



**PLEASE NOTE: This document represents a standard Student Research Agreement with Bradley University. Parties interested in pursuing an agreement with Bradley University and its employees, representatives, or designees may discuss the negotiation or execution of such agreement with the Office of Sponsored Programs at Bradley University.**

## **STUDENT RESEARCH AGREEMENT**

This Student Research Agreement (“Agreement”) is between BRADLEY UNIVERSITY, organized and existing under the laws of the State of Illinois and having offices at 1501 West Bradley Avenue, Peoria, Illinois 61625 (“UNIVERSITY”), and XXXX, organized and existing under the laws of Illinois, and located at [INSERT ADDRESS] (“SPONSOR”). The parties may be referred to individually as “Party” and collectively as the “Parties.”

NOW THEREFORE, in consideration of the mutual interest and benefit of the scope of work to be performed under this Agreement, the Parties agree:

### **1.0. The Scope of Work**

- 1.1. **Services.** SPONSOR desires to engage the services of a Bradley Student Researcher as set forth in this agreement to perform according to the attached Scope of Work (Exhibit A).
- 1.2. **Student Researcher.** The UNIVERSITY hereby designates [NAME], a student in the College of [COLLEGE], to serve as the Student Researcher (“Student”) to conduct the Scope of Work for the specified Performance Period (see article 1.4.)
- 1.3. **University Mentor.** The UNIVERSITY hereby designates [NAME and TITLE] to serve as the University Faculty Mentor (“Mentor”) who, in this role, will mentor the Student and will be available to discuss the performance and progress of the Student in conducting the Scope of Work.
- 1.4. **Performance Period.** This Agreement will be in effect during the period [STARTDATE] through [ENDDATE] (“Performance Period”).

### **2.0. Student Research Costs**

- 2.1. **Costs.** SPONSOR will pay to UNIVERSITY the total sum of \$X as described in Exhibit B (“Costs”) that UNIVERSITY incurs in providing the Student Researcher. The SPONSOR is not liable for costs other than the Costs described in Exhibit B, and UNIVERSITY is obligated to perform only the Scope of Work funded by SPONSOR.
- 2.2. **Payment Schedule:** This is a fixed-price agreement. SPONSOR will pay UNIVERSITY \$XXXX within 30 days of invoice receipt from the UNIVERSITY. [CAN BE REVISED TO PERMIT MULTIPLE PAYMENTS]
- 2.3. **Remittance.** SPONSOR will pay UNIVERSITY by check made payable to “Bradley University” and mailed to:

Bradley University  
Office of the Controller  
Attn: Dennis Koch  
1501 West Bradley Avenue  
Peoria, IL 61625  
U.S.A.

### 3.0. **Effective Date and Termination**

- 3.1. **Effective Date.** This Agreement is effective on the date signed by the last of the Parties to sign this Agreement unless otherwise provided in this section as follows: (“Effective Date”).
- 3.2. **Expiration.** This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section.
- 3.3. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing 30 days advance written notice to the other Party.
- 3.4. **Termination for Breach.** Upon material breach, the aggrieved Party may terminate this Agreement provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.
- 3.5. **Immediate Termination.** Either Party may terminate this Agreement effective immediately upon notice to the other if: (a) SPONSOR has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; or (b) SPONSOR failure to pay promptly.
- 3.6. **Effect of Termination.** If SPONSOR terminates this Agreement for convenience, SPONSOR will pay for all Costs incurred through the date of termination, including all non-cancelable obligations, even though obligations may extend beyond the termination date. For any other termination, SPONSOR will pay UNIVERSITY for all Costs incurred through the termination date. Termination will not affect the Parties’ rights and obligations accrued prior to termination.

### 4.0. **Consultation and Reports**

- 4.1. **Designated Representative.** SPONSOR’s Designative Representative (“Designated Representative”) for consultation and communications with the UNIVERSITY shall be [COMPANY REP] or such other person as SPONSOR may designate in writing to UNIVERSITY and the Mentor.
- 4.2. **Consultation.** During the term of the Agreement, the Designated Representative may consult informally with UNIVERSITY’S representatives (Section 7.14) regarding the Student and terms covered under this Agreement both personally and by telephone.

