

NORTHERN ILLINOIS UNIVERSITY
RESEARCH SERVICES AGREEMENT CERTIFICATION

TO: Research and Innovation Partnerships

RE: Name of Project: _____

PURPOSE: A Research Services Agreement (“RSA”) is to be used only on those Projects involving analysis and/or evaluation of Sponsor provided material or information. RSAs will not be managed by the Sponsored Programs Administration (SPA), but by the Department of Research and Innovation Partnerships (RIPS). As no applied or basic research by University is to be involved in these Projects and, therefore, it is not likely that there will be creation of new knowledge and/or technologies by University personnel, the provisions of the RSA grant any intellectual property within the scope of the Project to the Sponsor. As these provisions vary from the University’s standard research agreement (“Standard Research Agreement”) it is imperative that the RSA is used properly and not substituted for University’s Standard Research Agreement. In an effort to avoid confusion and ensure proper use of the RSA, the following certification form needs to accompany any proposed Project involving a Research Services Agreement.

All capitalized terms which are not defined in this Certification shall have the same meanings set forth in the associated RSA.

A proposed Research Services Agreement will not be approved without execution of this Certification form.

CERTIFICATION: I, as Project Leader, verify each of the following statements:

1. The proposed Project involves only the analysis, evaluation, classification, diagnostics, or interpretation of Sponsor’s data, samples, mechanisms, procedures, products or processes.
2. The analysis, evaluation, classification, diagnostic, or interpretation services involved in the Project will be done in accordance with the specifications or protocols which have been prepared or supplied by the Sponsor or Sponsor’s duly authorized agent(s). Neither I, nor any other University employee involved in the Project or under my direction, have prepared or provided scientific input into the Project specifications or protocol or if the specification or protocols have been prepared by me, or other University employees involved in the Project or under my direction, said specifications or protocols have been prepared using only Sponsor provided information, specifications, or protocols.
3. I have not provided, nor will I provide any basic or applied research in the preparation of or for the proposed Project and I will not provide any basic or applied research in the conduct of the Project. It is not likely that there will be any new knowledge, technologies, or intellectual property that will be developed by University employees in the performance of the scope of the proposed Project.
4. The conduct of the proposed Project will not involve or employ the use of any inventions or technologies learned, created, or developed under federally-sponsored or privately-sponsored research projects or grants in which I have been involved. A check has been made of my past and current grants and/or research projects and there are no conflicting or inconsistent contractual arrangements that would prevent University from entering into this proposed Research Services Agreement or burden or otherwise impede past and/or current grants or contractual arrangements with other parties.
5. I have read, am knowledgeable of, and will honor the terms and conditions outlined in the Research Services Agreement, including the confidentiality and publication requirements, and will inform and ensure compliance with said obligations by all University employees, including students, working on or with the Project under my direction. I will also follow all applicable University policies and procedures relevant to the proposed Project.

By signing this verification, I acknowledge that I am indicating to the best of my knowledge and belief, my assent to and confirmation of the accuracy of the statements above. If any of the above statements are not correct or, if there are any exceptions, I have noted the particulars on a memorandum attached to this verification form.

Project Leader

Date

NORTHERN ILLINOIS UNIVERSITY
RESEARCH SERVICES AGREEMENT

THIS RESEARCH SERVICES AGREEMENT ("RSA" or "Agreement") effective this _____ day of _____, 20____ ("Effective Date"), is made and entered into by and between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois 60115 ("University") and _____, with a principal business address of _____ ("Sponsor") (separately "Party" or together "Parties").

WHEREAS, Sponsor and University desire to enter into a Research Services Agreement pertaining to services to be performed in accordance with the Statement of Work in Exhibit A; and

WHEREAS, the services are to be funded by Sponsor and carried out by University under the terms and conditions specified herein; and

WHEREAS, the performance of such services is of mutual interest to Sponsor and University, and is consistent with the instructional, scholarship and research objectives of University as a non-profit, tax-exempt educational institution.

