

[CENTER Name]

ENHANCEMENT PROJECT AGREEMENT

NC STATE File No. _____

This Agreement is entered into by and between North Carolina State University (UNIVERSITY) and [] (SPONSOR).

Whereas SPONSOR is a MEMBER of the [CENTER Name] at UNIVERSITY and the Enhancement Project contemplated by this Agreement is of mutual interest and benefit to the UNIVERSITY and SPONSOR, and will further the instructional, research, and public service objectives of the UNIVERSITY in a manner consistent with its status as a public educational institution.

1. **Scope of Work.** The UNIVERSITY will use its best efforts to perform activities as described in its Enhancement Project entitled [], which is attached hereto as Appendix A and hereby made a part of this Agreement.
2. **Term.** The activities of this project shall be conducted during the period beginning [start date] through [end date], subject to SPONSOR'S "member-in-good-standing" status with [CENTER Name].
3. **Payment.** SPONSOR agrees to support the UNIVERSITY's costs incurred conducting the activities as stated in Appendix A, in the amount of \$ []. This amount shall not be exceeded by the UNIVERSITY without the written authorization of the SPONSOR. Payment shall be made upon receipt of the UNIVERSITY's invoice in accordance with the following schedule:

fifty (50) % of the total costs upon execution of this Agreement
fifty (50) % upon submission to the SPONSOR of the Final Technical Report due in thirty (30) days after the end date of the project
[these are the typical payment terms though they may be changed based on the mutual agreement]

UNIVERSITY shall send SPONSOR invoices to the following individual using the contact information provided below:

Company Name
ATTN: First and Last Name
Street Address
City, State Zip Code

Phone: _____
Email: _____

For payment by check, the UNIVERSITY's remittance address is shown below. For payment by electronic funds transfer or financial questions, please contact a Contracts & Grants Authorized Representative using the contact information provided below.

North Carolina State University
Office of Contracts and Grants
2701 Sullivan Drive, Suite 240
Campus Box 7214
Raleigh, NC 27695-7214
United States of America

Phone: 919-515-2153
Email: cnghelpdesk@ncsu.edu

- 4. **Termination.** Performance under this Agreement may be terminated by SPONSOR at any time upon sixty (60) days written notice to UNIVERSITY. Upon receipt of notification, UNIVERSITY must proceed in an orderly fashion to limit or terminate any outstanding commitments and/or to conclude the project. UNIVERSITY must be reimbursed by SPONSOR for all costs and noncancelable commitments incurred in performance of the work prior to receipt of termination notice. UNIVERSITY may terminate performance if circumstances beyond its control preclude the continuation of the Research. If UNIVERSITY terminates, UNIVERSITY must reimburse SPONSOR all unexpended funds, except for those funds needed to pay for noncancelable commitments.
- 5. **Remaining Funds.** Any residual funds left upon completion of an enhancement project will be transferred back into a pool membership dues account.
- 6. **Controlling Terms and Conditions.** The terms and conditions set forth in the [CENTER Name] Membership Agreement and Bylaws shall govern this project.

In witness whereof, the parties hereto have executed this Agreement effective as of the last hereinafter written.

SPONSOR

UNIVERSITY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____