UNIVERSITY**

**STANDARD RESEARCH AGREEMENT**

This Research Agreement (the “Agreement”) is entered into on Click here to enter text., Click here to enter text. (the “Effective Date”), by and between Insert Sponsor Name, a Insert state of incorporation or other organization and Business Entity—e.g., corporation, partnership, LLC, with its principal place of business located at Insert full address, [“Sponsor”] and Montana State University [“MSU”], a state institution of higher education located in Bozeman, Montana [collectively, “the Parties”]. The Parties agree as follows:

1. **RECITALS**
	1. MSU seeks to inspire engagement with the university to improve the human prospect through excellence in education, research, creativity and civic responsibility.
	2. Sponsor desires to support research activities in accordance with the scope of work outlined within this Agreement, hereinafter referred to as “the Research”.
	3. MSU carries out scientific research through its faculty, staff, and students, and is committed to making the results of that research available for public use and benefit.
	4. The performance of the Research is consistent, compatible and beneficial to the role and mission of MSU.
	5. MSU has the capability to provide for the conduct of the Research.
2. **SCOPE OF WORK**

MSU will undertake the Research described in the proposal attached hereto as Attachment A, “Scope of Work”, under the direction and supervision of principal investigator (“PI”) Insert Name.

1. **RESEARCH SUPPORT**
	1. Sponsor agrees to provide financial support to MSU for Research performed under this Agreement in the amount of Insert Dollar Amount Dollars ($xx.  ).
	2. Payments shall be made as follows: Fifty percent (50%) of the project cost will be invoiced upon execution of the Agreement, due in thirty days to MSU in order to continue work. When the account becomes cash balance negative, the next twenty-five percent (25%) of the project cost will be invoiced. When the account again becomes cash balance negative, the final twenty- five percent (25%) of the project cost will be invoiced.
	3. Notices, invoices, communications and payments shall be submitted accordingly via the contact information attached hereto as Attachments B and C.
	4. Equipment and supplies purchased under the terms of this Agreement become the property of MSU unless otherwise specified herein.”.
2. **PROGRESS REPORT REQUIREMENTS**

MSU will provide reports on the progress of the Research described in Attachment A as follows:

Insert report requirements

A final report will be furnished at the completion of the Agreement.

1. **ACCESS TO RECORDS**

All records pertaining to this Agreement must be retained by the Sponsor for a period of three (3) years following the end or termination of this Agreement. If any litigation, claim, or audit pertaining to this Agreement is started before the expiration of this retention period, the records must be retained and available for access until such litigation, claim, or audit findings have been resolved.

1. **CONFIDENTIALITY & RIGHT TO PUBLISH**
	1. By virtue of this Agreement, the Parties may gain access to information that is confidential to one another (“Confidential Information”). The Parties agree to disclose only information that is required for the performance of obligations under this Agreement. A disclosing party’s Confidential Information shall not include information that: (i) is not designated in writing as confidential at the time of disclosure; (ii) was in the other party’s lawful possession prior to the disclosure; (iii) is independently developed by employees of the other party without use or reference to the disclosing party’s confidential information; (iv) is or becomes publicly available (with no obligation of confidentiality) through no act or omission of the other party; or (v) is made known to a party by a third party who has a legal right to do so. Except as otherwise required by law, for a period of one (1) year following the end date or termination date of this Agreement, the Parties agree to take reasonable steps to prevent disclosure of Confidential Information supplied to it by the other party.
	2. MSU, 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. MSU shall submit any proposed manuscript to Sponsor thirty (30) days prior to submission for publication, and any proposed abstract, presentation slides or poster to Sponsor seven (7) days prior to submission for publication. If Sponsor identifies any Confidential Information within the proposed publication, Sponsor shall notify MSU and specifically identify the Confidential Information, whereupon MSU shall edit the proposed publication to remove any such Confidential Information. If Sponsor identifies any potentially patentable subject matter, Sponsor shall notify MSU and specifically identify the potentially patentable subject matter in order to allow MSU to take reasonable action to preserve and protect such potentially patentable subject matter. MSU shall consider any additional modifications suggested by Sponsor; however, except as otherwise provided in this subsection 6.2, MSU shall retain final authority as to the content of any proposed publication.
2. **PATENTS AND INVENTIONS**
	1. Sponsor Inventions. Sponsor shall own all rights and title to inventions and improvements created solely by Sponsor and without use of MSU resources under this Agreement.
	2. MSU Inventions. MSU shall own all rights and title to inventions and improvements created solely by MSU employees. Any invention disclosure shall be deemed Confidential Information of MSU and shall not be disclosed by Sponsor.
	3. Joint Inventions. MSU and Sponsor shall jointly own all rights and title to inventions and improvements made jointly by MSU and Sponsor pursuant to this Agreement.
	4. MSU agrees to take reasonable steps to cause all MSU 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.
	5. In consideration of Sponsor’s support of the Research defined in Section 2 above and upon reimbursement for all reasonable costs associated with the filing and maintenance of patent protection for any applicable MSU inventions and improvements, MSU agrees to grant Sponsor an option to negotiate a royalty-bearing license to practice such MSU inventions and improvements developed pursuant to this Agreement (or for jointly owned inventions and improvements, a royalty-bearing license to cover MSU’s interest therein). Such option shall be exercisable by Sponsor for a period of six (6) months after disclosure of said inventions and improvements, unless said option is otherwise declined by the Sponsor in writing.
	6. Neither party may invoke 35 USC §102(c) with respect to any invention made as a result of activities undertaken within the scope of this Agreement without the prior written consent of the other party.
	7. All rights granted are subject to Public Law 96-517, Patent Rights in Inventions made with Federal Assistance (35 USC §201 et seq.).
3. **RETAINED RESEARCH AND INTELLECTUAL PROPERTY RIGHTS**
	1. Similar Research. Nothing in this Agreement shall be construed to limit the freedom of MSU 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.
	2. Ownership of Copyrightable Works. MSU 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 MSU under this Agreement.
	3. Royalty-Free Educational Uses. As to all licenses which may be granted by MSU to Sponsor under the terms of this Agreement, MSU retains for itself and other not-for-profit institutions 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 MSU.
4. **LIMITATION OF LIABILITY**
	1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES. MSU’S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY RECEIVED FROM SPONSOR IN SUPPORT OF THE RESEARCH CONTEMPLATED UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; HOWEVER, IN NO EVENT SHALL MSU’S LIABILITY EXCEED ANY LIMIT PROVIDED UNDER APPLICABLE MONTANA LAW.

