**Project Title:**

**Research Organization:**

**Principal Investigator:**

**Addresses:**

**AISC:**

 **Devin Huber huber@aisc.org**

 **AISC (312) 670-7011**

 **130 E Randolph**

 **Chicago, IL 60601**

 **Lawrence F. Kruth, P.E. kruth@aisc.org**

 **AISC (312) 670-5404**

 **130 E Randolph #2000**

**Chicago, IL 60601**

**Research Organization:**

 **PI:**

 **Authorized Official/Administrator:**

**FEIN:**

**Payee and address for payment:**

**Schedule:**

 **Start date:**

 **Test Start Date:**

 **Interim Report Date:**

 **Draft Final Report Date:**

 This Agreement is made and entered into this \_\_\_DATE\_\_\_ by and between the American Institute of Steel Construction. (“AISC”), 130 E. Randolph St., Suite 2000, Chicago, IL 60601, and the \_\_\_\_\_ (“Research Organization”) on the following terms and conditions including Appendix A: Terms and Conditions, which is incorporated by reference herein. PI NAME will be the “Principal Investigator”.

**Scope of Research**. The Research Organization shall undertake the scientific research as described more fully in Appendix B, (“the Research”). The Research shall be under the direction and supervision of the Principal Investigator. The Principal Investigator shall conduct research for the project entitled “\_\_\_\_\_\_.”

**Payments**. The total contract price of $\_\_\_\_\_\_ shall be payable by AISC to the Research Organization as follows:

1. $ \_\_\_\_\_\_ upon execution of this agreement.
2. Remainder upon receipt of the final report.

**Time**. The Research will be completed by \_\_\_\_\_\_\_. Time is of the essence.

**Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written proposals and communications between the parties. In the event of any conflict between this Agreement, including Appendices A and B, and the proposal, this Agreement shall control. This Agreement may only be modified or altered by written agreement of the parties.

**Notifications**. Notifications or submissions pursuant to this Agreement shall be submitted to the following:

 AISC Representative: Tom Schlafly

 Research Organization Representative

Executed as of the date and year noted above.

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

Lawrence F. Kruth P.E.

American Institute of Steel Construction

PI NAME Date: \_\_\_\_\_\_\_\_\_\_\_

Research Organization Representative

Research Organization

**Appendix A: Terms and Conditions**

**Research.** After commencement of the Research, the Principal Investigator, through the Research Organization’s Authorized Official/Administrator shall submit in writing to the AISC Representative any request for changes to the scope, schedule, and/or budget of the Research.

### Costs. It is understood that the costs of the research described in Appendix B and in the scope of this agreement are included in the price in this agreement. AISC will pay the Research Organization in accordance with the terms of this agreement and the Research Organization, under the direction of the Investigators, shall pay for the costs of the material, testing and analysis required for the work described in Appendix B. Costs included in the price of this agreement include the costs of material to be tested, jigs and fixtures, the use of test equipment and laboratories, incidental consumables, systems and software used in analytical investigations, laboratory staff, student and faculty time including fringe benefits. The cost will include provision of one pdf or MSWord file and two paper copies of draft and final reports. On request, AISC will provide limited assistance in obtaining test material and or fabrication at reduced cost, but the inability to obtain reduced costs or donations will not increase the price of this agreement and the process of obtaining materials will not extend the schedule for this agreement.

In exception to the previous paragraph the following materials have not been included in the price of this agreement and are to be provided or paid for by AISC:

Material provided by AISC:

\_\_\_ pounds of Shapes \_\_\_ of pounds of plate

\_\_\_ beams, columns braces or other items to be fabricated

**Point of Contact.** The Investigators shall direct all questions, comments, and reports to the AISC Representative.

**Cofunding and Other Sponsors.** The Investigators shall disclose to the AISC Representative in writing any additional sponsors of the Research not identified in the proposal prior to issuing reports or changing any plans for the project whichever is earlier.

**Independent Contractor.** The Research Organization shall supply, and maintain complete responsibility for any equipment, facilities, and personnel necessary to perform and complete the Research. The Research Organization and all of its personnel, including the Investigators, are not, for any purpose, agents or employees of AISC.

**Reports and Data.** The Principal Investigator shall conduct meetings with the oversight committee at milestones in the schedule determined by agreement between the PI and the oversight committee. The Principal Investigator shall provide AISC with scheduled progress reports and a draft Final Report in pdf format upon completion of the Research. The draft Final Report shall be reviewed by the AISC Representative and approved if the work is in conformance with the scope and description of the Research set forth in this Agreement. Such review shall be completed within 45 days of submission of the draft Final Report. Within 45 days of the completed review, copies of the Final Report shall be submitted to AISC along with an electronic file containing the report, in a .pdf or MSWord format. The results of the Research shall not be grounds for disapproval of the draft Final Report. The Investigators shall duly consider all reasonable recommendations made by AISC regarding the conduct of the Research.

The Investigator will assemble test data in a format that can be read by commercially available software and provide it to AISC with or previous to providing the final report as soon as practicable after each test.