NOW THEREFORE, in consideration of the foregoing recitals, which are by this reference incorporated into and made a part of this Agreement, and the mutual covenants and promises hereinafter set forth, the Parties hereto mutually agree as follows:

1. University will use reasonable efforts to perform the research services and deliver the reports and other items specified in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference, for the project entitled " _____ " (hereinafter referred to as "Project").

2. _____ will be the Project Leader on behalf of University for the Project. In the event the Project Leader is for any reason unable to continue the work under the Project, University will select an appropriate successor and notify Sponsor.

3. The term of this Agreement shall begin on the Effective Date and end on _____ (specify date) unless sooner terminated, as provided herein. The Parties may extend the term upon written agreement. Either Party may terminate this Agreement at any time by giving not less than sixty (60) days advance written notice to the other Party. In the event of termination, Sponsor agrees to pay all costs and noncancellable obligations incurred by University up to the date of termination, not to exceed the maximum amount specified in Section 4 below.

4. For the services, reports, and other items to be delivered hereunder, Sponsor agrees to pay University the fixed sum of \$ _____, payable as follows: \$ _____ within thirty (30) days of the Effective Date of this Agreement and the balance upon submission of final report or other deliverable; provided, however, that any monies remaining at the end of the Project may be used by the University to support general research within the _____ (insert applicable unit). University will submit invoices to Sponsor and payment is due within thirty (30) days of receipt of invoice. Invoices will be sent to the Sponsor address indicated on page four of this Agreement.

Checks are to be made payable to Northern Illinois University and sent to:

Commercial Accounts Receivable
Bursars Office
Northern Illinois University
1425 Lincoln Hwy
DeKalb, Illinois 60115

5. "Confidential Information" is defined as business information, strategies, technical data, information, trade secrets and/or other proprietary information of Sponsor relating to the product or process that is a part of the Project that is not disclosed to the public in the ordinary course of business and is marked as "Confidential Information." University will not use said Confidential Information, except for the purpose of performing its obligations under this Agreement, and will not disclose to third parties said Confidential Information except upon written permission of Sponsor or where otherwise required by law or court order. Sponsor is and shall remain the owner of said Confidential Information and upon completion of the Project University will return to Sponsor or destroy the Confidential Information, except that University may retain one copy of the deliverables developed

pursuant to the Project for archival purposes. The provisions relating to confidentiality will remain in effect for three (3) years from the date of termination of this Agreement. University's obligations relating to "Confidential Information" shall not extend to information which:

- a) Was known to the recipient prior to the disclosure hereunder;
- b) Was received from a third party not under an obligation of confidence to the recipient;
- c) Is in the public domain at the time of disclosure hereunder or subsequently entered the public domain without the fault of the recipient;
- d) Has been independently developed by an employee of recipient that has not had access directly or indirectly to Confidential Information, and recipient can substantiate any claim of independent development by written evidence; or
- e) Is required to be disclosed by law or court order.

6. Pursuant to its mission and policy, University shall have the right to publish or otherwise disclose the results of this Project provided that the Project Leader first provides Sponsor with a copy of the proposed publication at least thirty (30) days in advance of submission for publication. Sponsor shall have thirty (30) days after receipt of the publication or presentation to review it. The Project Leader shall modify said publication in order to comply with reasonable requests by Sponsor. This provision shall survive termination of the Agreement.

7. Neither Party shall issue any press release or other public announcement relating to this Agreement or the activities contemplated by this Agreement or use the other Party's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other intellectual property of the other Party (collectively, "Institutional IP") without the prior written approval of such Party, which approval may be withheld for any reason. Any approved use of Institutional IP shall be subject to compliance with all of the approving Party's requirements, specifications and brand guidelines pertaining to the use of such Institutional IP. Each Party shall comply with all reasonable requests from the other in the event any use of Institutional IP does not meet the reasonable expectations of the approving Party. Neither Party shall acquire or claim any right, title, interest or ownership rights of any nature whatsoever in any Institutional IP of the other Party by virtue of this Agreement and shall cease use of any Institutional IP of the other Party upon such Party's request or upon termination of this Agreement. Any use of the other Party's Institutional IP in a manner not authorized herein is a violation of this Agreement. Any and all goodwill that may result from use of the Institutional IP shall inure to the benefit of the owner of the Institutional IP. This provision shall survive termination of the Agreement.

