

SHORT TERM RESEARCH AGREEMENT

DATE: _____

THIS AGREEMENT is made and entered into effective as of the day and year shown above, by and between _____ (“VISITOR”) and the Board of Governors of the Colorado State UNIVERSITY system acting by and through Colorado State UNIVERSITY (“UNIVERSITY”).

VISITOR desires to engage in research activities to be performed in accordance with the Proposal, Exhibit A attached hereto, and the terms and conditions outlined in this Agreement.

The performance of such research is consistent, compatible, and beneficial to the academic role and mission of the UNIVERSITY as an institution of higher education.

In consideration of the foregoing and intending to be legally bound, the parties agree as follows:

1) Access to Facility

UNIVERSITY is the owner of the facility known as the Advanced Beam Lab (“FACILITY”). UNIVERSITY hereby grants permission to VISITOR, its employees and agents, to enter the property described below for the limited purpose of completing the Proposal identified herein. UNIVERSITY agrees to permit VISITOR to utilize the FACILITY and any equipment/services specified in the Proposal on the dates and times described herein.

FACILITY address/description: Advanced Beam Laboratory, Laser Lab 1, Room 103 at the Colorado State University Foothills Campus

Dates of access: [date] _____ at [time] _____ through : [date] _____ at [time] _____

Individuals being given access:

The FACILITY shall, at all times, remain under the control of the UNIVERSITY, and all personnel from the UNIVERSITY shall have the right to enter said facilities on official UNIVERSITY matters at any time when so deemed necessary. VISITOR’s access to and use of FACILITY is NON-EXCLUSIVE during the above period of access.

2) Proposal

VISITOR shall use the FACILITY only for the purposes of carrying out the activities described in the Proposal set forth in Exhibit A. UNIVERSITY personnel may be available but nothing herein shall require the UNIVERSITY to perform any service, provide any supplies, materials or other things, except as specifically set forth in the Proposal.

3) Assumption of Risk/ Waiver of Liability/Indemnification

VISITOR has been informed of the nature of the activities that take place in and near the FACILITY and VISITOR is

aware of the hazards and risks which may be associated with its participation in the above-named activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. VISITOR understands, accepts, and assumes all such hazards and risks, and waives all claims against the State of Colorado, The Board of Governors of the Colorado State UNIVERSITY System, and Colorado State UNIVERSITY. VISITOR understands that it or its staff is solely responsible for any costs arising out of any bodily injury or property damage sustained through participation in normal or unusual acts associated with the research activities, regardless of whose fault may be the cause of the injuries or damages, EVEN IF CAUSED BY CARELESSNESS OR NEGLIGENCE, so long as the conduct which caused the injuries or damages was not grossly negligent, or willful and wanton.

VISITOR shall, to the extent permitted by law, indemnify, save and hold harmless the UNIVERSITY, its employees, agents and governing Board, against any and all claims, damages, liability and court awards, including cost, expenses and attorney fees, incurred as a result of any act or omission by the VISITOR, or its employees or agents, pursuant to the terms of this Agreement.

VISITOR represents and warrants that its personnel have been provided sufficient information about the FACILITY and that it has found the FACILITY to be adequate for its purposes. VISITOR accepts the FACILITY AS-IS on the date and time specified in paragraph 1 above, without warranty of any kind, **INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.**

VISITOR’s signatory further represents and warrants that he or she has had the opportunity to review and seek explanation, including legal advice from its own counsel, of the provisions of this Agreement, that he or she has carefully read them, understands them fully, and agrees to be bound by them.

4) Insurance

VISITOR shall maintain in full force and effect during the term specified herein, at VISITOR’s expense, a policy of insurance providing for liability coverage as follows:
a. additional named insured to the Board of Governors of the CSU System, Colorado State UNIVERSITY and the State of Colorado, as their interest may appear; and
b. limits of coverage in the amount(s) of \$150,000 per person and \$600,000 per occurrence, OR \$1,000,000 combined single limit.

