

CONTRACTED SERVICES AGREEMENT

**Montana State University – Bozeman
Montana University System Water Center
Aquatic Sciences Laboratory**

Social Security or Federal Identification # _____
Workers' Compensation # _____
Contract Period Start Date _____
Completion Date _____
Non-Resident Alien No Yes
See Instructions

This contract is entered into between Montana University System Water Center Aquatic Sciences Laboratory (MWC-ASL), and _____ (Organization).

Name and address of Organization contact person:

Name and address of MWC – ASL contact person:

Wilbert Kucherka
Montana University System Water Center
Montana State University – Bozeman
101 Huffman Building
Bozeman, MT 59717
kucherka@montana.edu
(406) 994-6690

- I. **PURPOSE:** The Scope of Work is attached as Attachment A. Attachment A = MSU Project Review Form # _____

- II. **EFFECTIVE DATE AND DURATION:** MWC-ASL shall commence performance on _____, and shall complete performance no later than _____, unless a written extension is executed.

- III. **SERVICES:** MWC-ASL agrees to perform the following services per Attachment A: Attachment A = Project Review Form # _____, approved by the MSU IACUC on _____ and valid until _____ provided annual updates are submitted and approved by the IACUC.

- IV. **CONSIDERATION:** Organization agrees to pay MWC-ASL the sum of \$**** for performance of the testing protocol attached as Exhibit A. The payment schedule is as follows:
- V. **RELATIONSHIP OF THE PARTIES:** It is mutually agreed that MWC-ASL is an independent contractor and not an employee of Organization for purposes of this agreement. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by Company to its employees will be provided by Organization to the staff of MWC-ASL.
- VI. **OWNERSHIP AND PUBLICATION OF MATERIALS:** All material and other information generated under this contract shall be the property of Organization. _____ (The Organization) retains ownership of test materials and data. Publications of results will be at the sole discretion of the Organization. MWC-ASL will retain one copy of animal care data for audit purposes.
- VII. **MODIFICATION:** This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in this agreement are valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment by the parties.
- VIII. **TERMINATION:**
- A. This agreement may be terminated at any time upon the written mutual consent of the parties.
- B. Either party may terminate this agreement for failure of the other party to perform any of the services, duties or conditions contained in this agreement after giving the other party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.
- C. The above remedies are in addition to any other remedies provided by law or the terms of the Agreement.
- IX. **SEVERABILITY:** If one part of this agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remainder of this agreement remains operative and binding
- X. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** There will be no assignment or transfer of this Agreement, or any interest in this Agreement unless both parties agree in writing. No services required under this Agreement may be performed under subcontract unless both parties agree in writing.

- XI. **NOTICE:** All notices relating to this Agreement will be in writing and given to the contact person at the address provided for in the Agreement.

- XII. **VENUE:** This agreement will be interpreted according to the laws of the State of Montana. The parties agree that, in the event of litigation concerning this Agreement, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin.

This agreement consists of three (3) pages plus attachments. The original will be retained by MSU-Bozeman. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this agreement, they have executed this document on the dates set forth below.

_____	_____	_____
Social Security or ID#	MSU-Bozeman Legal Counsel	Date
	(if required)	

_____	_____
Company	Date

_____	_____
MWC Director	Date

_____	_____
OSP Director	Date