MONTANA STATE UNIVERSITY

Mountains & Minds

Research Agreements Policy

Subject	Research Agreements
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Scope

This policy applies to the following MSU-affiliated Campuses:

- MSU in Bozeman (MSU) including MSU Extension, Agricultural Experiment Stations, and Gallatin College.
- MSU Billings including City College (MSUB)
- MSU Northern (MSUN)
- Great Falls College MSU (GFCMSU)

For the purpose of this policy, the term "University" means all campuses listed.

The Institutional Official for each campus is:

- MSU– Vice President of Research and Economic Development
- MSUB – Vice Chancellor for Administration & Finance
- MSUN – Chancellor
- GFCMSU – CEO/Dean

100.00 Introduction and Purpose

Agreements governed by this policy detail the conditions under which the University is to provide or receive use of research facilities, services, goods, or other resources to a third party (e.g., commercial, governmental, and other research and educational institutions). An approved and executed agreement is required before any services identified in this policy may be performed.

This policy applies to all agreements entered into by Montana State University and the affiliate campuses under the authority of each campus's designated institutional signatory authority, which may be delegated to appropriate University employee in accordance with applicable policies and established signatory authority frameworks.

~~This policy applies to agreements under the standing authority and delegation of the Vice President for Research and Economic Development (VPRED) as set forth by the Contract Approval and Execution Policy, (https://www.montana.edu/policy/contract_approval.html).~~

~~The University will only be bound to agreements that have been reviewed and approved in accordance with this policy and that have been executed by the VPRED or university officials who have specific signatory authority delegated to them.~~

The purpose of this policy is to establish ~~the~~ rules and guidelines that must be followed before entering into agreements governed by this policy. Agreements described in this policy may also be subject to other University policies and requirements, including campus-specific contract approval and execution policies (MSU Bozeman) and any required approvals from the appropriate research compliance or oversight offices at each affiliated campus.

Applicable Compliance and Oversight Offices:

MSU Bozeman: Research Integrity and Compliance (RIC)

MSU Billings: Vice Chancellor for Administration & Finance

Grants & Sponsored Programs

MSU Northern: ~~[Insert here]~~Office of the Chancellor

Great Falls College MSU: ~~[Insert here]~~Executive Director of Finance & Administration

~~, including the University MSU Bozeman's Contract Approval and Execution Policy as well as any institutional approvals required by the Office of Research Compliance MSU Bozeman's Research Integrity and Compliance (RICORC).~~

Where applicable and appropriate, approved templates for agreements governed by this policy shall be used when entering into agreements with third parties (https://www.montana.edu/orc/agreements/industry_grid.html). Any changes to the approved template agreements must comply with ~~the University Contract Approval and Execution Policy.~~the applicable university policy.

The University will seek reimbursement of Facilities and Administration (F&A) costs in connection with agreements according to the University's established F&A rates (https://www.montana.edu/research/osp/documents/infosheet.html) with the Federal Government unless costs are precluded by agency policy or under exceptional circumstances.

Commented [BC1]: This link gives me a "404 not found." If it's a link to your F&A agreement, then provide a list of each U's individual agreements. Ours is here https://www.msubillings.edu/intranet/grants/infosheet.htm

200.00 Signatory Authority

Signatory authority is governed as follows:

MSU Bozeman: Contract Approval and Execution Policy: ~~Policy~~ https://www.montana.edu/policy/contract_approval.html).

MSU Billings: Delegation Authority policy: policyhttps://www.msubillings.edu/boffice/policy/220.0%20-%20Delegated%20Authority%20Policy.pdf

Great Falls College MSU: Great Falls College Delegation of Authority Policy

https://www.gfcmsu.edu/wp-content/uploads/2026/09/106_1.pdf

~~https://www.gfcmsu.edu/wp-content/uploads/2025/11/106_1.pdf and Delegation of Authority procedure manual https://www.gfcmsu.edu/wp-content/uploads/2025/02/106_1_1.pdf~~

MSU Northern: Signatory authority is limited to individuals formally delegated under applicable University Policy; faculty members do not have authority to execute agreements on behalf of the University unless expressly authorized.

~~The Vice President for Research and Economic Development~~Institional Official ~~has signatory authority over all agreements governed by this policy. Such signatory authority may be delegated to appropriate University employees pursuant to the~~ applicable ~~University Contract Approval and Execution pPolicyies. MSU Bozeman signatory authority is governed by the Contract Approval and Execution Policy (https://www.montana.edu/policy/contract_approval.htmlhttps://www.montana.edu/policy/contract_approval.html). Individual faculty members do not have the authority to sign any agreement governed by this policy on behalf of the University.~~

300.00 Agreements Governed by this Policy (alphabetical)

300.10 Data Use Agreement (DUA)

A Data Use Agreement (DUA) is a~~n~~ written agreement that governs ~~used for~~ the transfer or sharing of data that may be subject to some ~~restriction~~ limitations or restrictions on its use. A DUA serves to define the terms and conditions that apply to the transfer, storage, handling, access, distribution, and ultimate disposition of data shared under the agreement.

Specifically, DUAs address important issues such as limitations on use of the data, obligations to safeguard the data, liability for harm arising from the use or misuse of the data, publication review and approval requirements, and privacy or other legal rights that may be associated with certain types of confidential or protected data (for example, data derived from human subjects research).