1. **WARRANTY**

ANY AND ALL DATA, MATERIALS, TECHNOLOGY, INVENTIONS, DISCOVERIES, AND TANGIBLE RESEARCH PRODUCTS DEVELOPED BY MSU PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” AND MSU MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. 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 ASSIGNEES AND LICENSEES.

1. **INDEMNIFICATION**

Sponsor agrees to be responsible and assume liability for its own wrongful or negligent acts of omission, or those of its officers, agents, or employees to the full extent required by law. MSU shall be liable for the wrongful or negligent acts and omissions of its employees, officers, and agents, when acting within the scope of their employment, to the extent permitted under the Montana Tort Claims Act (Mont. Code Ann. § 2-9-108). Nothing in this Agreement, however, shall be construed as an express or implied waiver by MSU of any applicable governmental or sovereign immunity, as an express or implied acceptance by MSU of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of any liabilities allowable under applicable state law, as a pledge of the full faith and credit of any state, or as the assumption by MSU of a debt, contract or liability of MSU in violation of applicable law.  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.

* 1. Sponsor hereby agrees to save, defend, indemnify and hold harmless MSU and its employees, students, agents and their respective successors, heirs and assignees (the “Indemnified Parties”) from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expenses and attorneys’ fees to which any of the Indemnified Parties may become subject as a result of any third party claim, demand, action or proceeding that use of any of the materials provided by Sponsor infringes or violates any patent, copyright, trademark or other intellectual property rights of any third party.
	2. The Indemnified Party shall promptly notify Sponsor of any claim subject to the foregoing indemnification provisions upon learning of such claim. Sponsor shall have the right to defend any such claim, at its cost and expense. Sponsor shall not settle or compromise any such claim or action in a manner that imposes any restrictions or obligations on any Indemnified Party without such Indemnified Party’s written consent, which consent shall not be unreasonably withheld. If Sponsor fails or declines to assume the defense of any such claim within 30 days after notice thereof, the Indemnified Party may assume the defense of such claim for the account and at the risk of Sponsor; provided, however, that the Indemnified Party shall not settle or compromise any such claim or action in a manner that imposes any restrictions or obligations on Sponsor other than payment of money without Sponsor’s written consent, which consent shall not be unreasonably withheld. The indemnification rights of the Indemnified Parties contained herein are in addition to all other rights which such Indemnified Parties may have at law or in equity or otherwise.
1. **USE OF NAMES AND MARKS**

Neither MSU nor Sponsor shall use the other party’s name or insignia, or any adaptation thereof, or the name of any of the other party’s officers, employees, students, or board members in publicity or in any advertising, promotional or sales literature, including without limitation press releases, without the prior written approval of the other party.

1. **COMPLIANCE WITH LAWS AND EXPORT RESTRICTIONS**

Sponsor agrees to abide by all applicable federal, state, and local laws and regulations, including but not limited to those applicable to performance of its obligations under this Agreement. Furthermore, it is understood that this Agreement may be subject to the export laws and regulations of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). If the agreement is subject to export control regulations, the Parties, by signing this Agreement, assure that they will not export or re-export, directly or indirectly, U.S. export controlled technical data received from either party hereunder, or direct products of such technical data, to restricted country groups without obtaining proper export authorization such as an export license. Sponsor further agrees to indemnify and hold harmless MSU, its officers, employees and agents against any liability resulting from Sponsor’s failure to comply with any applicable laws, rules and regulations. This provision will remain binding on the Parties after termination of this Agreement.

