

		<h2 style="text-align: center;">Express Research Agreement</h2>	
University		Sponsor	
Address: North Dakota State University Business Development Dept. 4000, PO Box 6050 Fargo, ND 58108-6050 Phone: 7 0 1 / 2 3 1 - 8 0 4 5 Email: NDSU.research@ndsu.edu		Name: Address: Phone: Fax: Email:	
Principal Investigator:		Amount (USD): (Which includes a Facilities and Administration rate at NDSU's applicable Federally negotiated rate)	
College/ Department:		Payment Terms: Full Payment upon execution of Agreement.	
Area of Research:		Make checks payable to : North Dakota State University, Grant and Contract Accounting Dept. 3130, PO Box 6050 Fargo, ND 58108-6050	
Performance Period:		NDSU Project #:	
<h3>Terms and Conditions</h3>			
<ol style="list-style-type: none"> 1. Purpose – Whereas Sponsor desires to support research in the area of research identified above, and whereas University has an ongoing research program in this area consistent with the research interests of the Sponsor, this Express Research Agreement is established to give financial support to the University to cover the full costs associated with the research. 2. Payment Terms – Sponsor will pay University the above fixed amount in accordance with the payment terms listed above. Any unexpended funds will be retained by the University. 3. Reports – Principal Investigator shall provide Sponsor a final technical report upon completion or any early termination of the Express Research Agreement. 4. Publications – Sponsor recognizes that investigators and students engaged in this Express Research Agreement are free to publish results arising therefrom. The Sponsor's support may be acknowledged in publications, unless the Sponsor desires otherwise and so advises the University in writing. 5. Intellectual Property – The University shall own any and all intellectual property that results from research conducted hereunder, including but not limited to all data, inventions, patents and copyrights. Sponsor is granted first option to license technologies arising from research sponsored by this Express Research Agreement. 6. Publicity – Neither party will use the name of the other party in any publicity, advertising, or news release (except in publications as noted in 4, above) without the prior written approval of the authorized representative of the other party. 7. Export Controls - As an institution of higher education with many foreign employees, students, and visitors, University intends to conduct the project as fundamental research under U.S. export regulations. Accordingly, Sponsor warrants that it will not transfer any export-controlled materials or information to University in connection with this research. 8. Use of Results – Sponsor shall be solely responsible for any liability arising out of Sponsor's use of or reliance upon data generated by research performed pursuant to this Express Research Agreement. 9. Indemnification – Each party agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law. 10. Termination - Either party may terminate this Express Research Agreement upon thirty (30) days prior written notice to the other. All costs incurred and any non-cancellable obligations incurred by the University up to the date of termination shall be reimbursed by Sponsor and University shall return any prepayment by Sponsor in excess of such reimbursable amounts. 11. Entire Agreement – This Express Research Agreement contains the entire and only agreement between the parties respecting the research hereof. Should processing of this Express Research Agreement require issuance of a purchase order or other similar document, all terms and conditions of said document are hereby superseded by this Express Research Agreement and have no force and effect on the research hereof. This Express Research Agreement may not be amended in any manner except by an instrument in writing signed by the duly authorized representative of each of the parties hereto. 			
By an Authorized Official of North Dakota State University		By an Authorized Official of Sponsor	
Name:	Date	Name:	Date
		Title:	