## 5.0. **Publicity, Publication/Public Presentations**

5.1. **Publicity.** Neither party shall make reference to the other in a press release or any other written statement in connection with work performed under this Agreement if it is intended for use in the public media, except as required by law or regulation. UNIVERSITY, however, shall have the right to acknowledge SPONSOR's support of the investigations under this Agreement in academic communications without SPONSOR's prior approval. In any statements, the scope and nature of participation shall be described accurately and appropriately.

## 6.0. **Confidentiality**

6.1. **Confidentiality:** In the course of the Scope of Work, it may be necessary for the Student to acquire access to certain information including, but not limited to, information concerning SPONSOR client lists, personnel, financial data, business plans and strategies, and technological or other confidential or proprietary information belonging to SPONSOR or relating to SPONSOR's clients or affairs (collectively, the "Confidential Information"). UNIVERSITY understands it is essential to keep all Confidential Information secret. UNIVERSITY agrees to hold and safeguard the Confidential information in trust for SPONSOR and agrees that UNIVERSITY will not, without the prior written consent of SPONSOR, misappropriate or disclose or make available to anyone for use outside of SPONSOR's organization at any time, either during Student's engagement with SPONSOR or following termination of Student's engagement, for any reason whatsoever, any of the Confidential Information, except as required in the performance of Student's duties with SPONSOR. The provisions of this Section shall survive the termination of this Agreement for any reason.

## 7.0. **General Provisions**

7.1. **Use of Names.** Neither Party will use the name of the other in any form of advertising nor publicity without the express written permission of the other Party except as required by law or regulation. UNIVERSITY, however, shall have the right to acknowledge SPONSOR's support of the Student under this Agreement in scientific or academic publications and other scientific or academic communications. SPONSOR shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to the Director of the Office of Sponsored Programs as listed in Section 7.14.

7.2. **Relationship of the Parties.** Neither Party is agent, employee, legal representative, partner, or joint venture of the other. Neither party has the power or right to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be expressly provided for herein or authorized in writing.

7.3. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, U.S.A., without reference to its conflict of law provisions.

7.4. **Third Party Beneficiaries.** This Agreement does not create any rights, or rights of enforcement, in third parties.

- 7.5. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.
- 7.6. **Merger.** This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by SPONSOR to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.
- 7.7. **Amendments.** No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.
- 7.8. **Counterparts.** The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.
- 7.9. **Assignments.** This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.
- 7.10. **Force Majeure.** Each Party will be excused from the performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.
- 7.11. **Resolution of Disputes.** The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Section 3.0.
- 7.12. **Survival.** All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.
- 7.13. **Waiver.** No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.
- 7.14. **Notices.** Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (1) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All

communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY MENTOR: *For matters related Student Researcher:*

Bradley University  
Attn: [NAME]  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone:  
Email:

UNIVERSITY MENTOR: *For matters related to the Agreement, publicity, and/or use of name:*

Bradley University  
Office of Sponsored Programs  
Attn: Sandra Shumaker, Executive Director  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone: 309-677-3777  
E-mail: sshumaker@fsmail.bradley.edu

UNIVERSITY: *For matters related to fiscal management and accounting:*

Bradley University  
Office of the Controller  
Attn: Dennis Koch, Assistant Controller  
1501 West Bradley Avenue, Peoria, IL 61625  
Telephone: 309-677-3119  
E-mail: dmkk@fsmail.bradley.edu

SPONSOR:

NAME AND TITLE  
ORGANIZATION  
ADDRESS  
TELEPHONE  
EMAIL

7.15. **Authorized Signatories.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract:

Bradley University

Sponsor

\_\_\_\_\_  
Gary Anna, Vice President      Date  
for Business Affairs

\_\_\_\_\_  
NAME      Date  
TITLE

Understood and Agreed *Mentor*:

Understood and Agreed *Student Researcher*:

\_\_\_\_\_  
NAME      Date

\_\_\_\_\_  
NAME      Date

**Exhibit A: Scope of Work**

**Exhibit B: Costs**

This is a fixed price agreement of \$XXXXXX and will cover student wages and overhead costs.