ARTICLE 1 – PARTIES

1.1 THIS AGREEMENT is made and entered into by and between Washington State University, an institution of higher education and an agency of the state of Washington, hereinafter referred to as “University,” and _________________________________, hereinafter referred to as “Sponsor.” In this Agreement, the above entities are jointly referred to as Parties.

ARTICLE 2 – PURPOSE

2.1 The Scope of Work contemplated by this Agreement is of mutual interest and benefit to University and Sponsor.

2.2 The performance of this Agreement is consistent, compatible and beneficial to the academic role and mission of University as an institution of higher education.

In consideration of the mutual premises and covenants contained herein, the Parties hereto agree to the following terms and conditions.

ARTICLE 3 – DEFINITIONS

3.1 “Budget” shall mean the Project Budget contained in Attachment B–Budget, which is hereby incorporated by reference.

3.2 “Project Director(s)” shall be ________________________________.

3.3 “Sponsor Liaison” shall be [name], a Sponsor [employee, agent, contractor] designated by Sponsor to be the primary contact with the Project Director.

3.4 “Scope of Work” shall mean the activities described in Attachment A–Scope of Work which is hereby incorporated by reference, and that is under the direction of the Project Director(s).

ARTICLE 4 – SCOPE OF WORK

4.1 Scope of Work. University agrees to perform the activities entitled “_________________________” as described in Attachment A–Scope of Work.

4.2 University agrees to use its reasonable best efforts to perform the Scope of Work. Sponsor acknowledges that this Agreement is for the effort described in Attachment A–Scope of Work and that University does not represent or guarantee that the desired results will be obtained under this Agreement.

4.3 Reporting Requirements.

4.3.1 Progress Reports. University shall provide written reports on the progress of the Scope of Work as follows: [Insert frequency of progress reports, i.e., no progress reports shall be provided, or shall be provided monthly or quarterly or semi-annually].

4.3.2 Final Report. A final written report shall be furnished at the completion of the Contract Term.
ARTICLE 5 – CONTRACT TERM

5.1 This Agreement shall become effective on ___________ and shall be completed on ___________ unless a time extension is mutually agreed upon in writing between the Parties in accordance with Article 18–Amendments.

ARTICLE 6 – PAYMENT TERMS

6.1 Total Costs. Sponsor agrees to reimburse University for services performed under this Agreement in the amount of $__________ in accordance with the following payment schedule:

[Insert Payment Schedule]

6.2 Project Budget. Attachment B–Budget sets forth the Project Budget. Deviations from this Project Budget may be made to and from any expenditure object within the University system as long as such deviation is reasonable and necessary in the pursuit of the Scope of Work. The total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the Parties.

6.3 Invoices. Periodic invoices will be provided, not more often than monthly, using the standard University invoice. Payments are due to University within forty-five (45) days from the University invoice date. Checks should be made payable to Washington State University and sent to: Controller’s Office, Attn: Sponsored Projects Finance Office, Washington State University, Pullman, WA 99164-1025.

6.4 The balance of any amounts which remain unpaid more than thirty (30) days after they are due to the University shall accrue interest at the rate of the lesser of one and one-half percent (1.5%) per month or the maximum allowed under applicable law. However, in no event shall this interest provision be construed as a grant of permission for any payment delays.

ARTICLE 7 – EQUIPMENT

7.1 University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

ARTICLE 8 – KEY PERSONNEL

8.1 The Project Director may select and supervise other project staff as needed. No other person will be substituted for the Project Director except with Sponsor’s approval. Sponsor may exercise Termination for Convenience provisions of this Agreement if a satisfactory substitute is not identified.

ARTICLE 9 – CONTROL OF SCOPE OF WORK

9.1 Control of Scope of Work rests entirely with University. However, the Parties agree that University, through its Project Director, shall maintain communication with a designated liaison for Sponsor. University’s Project Director and Sponsor’s Liaison shall mutually define the frequency and nature of these communications.

ARTICLE 10 – [RESERVED]

ARTICLE 11 – PUBLICATION

11.1 University reserves the right to publish or permit to be published by University employees the results of Project activities undertaken by University employees. To prevent untimely disclosure or exploitation of Sponsor Confidential Information, University shall provide Sponsor Liaison with a copy of any proposed publication resulting from the Project at least thirty (30) days prior to
 submission for publication. Sponsor shall have thirty (30) days (the "Pre-publication Review Period")
from receipt of the draft to review the proposed publication. If Sponsor determines that Sponsor
Confidential Information is included in the proposed publication, University will at Sponsor's request
remove such Sponsor Confidential Information prior to submission for publication. If the proposed
draft publication contains Sponsor Confidential Information, the Sponsor may request that
University’s submission of the draft for publication be delayed for up to sixty (60) days beyond the
end of the Pre-publication Review Period. If Sponsor seeks to delay publication, Sponsor shall make
such request in writing prior to the expiration of the Pre-publication Review Period together with
identification of the information or materials of concern and reasons why delay is warranted.
University may delay publication by ninety (90) days to allow University or Sponsor, as the case may
be, to seek patent protection.