8. Sponsor is the owner or licensee of the product or process that is the subject of this Project. Any inventions, whether or not patentable, that are conceived by the Project Leader, or other University personnel or students assigned by the Project Leader to work on this Project, involving the use, formulation, or administration of the product or process that is within the scope of the Statement of Work will belong to the Sponsor. University will promptly notify Sponsor in writing of any such inventions and University, Project Leader and/or others assigned to work on this Project, will cooperate with Sponsor, at Sponsor's expense, in filing of the necessary patent applications. Notwithstanding the foregoing, all inventions, whether or not patentable, conceived by the Project Leader and/or other University personnel or students assigned to work on this Project relating to the use, formulation, or administration of the product or process outside of the scope of the Statement of Work shall be and remain the property of University. For inventions owned by University and created outside of the scope of work, University hereby grants Sponsor the option for either (a) a non-exclusive, royalty-bearing license to use University Intellectual Property for any purpose except sublicensing, or (b) an exclusive, royalty-bearing license with a right to sublicense. Terms and conditions of these licenses are to be negotiated in good faith and agreed upon between University and Sponsor.

9. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE MARKETABILITY, USE OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROJECT RESULTS DEVELOPED UNDER THIS AGREEMENT, OR THAT SUCH RESULTS DO NOT INFRINGE UPON ANY THIRD PARTY'S PROPERTY RIGHTS. Sponsor agrees to indemnify and hold University, its governing Board, officers, agents, and employees, harmless from any and all liability, loss, damage, or injuries as the result of claims, demands, costs, or judgments against them, including attorney fees, arising out of or in connection with the activities to be carried out pursuant to this Agreement, or the use, design, manufacture, or distribution of the system, process, or products that is the subject matter of the Project.

10. University shall not be liable for any direct, indirect, consequential, incidental, punitive or special damages (including without limitation, lost profits) resulting from or arising out of the research services performed hereunder, whether based in tort, contract, or otherwise, and regardless of whether University had advance notice of the possibility of such damages. Sponsor's sole remedy related to the research services shall be the re-

performance of the Services (as defined in the applicable Statement of Work) or a refund of any amounts paid to University for the research services. In any case, the liability of University hereunder shall be limited to the contract amount set forth in Section 4 of this Agreement.

11. In the making and performing of this Agreement, the Parties act and shall act at all times as independent entities and nothing contained herein shall be construed or implied to create any agency, partnership, or employer and employee relationship between the Parties and neither Party is authorized to act as agent for the other for any purpose.

12. Notices and communications hereunder shall be deemed made if given by e-mail, or by hand delivery or registered, certified, federal or express mail, postage prepaid and addressed to the Party authorized to receive such notice at the address given at the end of this Agreement, or such other address as may hereafter be designated by notice in writing. The sender has the burden of proving receipt. E-mail will be deemed to be delivered upon transmission.

13. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles. This Agreement is subject to all applicable rules and regulations of the Board of Trustees of Northern Illinois University and the laws of the United States.

14. Sponsor acknowledges that University may have students or employees who are foreign nationals who may be working with the materials, information or data Sponsor provides to University. Sponsor agrees to inform University whether any materials, information or data covered by this Agreement are subject to Export Administration Regulations or International Traffic in Arms Regulations and if so what Commerce Control List number(s) or U.S. Munitions List number(s) they are controlled under. University shall have the right to decline or limit the receipt of such materials, information or data. Sponsor shall not disclose or provide such materials, information or data until it has been notified by University that University has implemented a technology control plan for the materials, information or data.