300.20 Facility Use Agreement

A Facility Use Agreement governs the use of University facilities or equipment by non-affiliated groups. The University will not subsidize any individual or business with state funds, nor will it allow a user to gain an unfair competitive advantage over other businesses.

300.3~~2~~0 Material Transfer Agreement

A Material Transfer Agreement (MTA) governs the transfer of biological and other tangible research materials (e.g., cell lines, cultures, bacteria, nucleotides, proteins, transgenic animals, pharmaceuticals, seeds, and chemicals) between the University and a third party for research or non-commercial purposes. An MTA establishes the permitted uses of the materials, protects proprietary material, and establishes the rights granted to each party with regard to the use of the material and any intellectual property developed using the materials.

300.430 Memorandum of Understanding

A Memorandum of Understanding (MOU) is intended to be an agreement between the University and a third party that serves to document expectations or intentions in the parties' dealings, such as to explore the possibility of a future relationship or engagement between the parties. Additional agreements may be required to specify any rights or obligations between the parties that exceed the scope of the MOU. Examples of obligations that exceed the scope of an MOU include:

- committing resources, such as effort, space, or in-kind support;
- providing rights or benefits to another party such as rights to reports, intellectual property, or data;
- incurring risk, such as indemnification of another party; and
- specific deliverables promised.

300.540 Non-Disclosure Agreement

A Non-Disclosure Agreement (NDA) is an agreement between the University and a third party that is intended to prohibit the disclosure of proprietary or confidential information.

The University or the individual employee must seek an NDA before disclosing University information that may be potentially patentable, has unique value to the University, or otherwise requires protection from dissemination for other reasons, such as Personally Identifiable Information (PII).

Any individual who is responsible for disclosing or receiving confidential information under the agreement must act in accordance with the terms of the NDA. In addition to an authorized University signatory, some NDAs also require the individual signatures of faculty members or other employees who may be disclosing or receiving confidential information in acknowledgement of their obligations under the NDA.

300.650 Research Collaboration Agreement

A Research Collaboration Agreement (RCA) is an unfunded research agreement used when the University and a third party collaborate for research purposes. A Research Collaboration Agreement may include terms governing the following:

- Scope of work to be conducted.
- Schedules and deliverables.
- Publication of the research results.
- Intellectual property arising from the research collaboration.
- Care of data and confidential information exchanged during the research.
- Transfer of materials among the collaborating organizations.
- Compliance with export control and other laws and regulations.
- Rights and procedures to terminate the project.

300.70 Service Agreement

A Service Agreement (SA) is an agreement between the University and a third party to perform specific services specified by the third party. The ownership of any intellectual property resulting from the services shall be identified in the SA.

The University's performance of services is justified when the following criteria are met:

(1) the desired services do not exist in the private sector or are not readily accessible; and
(2) the work does not entail original, creative research.

The SA is intended to provide deliverables to a third party, which may include data, and reports, and/or prototype items, but must not have as an objective the creation of new intellectual property for the University. Services that are expected to result in the creation of new intellectual property or ~~involving~~ involve testing by University employees should be considered research that requires a Sponsored Research Agreement or a Testing Service Agreement, respectively.

300.860 Sponsored Research Agreement

A Sponsored Research Agreement (SRA) is an agreement used when the University receives funding from a third party for a particular researcher or researchers to pursue a specific area of research. SRAs contain a statement of work, budget, and period of

performance, and stipulate reporting requirements, and any other sponsor terms and conditions applicable to the funding (https://www.montana.edu/policy/gifts/).The University typically owns any intellectual property created under the agreement but may allow a license option to the sponsor pursuant to a separate license agreement.

300.970 Testing Services Agreements

A Testing Services Agreement (TSA) is an agreement between the University and a third party to perform specific tests specified by the third party. The third party owns the intellectual property or proprietary interests in the material being tested. Ownership of any intellectual property resulting from the testing services shall be identified in the TSA.

The University's performance of testing services is justified when the following criteria are met:

~~(0)~~(1) the desired facilities or capabilities do not exist in the private sector or are not readily accessible;

~~(0)~~(2) the tests to be performed involve methods of a primarily technical nature that can be specified in advance; and

~~(0)~~(3) the work does not entail original, creative research.

The TSA is intended to provide deliverables to a third party, which may include data, reports, and/or prototype items, but must not have as an objective the creation of new intellectual property for the University. Testing services that are expected to result in the creation of new intellectual property by University employees should be considered research that requires a Sponsored Research Agreement.

400.00 Contracts Made in Violation of Policy

Agreements made in violation of this policy, i.e., without proper authorization, signatures, or review by the appropriate offices, or that violate the law or Board of Regents (BoR) or ~~Montana State~~ University policies, are voidable at the discretion of the University.

Employees who make or sign agreements in violation of this policy may be subject to additional mandatory signature authority training, revocation of signatory authority, and potential personal liability for the agreement and any damages caused to the university. Failure to comply with this policy, including egregious, repeated, or intentional violations of this policy, may be considered a violation of the professional standards expected of University employees and may result in disciplinary action up to and including dismissal.