ARTICLE 12 – PUBLICITY

12.1 Sponsor shall not include the name of Washington State University, Washington State University
Research Foundation or any of either entity’s Trademarks in any advertising, sales promotion, or other
publicity matter without prior written approval of the President of the University or his or her
designee.

ARTICLE 13 – TERMINATION

13.1 Termination for Convenience. This Agreement may be terminated by either party hereto upon written
notice delivered to the other party at least thirty (30) days prior to the intended date of termination.
By such termination, neither party may nullify obligations already incurred prior to the date of
termination. In the event of Termination for Convenience of this Agreement by Sponsor, Sponsor
shall pay all reasonable costs and non-cancelable obligations incurred by University as of the date of
termination.

13.2 Termination for Cause. In the event either party shall commit any material breach of or default in any
terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty
(60) days after receipt of written notice thereof, the non-breaching party may, at its option and in
addition to any other remedies which it may have at law or in equity, terminate this Agreement by
sending notice of termination in writing to the other party to that effect. Termination shall be effective
as of the day of receipt of such notice.

13.3 Termination of this Agreement shall not relieve either party of any obligations incurred prior to the
date of termination including, but not limited to, any obligation of the Sponsor to pay the option fee
set forth in Article 16.

ARTICLE 14 – DISPUTE RESOLUTION

14.1 Except as otherwise provided in this Agreement, when a dispute arises between the Parties and it
cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A
request for a DRP must be in writing, state the disputed issues(s), state the relative positions of the
Parties and be sent to all Parties. Parties must provide a response within thirty (30) days unless the
Parties mutually agree to an extension of time. Each party shall designate a representative. The
representatives shall mutually select an additional member. The DRP shall evaluate the facts,
Agreement terms, and applicable statutes and rules and make a determination by majority vote. The
decision is binding on the Parties.

14.2 Nothing in this Agreement shall be construed to limit the Parties’ choice of a mutually acceptable
dispute resolution method in addition to the dispute resolution procedure outlined above.
ARTICLE 15 – DISCLAIMER

UNIVERSITY MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT.

ARTICLE 16 – [RESERVED]

ARTICLE 17 – INDEMNITY

17.1 Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. Sponsor shall fully indemnify and hold harmless University against all claims arising out of Sponsor’s use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the Scope of Work.

ARTICLE 18 – AMENDMENTS

18.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.

ARTICLE 19 – ASSIGNMENT

19.1 The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

19.2 Notwithstanding the foregoing, and consistent with University policy, Sponsor agrees that University may assign any Inventions, Copyrights, or Trademarks developed under this Agreement to the Washington State University Research Foundation.

ARTICLE 20 – NOTICES

20.1 Any notice or communication required or permitted under this Agreement shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice:

University:
Name/Title: ________________________________ Phone: ________________________________
Address: ________________________________ Fax: ________________________________
Address: ________________________________ E-mail: ________________________________
City/State/Zip: ________________________________

Sponsor:
Name/Title: ________________________________ Phone: ________________________________
Address: ________________________________ Fax: ________________________________
Address: ________________________________ E-mail: ________________________________
City/State/Zip: ________________________________

ARTICLE 21 – GOVERNING LAW

21.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court of Whitman County.

Research Agreement - page 4 of 7
ARTICLE 22 – SEVERABILITY

22.1 If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

ARTICLE 23 – ORDER OF PRECEDENCE

23.1 In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable statutes and regulations;
2. Terms and Conditions contained in the basic Agreement;
3. Attachment A–Scope of Work;
4. Attachment B–Budget;
5. Any other attachments; and
6. Any other provisions incorporated by reference or otherwise into this Agreement.

ARTICLE 24 – ALL WRITINGS CONTAINED HEREIN

24.1 This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR

Name: _________________________________________ Name: ___________________________
Title: _________________________________________ Title: ___________________________
Date: ____________________________ Date: ____________________________
ATTACHMENT A – SCOPE OF WORK

OGRD # __________
(See Article __)

Description:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$____________</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$____________</td>
</tr>
<tr>
<td>Travel</td>
<td>$____________</td>
</tr>
<tr>
<td>Supplies/Services</td>
<td>$____________</td>
</tr>
<tr>
<td>Equipment</td>
<td>$____________</td>
</tr>
<tr>
<td>Subcontracts</td>
<td>$____________</td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td>$____________</td>
</tr>
<tr>
<td><strong>Total Direct Costs</strong></td>
<td>$___________</td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>$____________</td>
</tr>
<tr>
<td>[<em><strong>% MTDC of $</strong></em>_________]</td>
<td></td>
</tr>
<tr>
<td><strong>Total Costs</strong></td>
<td>$____________</td>
</tr>
</tbody>
</table>