COLORADO SCHOOL OF MINES
RESEARCH SPONSORSHIP AGREEMENT
EXPLOSIVE ENGINEERING AND EXPLOSIVE PROCESSING
CONSORTIUM

THIS RESEARCH SPONSORSHIP AGREEMENT, hereinafter the Agreement," is made and entered into by __________________, hereinafter the "Sponsor," whose principal place of business is located in _________________, and the Board of Trustees of the Colorado School of Mines, for and on behalf of the Colorado School of Mines, hereinafter "CSM," which is located in Golden, Colorado, USA.

WHEREAS, CSM is proposing to undertake an ongoing research project, which shall be entitled "Energetic (Explosive ) Materials and Explosive Processing, Testing " hereinafter the "Project"; and

WHEREAS, the Sponsor desires to obtain the benefits of sponsorship of the Project subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Term. This Agreement shall be in effect for a three (3) year term, which shall commence on January 1, 2019, and end on December 31, 2022.

2. Research. CSM shall conduct a research investigation entitled "Explosive Engineering and Explosive Processing" in accordance with the program outlined in CSM Proposal No. ________, dated February 2019, a copy of which is attached hereto and identified as Attachment A.

3. Independent Contractor. CSM shall conduct all research pursuant hereto as an independent contractor and shall have complete and exclusive authority and responsibility concerning the means and method of conducting such research.

4. Research Fee. In consideration for the research work to be performed hereunder, the Sponsor shall pay the appropriate sum based on the following sponsorship levels.

   _____ $40,000 Research Partner Per Year

NOTE: The appropriate Research Fee is due in its entirety upon execution of this Agreement.
5. **Level of Research Effort.** Since the total number of Project sponsors is not precisely known at the time of execution of this Agreement, the parties agree that the magnitude and nature of the research performed by CSM hereunder shall be in direct proportion to the number of participating sponsors and the total amount of funds available.

6. **Research Information.** Subject to specific limitations contained in other paragraphs of this Agreement, the Sponsor and, if applicable, its parent, subsidiaries, and affiliates that have a controlling interest in or are controlled by the Sponsor, shall be entitled to use any and all research information obtained hereunder for its internal research and development purposes.

7. **Project Representative.** The Sponsor shall designate a project representative to consult with CSM personnel from time to time. The Sponsor hereby appoints ________________________ as its project representative for the term of this Agreement, specified in paragraph 1 above. The Sponsor shall inform CSM in writing if it wishes to change the appointment made herein or appoint an alternate project representative.

8. **Ownership of Property.** Title to all property acquired with Project funds shall vest in CSM.

9. **Research Reports.** CSM shall prepare and deliver to the Sponsor semiannual progress reports concerning the Project. Additionally, CSM shall provide reports on significant research results to the Sponsor from time to time.

10. **Financial Report.** At the conclusion of the Project, CSM shall prepare and deliver to the Sponsor a summary statement of receipts and expenditures relating to the Project.
11. **Unencumbered Fund Balances.** Unspent and unencumbered funds remaining at the end of the Project shall roll forward and remain available for expenditure for the benefit of future phases of the ongoing research project.

12. **Sponsor Confidentiality Obligation.** The Sponsor acknowledges that research results obtained hereunder may be disclosed to the public through incorporation into graduate student theses or publication of scholarly articles. CSM shall furnish the Sponsor with draft copies of all theses or scholarly articles incorporating research performed hereunder on a semiannual basis, but in no event shall such manuscripts be provided to the Sponsor later than their date of submission for publication. The Sponsor shall not disclose any research information to any third party until such time as the scholarly article containing such information is published or the thesis containing such information is deposited in the Arthur Lakes Library at CSM. However, this confidentiality obligation shall not restrict the release of any portion of the research information by the Sponsor that was in the possession of the Sponsor, its employees, or affiliates, prior to the disclosure of such research information to the Sponsor by CSM, as evidenced by written information. Nor shall this confidentiality obligation restrict the release of any information previously in the possession of CSM employees or students who are participants in the Project. Nor shall this confidentiality obligation restrict the release of any information which has been generated independently by employees or agents of the Sponsor having no access to the research information of CSM hereunder.

13. **CSM Confidentiality Obligation.** CSM shall not reveal any research information generated under the sponsored activities of the Project prior to the public disclosure described above, except for limited promotional purposes and the obtaining of intellectual property rights. All CSM faculty, staff, students, and administrators who have access to research results covered by this Agreement will be made aware of the confidentiality obligation. However, this confidentiality obligation shall not restrict the release of any information previously in the possession of CSM employees or students who are participants in the Project. Nor shall this confidentiality obligation restrict the release of any information which has been generated independently from the Project.
14. **Additional Research.** The Sponsor may contract with CSM for the performance of additional or unrelated research. Any such contract shall be independent of this Agreement, and the additional cost of such research shall be borne by the Sponsor.

15. **Inventions and Discoveries.** All inventions and discoveries developed under the sponsorship of this Agreement shall be the property of CSM, and any patents related to such inventions and discoveries shall be issued in the name of CSM. CSM shall grant to the Sponsor and, if applicable, its parent, subsidiaries, and affiliates a nonexclusive, royalty-free, worldwide license, without the right to sublicense, to use for its internal research and development purposes any invention or discovery generated through research activity sponsored by this Agreement. CSM reserves the right to grant licenses for the use of such inventions and discoveries to nonsponsors at any time. The Sponsor shall not divulge information concerning inventions and discoveries covered by this Agreement to nonaffiliated third parties without securing the prior written approval of CSM, provided that the Sponsor may disclose such information to its contractors and agents for use in its own business, as long as such contractors and agents have agreed in writing to be bound by the same standard of confidentiality as the Sponsor with regard to such information.