15. The Parties shall comply with all applicable laws, rules and regulations in performing their respective obligations under this Agreement. Each Party agrees to procure and maintain policies of general liability insurance, insuring each Party's respective actions and liability assumed under this Agreement.

16. No liability hereunder shall result to a Party by reason of delay in performance caused by force majeure, that is, circumstances beyond the reasonable control of the Party, including, without limitation, acts of God, fire, flood, war, civil unrest, pandemic or other health emergency, government laws or regulations or shortage of or inability to obtain material as equipment.

17. This Agreement may not be assigned in whole or in part without the prior written permission of the Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. A Party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the Party granting such waiver.

18. The Parties agree that a signature transmitted to the other Party by electronic transmission shall be effective to bind the Party whose signature was transmitted. The Parties further agree that any xerographically or electronically reproduced copy of this fully executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the Parties.

19. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the Parties regarding this matter. This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of authorized representatives of the Parties hereto. No modification of this Agreement is binding unless it is in writing and signed by University and Sponsor. To the extent there is a conflict between the terms in this Agreement and any attached exhibits or schedules, the terms in the Agreement shall govern.

Signature page follows.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized officer in the appropriate space below.

UNIVERSITY:

**Board of Trustees of
Northern Illinois University**

By: _____

**Vice President, Research and Innovation
Partnerships**

Date: _____

SPONSOR:

By: _____
[Name]

[Title]

Date: _____
EIN:

PROJECT LEADER'S ACKNOWLEDGEMENT:

I have read this Agreement and agree to perform my obligations as Project Leader under this Agreement. I will inform students and other participants working on this research of their rights and obligations under this Agreement.

By: _____

Printed Name: _____

Date: _____

UNIVERSITY NOTICE ADDRESS:

Northern Illinois University
Division of Research and Innovation Partnerships
DeKalb, Illinois 60115
Attn: Vice President, Research and Innovation Partnerships

SPONSOR NOTICE ADDRESS:

If Sponsor invoice and/or technical
address is different from above, note
addressee and address below)

UNIVERSITY TECHNICAL ADDRESS:

C/O
DeKalb, Illinois 60115
Email:

**EXHIBIT A
STATEMENT OF WORK**

This Statement of Work ("**SOW**") dated _____ ("**SOW Effective Date**") is an exhibit to the Research Services Agreement between the Board of Trustees of Northern Illinois University ("**University**") and _____ ("**Sponsor**") dated _____ (the "**Agreement**"), which is hereby incorporated by reference. All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement.

1. Scope of Services. The Project shall consist of University providing the following research services ("**Services**"):

[ADD DESCRIPTION]

A. Period of Performance. The Services shall be performed during the period from _____ through _____. The Parties may extend this period upon written agreement.

B. No Modification. Any Services different from, or in addition to, those Services expressly stated herein shall be subject to a separate mutually agreed SOW executed by the Parties.

2. Location of Services.

3. Sponsor Responsibilities. Sponsor shall perform the following responsibilities with respect to the Project:

[LIST RESPONSIBILITIES]

4. Pricing and Payment. Sponsor shall pay University for the Services in accordance with the terms set forth in Section 4 of the Agreement. University is not obligated to expend any other funds on the Project, and Sponsor is not obligated to pay University in excess of the amount set forth in Section 4. University shall retain title to equipment and all other items purchased with funds provided by Sponsor.

5. Contacts.

University:

Sponsor:

6. Not an Offer. This SOW shall only be binding if it is signed by both University and Sponsor.

7. **Special Terms/Assumptions.**

[ADD IF ANY; OTHERWISE STATE "NONE"]

8. **SOW Term.** This SOW shall take effect upon the SOW Effective Date and shall continue in full force and effect until _____.

This Statement of Work is hereby agreed to by the Parties as evidenced by the signatures of their authorized representatives below.

**BOARD OF TRUSTEES OF NORTHERN
ILLINOIS UNIVERSITY**

Sponsor: _____

By: _____

By: _____

Title: _____

Title _____

Date: _____

Date _____