I. **PARTIES TO THE AGREEMENT**

___________, hereafter referred to as ("SPONSOR"), and North Dakota State University of Agriculture and Applied Science, hereafter referred to as ("NDSU"), hereby agree to enter into a research funding agreement subject to the conditions of this Agreement on ("Effective Date").

II. **TERM**

The term of this Agreement is from the Effective date to ________________.

III. **COOPERATIVE RESEARCH AGREEMENT**

A. This Agreement shall incorporate the research proposal approved by SPONSOR, including detailed research objectives, methodologies, budget, and benefits to the North Dakota citizens/producers except as otherwise modified herein.

B. NDSU through the North Dakota Agricultural Experiment Station ("NDAES") and/or the NDSU Extension Service ("NDSUEXT") agrees to conduct research in support of the project entitled:

C. The objectives of this project are: ___________ (alternatively listed in Exhibit A.)

D. The Principal Investigator(s) for this project will be:

E. NDSU acknowledges that SPONSOR is hereby providing funds for supporting ___________ research under the provisions set forth in the North Dakota Century Code (if applicable.)

IV. **FINANCIAL RESPONSIBILITY**

A. For this investigation, SPONSOR shall pay NDSU the fixed sum of $__________ according to the following schedule:

B. Disbursement of research funds will be made in accordance with the fiscal policies in force at NDSU at the time of disbursement, which may be amended or changed from time to time at the sole discretion of NDSU.

C. Funds shall be expended in accordance with the approved budget. SPONSOR must provide written approval prior to transfers between restricted categories. Restricted categories, if applicable, shall include: ____________________________.

D. NDSU shall maintain adequate records of the receipt and expenditure of all funds contributed under this Agreement by approved budget categories. All such records will be available upon request to representatives of SPONSOR for inspection and/or audit during each annual period covered by the term of this Agreement, and for a period of three (3) years after termination. NDSU and all subcontractors shall receive reasonable notice of audits, and such audits shall be conducted during normal business hours.
V. **TERMS AND CONDITIONS FOR CONDUCT OF PROJECT**

A. NDSU shall have complete direction of the approved project/research and other activities associated with the efficient conduct of the project/research. The proposed project/research shall be conducted under the direct supervision of the Principal Investigator(s) who will be accountable to NDSU.

B. Title to all equipment purchased by NDSU with funds provided by SPONSOR pursuant to this Agreement shall become and remain the property of NDSU.

C. The Principal Investigator(s) shall provide a written progress report and final report.

D. The Principal Investigator(s) and/or NDSU shall have the right to publish results of this investigation in any publication. Copies of all such manuscripts shall be provided to SPONSOR at least sixty (60) days prior to submission for publication. NDSU shall have final authority over the content and journal(s) of publication.

E. SPONSOR may issue reports to its directors and supporters on the progress of the research, but such report shall not include any information deemed confidential by NDSU unless each director or supporter has signed a nondisclosure agreement.

F. The Principal Investigator(s), NDSU, and SPONSOR shall provide proper credit to each other for the cooperative nature of the research. The Principal Investigator(s) shall, whenever possible, give credit to SPONSOR during oral presentations, interviews, in press releases and published reports.

G. No commercial brands or trade names shall appear in the publication of the project results, except if such brands or trade names are essential in the description of the research. SPONSOR, will not, under any circumstances, use the name, trademark, or likeness of NDSU, NDSUEXT, or NDAES as an endorsement in any advertisement or publicity whether with reference to this Agreement or any other matter. In the case of Discoveries that are licensed or publicly disclosed, SPONSOR may make use of statements that such Discoveries are licensed and/or were developed by NDSU, NDAES, or NDSUEXT.

VI. **INTELLECTUAL PROPERTY**

A. NDSU and SPONSOR agree that the allocation of all rights and interests relating to copyrights or patents resulting from research conducted pursuant to this Agreement shall be determined as follows:

1. NDSU and SPONSOR agree that information, processes, or inventions (hereafter referred to as "Discoveries") that could be protected by patents or copyrights may be developed as a result of this Agreement. "Discoveries" does not include plant varieties, cultivars, or germplasm.

2. Any patents or copyrights resulting from Discoveries developed as a result of this Cooperative Agreement shall become the property of NDSU.
3. In the event that the Discovery or Discoveries is/are patented by NDSU, all revenues or benefits of any form derived from such license shall be retained by NDSU or its assignee and disbursed according to NDSU policy.

4. NDSU reserves the right to assign ownership of Discoveries to the NDSU Research Foundation which may protect and license such Discoveries on behalf of NDSU.

B. Varieties, germplasm, and/or cultivars will be solely owned by NDSU and all revenues or benefits of any form derived from such varieties, germplasm, and/or cultivars shall be retained by NDSU or its assignee and disbursed according to NDSU policy. NDSU through NDAES reserves the right to make all decisions regarding the release of cultivars as named varieties. NDSU's policy is to publicly release varieties in the United States. NDSU will continue to publicly release varieties and will notify SPONSOR if it were to change this policy on the release of varieties in the United States. NDSU does not grant to SPONSOR any rights to varieties, germplasm, and/or cultivars. NDSU or its assignee shall notify SPONSOR of any plans to license varieties, germplasm, and/or cultivars in the United States and, if applicable, in foreign countries. The parties agree that varieties, germplasm, and/or cultivars may be developed as a result of funding from multiple sources.

C. Notwithstanding anything contained herein, directly or by implication, no licenses or options are granted to SPONSOR by this Agreement.

VII. MISCELLANEOUS PROVISIONS

A. The NDSU relationship to SPONSOR in the performance of this Agreement is that of an independent contractor.

B. NDSU’s tort liability is governed by the North Dakota Tort Claims Act N.D.C.C. ch. 32-12.2. Nothing herein shall preclude NDSU from asserting against any party any defenses to liability it may have under North Dakota law nor is anything herein intended to extend NDSU’s liability beyond that provided by N.D.C.C. ch. 32-12.2.

C. Termination
1. This Agreement may be terminated at any time upon the written mutual consent of the parties. Either party may terminate or suspend performance of this Agreement for failure of the other party to perform any of the services, duties or conditions contained in this Agreement after giving the other party 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, the termination is effective at the end of the specified period.
D. This Agreement shall be construed and enforced in accordance with the laws of the State of North Dakota.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements and understandings between the parties (whether written or oral) relating thereto. No modification shall be effective unless made in writing and signed by a duly authorized representative of each party.

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<tr>
<th>North Dakota State University</th>
<th>Date</th>
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<tbody>
<tr>
<td>Principal Investigator</td>
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<tr>
<td>Dept. Chair/Research Extension Center Director</td>
<td>Date</td>
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<tr>
<td>North Dakota Agricultural Experiment Station</td>
<td>Date</td>
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<tr>
<td>Authorized Organizational Representative</td>
<td>Date</td>
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<td><strong>Sponsor</strong></td>
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<td>Authorized Representative</td>
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