

# OKLAHOMA STATE UNIVERSITY

## RESEARCH SERVICES AGREEMENT CERTIFICATION

**TO:** Kenneth W. Sewell  
Vice President of Research  
Oklahoma State University

**RE:** "Enter 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. As no applied or basic research by the 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 it is imperative that the RSA is used properly and not substituted for the 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. **A proposed Research Services Agreement will not be routed for approval or approved without execution of this Certification form.**

**CERTIFICATION:** We the following undersigned University employees, proposed Project Leader(s), Department Head, and Associate Dean of Research of the College (Division) wherein the Project is to be conducted, 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 do not exist any conflicting or inconsistent contractual arrangements that would prevent the 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 confidentiality obligations of the Project and will inform and ensure compliance with said obligations by all University employees, including students, working on or with the Project under my direction. If there are students that will be working on the Project, I have advised them of the limitations on publication(s).

By signing this verification, I acknowledge that I am indicating to the best of my knowledge and belief my assent to and accuracy of the above noted statements. 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.

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Project Leader – "Name"

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Date

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Department Head – "Name"

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Date

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Associate Dean of Research – "Name"

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Date

# OKLAHOMA STATE UNIVERSITY RESEARCH SERVICES AGREEMENT

THIS AGREEMENT effective this DATE day of MONTH, 20YEAR", is between "NAME OF SPONSOR", a (specify entity status Sponsor, e.g., an Okla., Ill. corporation, partnership, sole proprietorship) (herein after called "Sponsor") and **Oklahoma State University**, Stillwater, Oklahoma (hereinafter called "University").

WHEREAS, UNIVERSITY has developed research and analysis expertise and related technologies, equipment, or facilities(hereinafter referred to as "Research Services") in the area of "BE SPECIFIC", which Research Services it intends to utilize in fulfilling its land grant mission of providing education, research, and extension services to the public, by providing such Research Services to its various constituencies, including private companies, for the benefit of the State of Oklahoma; and WHEREAS, Sponsor desires specialized assistance requiring these Research Services; and WHEREAS, said Research Services are available on a limited basis from the University; and WHEREAS, the Research Services contemplated by this Agreement are of mutual interest and benefit to the University and Sponsor and will further the instructional, research, and public service mission of the University and may provide benefits for both Sponsor and University through the advancement of knowledge; the parties therefore 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, marked and attached as Exhibit "A", which is made a part of this Agreement (hereinafter referred to as "Project".)
2. "NAME OF PI" will be the Project Leader on behalf of the University for the Project. In the event the Project Leader is for any reason unable to continue the work under the Project, the parties may select a mutually acceptable substitute or terminate this Agreement.
3. The term of this Agreement is specified as beginning "SPECIFY DATE" and ending "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 to date of termination, not to exceed the maximum amount specified in paragraph 4 below.
4. For the services, reports, and other items to be delivered hereunder, Sponsor shall pay University an amount not to exceed \$"SPECIFY AMOUNT", payable as follows: \$"SPECIFY" within thirty (30) days of the effective date of this Agreement and the balance upon submission of final report; provided, however, that any moneys remaining at the end of the Project may be used by the University to support general research within the "INSERT APPLICABLE COLLEGE". University will submit invoices to Sponsor and payment is due within thirty (30) days of receipt of invoice.
5. "Confidential Information" is defined as business information, strategies, technical data, information, trade secrets and/or other proprietary information of the 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 obligation under this

Agreement, and will not disclose to 3<sup>rd</sup> parties said Confidential Information except upon written permission of the Sponsor or where otherwise required by law. Sponsor is and shall remain the owner of said Confidential Information and upon completion of the Project, University will return Confidential Information to Sponsor, except that University may retain one copy thereof for archival purposes. The provisions relating to confidentiality will remain in effect for three (3) years from the date of termination of this Agreement. The University's obligations relating to "Confidential Information" shall not extend to information: which is in or comes into the public domain from a source other than the University; was independently known or developed by the University or already possessed by the University at the time of disclosure; and/or came from a third party source not under obligation to the Sponsor to maintain confidentiality thereof.

6. Pursuant to its mission and policy, University may publish and/or present results of the Project or new scientific information regarding the Research Services performed. University will provide Sponsor with copies of the proposed publication or presentation and Sponsor will have thirty (30) days after receipt to object because the same contains Confidential Information or patentable subject matter. University will remove any Confidential Information and will refrain from publication/presentation for a period not to exceed ninety (90) days to enable Sponsor to obtain protection directed to patentable subject matter contained in the proposed publication or presentation.
7. Neither party will use the name of the other party in any publicity, advertising, or news release without the prior written approval of the other party, which approvals will not be unreasonably withheld.
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 the subject of this Project 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 the University.
9. Subject to the provisions of the Oklahoma Governmental Tort Claims Act, including its limits of liability and exclusions therefrom, University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University, its officers, employees, and agents thereof.
10. Except for the situations covered under paragraph 9 above, 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 Study.

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 hand delivery or registered, certified, federal or express mail, postage prepaid and addressed to the party 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.
13. This Agreement shall be interpreted and governed by the laws of the State of Oklahoma, without reference to conflict of law rules, and the forum for any proceeding or suit arising from or incident to this Agreement shall be located in the State of Oklahoma.
14. This Agreement may not be assigned in whole or in part without the prior written permission of the parties.
15. 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 the authorized representatives of the parties hereto.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officer as of the day and year first above written.

**UNIVERSITY:**

**OKLAHOMA STATE UNIVERSITY**

**SPONSOR:**

**"ENTER LEGAL NAME"**

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**Kenneth W. Sewell**  
**Vice President for Research**

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**"ENTER OFFICIAL'S NAME"**  
**"ENTER OFFICIAL'S TITLE"**

**PRINCIPAL INVESTIGATOR'S ACKNOWLEDGEMENT:**

I have read this agreement and agree to perform my obligations as principal investigator 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: TYPE NAME OF PI

Date: \_\_\_\_\_

**University Notice & Payment Address:**

"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMATION"  
Oklahoma State University  
Stillwater, OK 74078

**Checks should be mailed to:**

OSU Grants  
PO Box 248957  
Oklahoma City, OK 73124-8957

**University Technical Address:**

"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMAITON"  
"ENTER INFORMATION"

**Sponsor Business & Notice Address**

"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMATION"  
"ENTER INFORMATION"

**Sponsor Technical Address:**

"ENTER INFORMATION"  
"ENTER INFORMAITON"  
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