16. **Computer Software.** All computer software developed under the sponsorship of this Agreement shall be the property of CSM, and any copyright registrations related to such software shall be issued in the name of CSM. CSM shall grant to the Sponsor and, if applicable, its parent, subsidiaries, and affiliates a nonexclusive, royalty-free, worldwide license, without the right to sublicense, for its internal research and development purposes any computer software generated through research activity sponsored by this Agreement. CSM reserves the right to grant licenses to such software to non-sponsors at any time. The Sponsor shall not divulge information concerning computer software covered by this Agreement to nonaffiliated third parties without securing the prior written approval of CSM, provided that the Sponsor may disclose such information to its contractors and agents for use in its own business, as long as such contractors and agents have agreed in writing to be bound by the same standard of confidentiality as the Sponsor with regard to such information.
17. **Sponsor Participation.** The Sponsor may permit selected members of its staff to participate in ongoing activities of the Project. To initiate such participation, the Sponsor shall contact the Project Principal Investigator at CSM to arrange the necessary details. All expenses and risks incurred by participating members of the Sponsor’s staff shall be the sole responsibility of the Sponsor.

18. **Assignment.** Upon the prior written approval of CSM, the Sponsor shall have the right to assign this Agreement to another entity, provided that such entity assumes all of the obligations of the Sponsor herein.

19. **Modification.** This Agreement can only be modified with the mutual consent of the parties. However, in order to be effective, any such modification must be in the form of a written amendment and subscribed by the parties hereto.

20. **Termination.** This Agreement may be terminated whenever CSM or the Sponsor determines that such action is in its best interest. Termination shall be effected by delivery of written notice specifying the date upon which such termination shall become effective to the other party at least sixty (60) days prior to the effective date of such termination. The Sponsor’s obligations relating to confidentiality shall survive termination pursuant to this paragraph or otherwise. All rights of the Sponsor set forth herein concerning use of research information shall survive termination of the Agreement in the following cases: (1) if CSM terminates the Agreement pursuant to this paragraph; (2) if CSM fails to offer another phase of the ongoing research project; or (3) if the Sponsor also becomes a sponsor of the next phase within six (6) months of the commencement thereof. If the Agreement is otherwise terminated, there shall be no such survival of any of the Sponsor’s rights set forth herein. If the Sponsor desires to terminate its participation at the end of any Phase and desires to utilize the research information generated during the Project beyond the termination date, CSM authorizes the use of such information for Sponsor’s internal, business purposes only. In the event of termination by the Sponsor, CSM shall be entitled to retain the balance of the research fee, specified in paragraph 4 above, and to continue pursuit of similar or related work with other entities. In the event of termination by CSM, the Sponsor shall receive a refund of its prorated share of unspent and unencumbered Project funds remaining at the time of termination. [Not really sure the phase concept works here.]
21. Notice. All notifications given pursuant to this Agreement shall be in writing; hand delivered, sent by prepaid registered or certified mail, or sent by facsimile; and addressed as follows:

To CSM
Dr. Vilem Petr
Department of Mining Engineering
1500 Illinois Street
Golden, Colorado 80401
Telephone: (303) 2733222
Facsimile: (303) ________
Email: sliu@mines.edu

To Sponsor
________________________________________
________________________________________
________________________________________
________________________________________
________________________________________
Email: ________________________

Either party may change its address for receipt of notices at any time by giving notice thereof to the other party as specified in this paragraph.

22. Governing Law. This agreement is made and accepted in Jefferson County, Colorado, and the laws of the State of Colorado shall govern any interpretation or construction of the Agreement.

23. Designated Litigation Venue. Any legal action to enforce, modify, interpret, or rescind this Agreement shall be commenced and prosecuted in the courts of Jefferson County, Colorado, or in Federal District Court for Colorado. Each party hereby submits to the personal jurisdiction of said courts and waives the right to change the venue specified in this paragraph.

24. Duplicate Originals. This Agreement shall be executed by the parties in counterparts, each of which shall be considered an original document for all legal purposes.

25. Waiver. The failure of any party to enforce compliance with this Agreement or to exercise any power conferred by this Agreement shall not invalidate this Agreement or constitute a waiver of the power or authority which has not been exercised.

26. Severability. A declaration or judgment by a court or other competent judicial authority that any term of this Agreement is invalid or unenforceable shall not affect the remainder of this Agreement, which shall continue in full force and effect.
27. **Force Majeure.** No party shall be held in breach of this Agreement for acts of God or other causes beyond the control of that party, including, but not limited to, fire, floods, labor disputes or civil disorder. In the event of force majeure, the afflicted party shall immediately notify the other party of the situation and shall use all reasonable efforts to remedy same, provided, however, that such party shall not be obligated to settle any labor dispute against its will.

28. **Effect of Paragraph Headings.** Paragraph headings used herein are intended for reference purposes only and do not constitute a substantive part of this Agreement.

29. **Entire Agreement.** This Agreement and the Bylaws contain the entire agreement between the Sponsor and CSM on the subject matter addressed herein and supersedes any and all prior or contemporaneous oral or written agreements or representations between the Sponsor, or its agents, employees, and CSM, or its agents and employees, including, but not limited to, any boilerplate terms and conditions printed on a purchase order or other document issued by the Sponsor to indicate acceptance of the terms hereof or facilitate payment of the fees specified herein.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates specified below, and delivered to the other party.