**Confidential Information.** Any proprietary or confidential information disclosed to the Research Organization by AISC and marked within thirty (30) days of disclosure as “Confidential,” shall be used, reproduced and disclosed only as required for the purpose of carrying out this agreement or as permitted in writing by AISC. Proprietary or confidential information will not be disclosed for a period of 3 years except as permitted by this agreement. Investigators shall not testify or serve as an expert witness relating to the Research against AISC except as required by law.

The Research Organization and AISC agree that the results of research under this agreement may be published jointly or separately by either party, but they will confer and consult prior to the publication of subject data to assure that no proprietary or confidential information is released and that patent rights are not jeopardized.

**Review of Manuscripts or Other Publications.** It is agreed that prior to either party submitting a manuscript for review or publication containing results of research under this agreement, a copy of the manuscript will be submitted to the other party at least thirty (30) days prior to publication. If comments are not received from the other party within fifteen (15) days of receipt of the proposed publication, AISC or the Research Organization shall proceed with the publication as planned.

**Patent and Intellectual Property Rights.** The Research Organization shall retain ownership in any intellectual property to which it has title prior to this agreement. Likewise, AISC shall retain ownership in any intellectual property to which it has title prior to this agreement.

AISC’s goal with this project is to advance the state of the art of structural steel design and construction. AISC does not anticipate development of patentable inventions as a part of this project. AISC will maintain results of the research for academic, standards development, and industry use, and distribute the report to the public on receipt of proper request and free of charge or for a handling fee.

**Research Organization Inventions.** Concepts and inventions developed by the Research Organization or its employees, other than those anticipated in an AISC Request for Proposal or necessary to the results in the specific scope of this agreement are considered Research Organization Inventions. The Research Organization shall have the initial option to retain title to each invention made by its employees and to obtain patents therein. The Research Organization shall notify AISC prior to filing and shall have the right to timely file patent applications on such inventions at its own expense. AISC shall have the option to negotiate a license on any such inventions.

**Publication and Disclosure.** The Investigators shall have the right to publish the results of this Research subject to the terms of this Agreement. The subject matter of any such publication shall not contain AISC’s confidential or proprietary information nor shall it disclose any third party's proprietary or confidential information.

**Acknowledgements**. Reports and articles shall be submitted to AISC. Reports and articles disclosing results of the research shall acknowledge support of AISC unless AISC directs the investigators not to include such acknowledgment in which case AISC shall not be mentioned in the report or article.

**Third Party Patents**. Investigators shall not knowingly infringe on third party patents. If reports include information regarding issues subject to third party patents such patents shall be mentioned in the report.

**Termination by Mutual Consent.**  AISC and the Research Organization may elect to terminate this agreement, or portions thereof, at any time by mutual written consent. In such event the parties shall specify in writing the disposition of all tangible property, intellectual property, and other results of work accomplished or in progress, arising from or performed under this agreement.

**Termination by Unilateral Action: Written Notice.** Either party may unilaterally terminate this entire agreement at any time by giving the other party written notice not less than thirty (30) days prior to the desired termination date; provided, however, that no party shall have the right to terminate its obligation under the sections titled Patent and Intellectual Property Rights, Publication and Disclosure, Indemnification. Significant postponement of project objectives and no documented progress over a reporting period will be taken as an indication the research institution has terminated the agreement.

**New Commitments.** The Research Organization shall make no new commitments funded under this Agreement, after receipt of a written termination notice from AISC and shall, to the extent feasible, cancel all outstanding commitments and contracts by the termination date.

**Compensation for Unilaterally Terminated Agreement.** If AISC terminates this agreement, AISC will reimburse the Research Organization for any costs expended or committed, including non-cancellable commitments, in excess of that already reimbursed and not to exceed the value of the price of this Agreement. If the Research Organization terminates or defaults on this Agreement, it shall have the opportunity to submit any data, work product and reports of research completed. The price of the Agreement shall be adjusted to the value of the data, work product and reports submitted in proportion to the deliverables required by the agreement. The adjusted price shall be determined by mutual negotiation between AISC and the Research Organization.

**Liability.** To the extent permitted by law, each party assumes liability for the negligent actions of its employees or agents that are the cause of the injuries or damages that occur during the performance of this Agreement.

**No Warranty.**  Except as specifically stated herein, neither party makes any express or implied warranty as to any matter whatsoever, including the conditions of the research or any invention or project.

**Indemnification.** Research Organization agrees to defend, indemnify and hold AISC, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Research Organization.

AISC agrees to defend, indemnify and hold Research Organization, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of AISC.

**Force Majeure.** Neither party shall be considered in default for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning and other natural catastrophes, epidemic, war, riot, civic disturbance or disobedience, strikes, labor dispute or failure or threat of failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

**Liability Limit.** In no event shall any party to this Agreement be liable to any other party for any consequential, special, or incidental damages.

**No Assignment.** This agreement may not be assigned by any party to this Agreement without the written consent of the other parties.

# Appendix B: The Research

**Goals and Objectives**:

**Description of the Work**:

**Deliverables:**

1. Final report with a complete description of the tests and analysis and all test results. See [www.aisc.org/research](http://www.aisc.org/research) for report contents.
2. An article for AISC “Engineering Journal” will be submitted with relevant contents of the report.