

INVESTIGATOR AGREEMENT FOR USE WITH TESTING SERVICES AGREEMENT

This Investigator Agreement is designed to provide critical information related to the use of the Testing Services Agreement for the proposed project. The Principal Investigators Department Head, Dean and/or Center Director's signature is required on the Investigator Agreement.

The use of the Testing Services Agreement is limited to projects which:

- (i) require use of unique or special NDSU facilities or expertise that either do not exist elsewhere or are not readily available or
- (ii) are performed in accordance with a sponsor developed protocol and require the use of the sponsor's proprietary materials or
- (iii) involve established, pre-existing methods of a primarily technical nature which do not require original, creative thought.

Deliverables: The deliverables provided to a sponsor under a Testing Services Agreement may only include data, results, reports and prototypes built to sponsor specifications.

The **TSA cannot be used** in any of the following situations:

- Any project that includes the use of any previously developed NDSU intellectual property
- Any project that has a goal of, or is likely to lead to, the development of intellectual property, including the development of software or improvement to a sponsor's product
- The project deliverables include anything other than a prototype, testing results, reports, or data
- Any project in which NDSU personnel desire to publish the results of the project – including NDSU or Extension Center Field Trials
- Any project that requires the use of a subaward
- Any project that requires the use of match funding or cost sharing
- Any project which will support student thesis or other degree requirements for NDSU students
- Any project that includes any export controlled information, materials or data
- Any project that involves any federal funding or federal flow through funding
- The sponsor does not pay the full cost of the services, including NDSU's applicable F&A charges
- Any project in which there is a perceived conflict of interest between NDSU personnel and the sponsor

All NDSU personnel involved in the performance of activities under a TSA will be required to assign any intellectual property or other rights, including any copyrights, they create in the performance of those activities to the sponsor and should be willing to cooperate with sponsor in securing those rights as reasonably necessary.

The Testing Services Agreements is used for the performance of service type activities when no intellectual property (IP) is anticipated to be developed and may not be used for any other project.

GENERAL INFORMATION		
PI Name:	Sponsor Name:	Project Title:

INTELLECTUAL PROPERTY

Yes No Please answer each question.

*Does the project require the development of any IP (i.e. the development, modification or improvement to any sponsor material, product or software, etc.)?

Does the project require the use of any NDSU background IP (i.e. work on/with a previous disclosure or patent)?

Will the scope of services possibly lead to an invention or the creation of a software program?

Are there any deliverables other than testing results, reports, data or a prototype based on sponsor specifications?

Does the proposed work involve anything other than testing or analysis of sponsor's proprietary materials that uses known or established procedures, protocols and/or equipment and providing the sponsor the results of that testing?

***All NDSU employees remain obligated to file an invention disclosure on any invention/ generated by this project.**

PUBLICATION RIGHTS

Yes No Please answer each question.

Does any undersigned researcher want to publish the research results?

Will the results be used to support thesis/dissertation or other degree requirements for any student?

FUNDING

Yes No Please answer question.

Does this project involve any federal funding or federal flow through funding?

CONFLICT OF INTEREST

Yes No Please answer each question.

Does this project present a conflict of interest for the principal investigator or any other project personnel (i.e. does the principal investigator, other NDSU employee or any family member of either have a significant financial interest regarding the sponsor)?

Has PI been involved with any other agreement with the sponsor? If yes, please specify:

CONCURRENCE

All project personnel (including student researchers) have read and agree with the above responses; consent to the use of the TSA for this project; understand that they will never receive any compensation for and hereby assign all IP developed thereunder.

Principal Investigator Date

Department Head Date

Dean / Director Date

Investigator Date

Investigator Date

Investigator Date

*Any Investigators/NDSU personnel added at a later date also must sign this form before working on the project.