5) Confidentiality

The parties anticipate that it may be necessary for either party to transfer to the other, or that its personnel may otherwise receive or be exposed to, the other’s information of a proprietary nature. Such information will be identified as proprietary at the time of disclosure or be disclosed in such a manner as to make it clear that such information is

intended to be treated as confidential. Each of the parties agrees that it will use all reasonable efforts to protect and safeguard such information, and in any event, no less effort than it would use to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the research activities described herein and who have been made aware of and agreed to the confidentiality obligations contained in this Agreement. Neither party shall make any reproduction, disclosure or use of such proprietary information except in performing its obligations under this Agreement or in accordance with the prior written authorization from the disclosing party.

6) Export Controls.

VISITOR will not disclose to UNIVERSITY any information nor provide UNIVERSITY with any item(s) that are either export-controlled under International Traffic in Arms Regulations, or that appear on the Commerce Control List (except as EAR99) of the Export Administration Regulations. Neither party shall export, directly or indirectly, any such information or items to any country which the U.S. Government at the time of export requires an export license or other Government approval without first obtaining such license or approval. UNIVERSITY has no obligation to restrict, foreign national access in support of this effort.

7) Hazardous Materials

The parties agree that each of them shall at all times be responsible for proper (and, where required, licensed) disposal, handling, monitoring and recording of any toxic and/or hazardous waste generated by and/or from any of it uses hereunder of the FACILITY. Each party shall maintain complete records concerning such toxic and/or hazardous waste, which records shall be made available for reasonable review and copying by the other party upon request. Without limiting the foregoing, VISITOR shall not bring or allow any hazardous and/or toxic materials into the FACILITY without the prior, express, written permission of UNIVERSITY's Environmental and Health Services personnel, and even with such permission, VISITOR's use and activities, unless specifically agreed to in writing by UNIVERSITY, shall not exceed those of a conditionally exempt small quantity generator as defined by EPA Waste Disposal rules and regulations. VISITOR shall not be responsible or liable for any existing environmental hazard(s) at the FACILITY.

8) Late Charges: Expenses

Any amounts billed to VISITOR not paid within five (5) days of the due date thereof shall be subject to a late charge of five percent (5%) of the amount billed. In addition, such unpaid amount shall bear interest until paid at the rate of eighteen percent (18%) per annum. In the event any payment from VISITOR by check is returned by the financial institution on which it is drawn for any reason, a service charge of One Hundred Dollars (\$100.00) shall be due and payable in addition to the late charge set forth above. In the event of any default by VISITOR hereunder, VISITOR shall pay to UNIVERSITY all attorneys' fees incurred by UNIVERSITY in connection with such default or the enforcement of UNIVERSITY's rights or remedies arising in connection therewith, whether or not this Agreement is terminated and whether or not UNIVERSITY

institutes any lawsuit against VISITOR as a result of such default.

9) Designation of Responsible Individuals:

The following individuals shall act as representatives of their respective parties for all purposes herein including but not limited to the purpose of receiving any notice that is required or given in accordance with this Agreement. A party may change its designated representative at any time by written notice.

For VISITOR: _____

For UNIVERSITY: _____

10) Special Provisions:

VISITOR agrees to comply with all reasonable requests and regulations provided by UNIVERSITY officers and/or representatives regarding health and safety conditions and shall follow all directions from the UNIVERSITY representative at the FACILITY may give at all times.

VISITOR will receive access cards for the FACILITY which they may use during their time at CSU. These cards must be returned upon VISITOR's departure from CSU. Failure to return an access card may result in a charge for replacing the card.

VISITOR agrees to take all reasonable precautions in carrying out its activities at CSU, to protect the safety and health of CSU employees, other users, and the general public, as required by federal, state and local laws, UNIVERSITY rules and FACILITY operations and procedures. VISITOR agrees to comply with all applicable statutes and regulations, including Public Health Service and National Institutes of Health regulations and guidelines, such as, for example, those relating to research involving the use of animals or recombinant DNA.

Nothing in this Agreement shall imply any partnership, joint venture, or other association between the UNIVERSITY and the VISITOR. The VISITOR shall have sole responsibility for the content and the conduct of its activities on the UNIVERSITY campus. The UNIVERSITY's name shall not be used to suggest co-sponsorship or endorsement of any activity without prior written approval of the UNIVERSITY.

11) Signatures:

For UNIVERSITY:

By: _____

Name: _____

Date: _____

For VISITOR:

By: _____

Name: _____

Date: _____