1. **ASSIGNMENTS**

Without the prior written approval of MSU in each instance, which approval shall not be unreasonably withheld, neither this Agreement nor the rights granted hereunder shall be transferred or assigned in whole or in part by Sponsor to any party, whether voluntarily or involuntarily, by operation of law or otherwise. Any assignment in violation of this Agreement shall be null and void. This Agreement shall be binding upon the respective successors, legal representatives and assignees of MSU and Sponsor.

1. **TERM, TERMINATION, AND SURVIVAL**
	1. Unless otherwise extended or renewed by the mutual written agreement of the Parties, the Scope of Work contemplated herein shall be completed by, and this Agreement shall end upon, Insert End Date.
	2. This Agreement may be terminated as follows:
2. at any time upon the written mutual consent of the parties;
3. by either party for failure of the other party to cure a breach of this Agreement within ten (10) days after having received written notice of the breach; or
4. by MSU for any reason upon thirty (30) days prior written notice to Sponsor.

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* 1. Provisions which survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, and others which by their nature are intended to survive.
1. **FORCE MAJEURE**

MSU 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 MSU’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; government or court orders, guidelines, regulations, or actions related to communicable diseases, epidemics, pandemics, or other dangers to public or similar occurrences.

1. **OTHER TERMS**
	1. The interpretation and application of the provisions of this Agreement shall be governed by the laws of the State of Montana. The Parties agree that, in the event of arbitration or related legal dispute concerning this Agreement, exclusive jurisdiction and venue shall be in the state and federal courts of the State of Montana.
	2. This Agreement constitutes the entire understanding between the Parties and neither party shall be obligated by any condition or representation other than those expressly stated herein or as may be subsequently agreed to by the Parties hereto in writing. Should a court of competent jurisdiction hold any provision of this Agreement to be invalid, illegal, or unenforceable, and such holding is not reversed on appeal, it shall be considered severed from this Agreement. All other provisions, rights, and obligations shall continue without regard to the severed provision, provided that the remaining provisions of this Agreement are in accordance with the intention of the Parties.
	3. No waiver by MSU of any breach or default of this Agreement’s terms shall be deemed a waiver as to any subsequent and/or similar breach or default.
	4. Nothing herein shall be deemed to establish a relationship of principal and agent between MSU and Sponsor, nor any of their agents or employees, nor shall this Agreement be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure of the other party. Nothing in this Agreement, express, implied or otherwise, is intended to confer on any person other than the Parties hereto or their permitted assigns, any benefits, rights or remedies.
	5. This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument.
	6. In the event of a dispute between the Parties under this Agreement, the Parties agree to cooperate in good faith to resolve the dispute as follows:
	7. first, by informal negotiation;
	8. if informal negotiation fails, then the Parties agree to seek mediation using a mediator acceptable to the Parties;
	9. if mediation fails to resolve the dispute within sixty (60) days of the initial mediation session, the Parties agree to submit to binding arbitration pursuant to applicable state or federal law. The arbitration shall be conducted before a single arbitrator selected by the Parties. If the Parties have not selected an arbitrator within ten (10) days of written demand for arbitration, the arbitrator shall be selected by the American Arbitration Association.

The Parties further agree that a breach of this Agreement may cause irreparable harm and that money damages may be insufficient, and as such, nothing in this subsection 17.6 shall be deemed to limit a party’s right to seek equitable relief including without limitation injunctive relief.

1. **SPECIAL CONDITIONS – FEDERAL FUNDING**

Is this a Federally funded project?: [ ]  YES [ ]  NO

If YES, then the following conditions apply:

Whereas the Sponsor has been awarded Federal funds from insert agency name identified as insert agency award identifier, insert CFDA number, therefore in consideration of the mutual premises contained, the parties agree that this Agreement will be performed in accordance with the general conditions and Prime Award conditions (herein referred to as special conditions) as contained in Attachment D.

The attached special conditions apply to this Agreement and in the case of any conflict between the general conditions and special conditions, the latter will prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**Montana State University**

Signature:

By: Dr. Jason R. Carter

Title: VP of Economic Development and

Graduate Education

Date:

**Business Name:**

Signature:

By:

Title:

Date:

ATTACHMENT A

SCOPE OF WORK

**ATTACHMENT B: SPONSOR CONTACTS**

**Institution/Organization**

Name

Address

City, State, Zip

*Authorized Official*

Name

Telephone

Email

**Administrative Contact – Agreement Terms**

Name

Address

City, State, Zip

Telephone

Email

**Principal Investigator**

Name

Address

City, State, Zip

Telephone

Email

**Financial Contact – Invoices**

Name

Address

City State Zip

Telephone

Email

**ATTACHMENT C: MONTANA STATE UNIVERSITY CONTACTS**

**Institution/Organization**

Name Montana State University

Address Office of Sponsored Programs, 309 Montana Hall, PO Box 172470

City, State, Zip Bozeman, MT 59717-270

*Authorized Official*

Name

Telephone

Email

**Administrative Contact – Agreement Terms**

Name

Address

City, State, Zip

Telephone

Email

**Principal Investigator**

Name

Address

City, State, Zip

Telephone

Email

**Financial Contact – Invoices**

Name

Address

City State Zip

Telephone

Email

ATTACHMENT D

SPECIAL CONDITIONS

(attach prime award in its entirety)