



**SOLUTION MINING
RESEARCH INSTITUTE**

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Standard Terms and Conditions for SMRI Research Contracts 1 January 2026

1. The contractor shall perform the scope of work and submit the contract deliverables specified in the Request for Proposals (RFP) and the contractor's proposal. If differences exist between the RFP and the contractor's proposal, the agreed upon contract language shall govern. All written or electronic communication regarding the research is to be in English.
2. The SMRI Project Sponsor(s) will provide technical oversight to include review of project plans, will assist in resolution of any technical issues which might impact the project or research results, will approve contractor progress reports, and will review all invoices for accuracy.
3. During the project, progress reports may be given by the contractor during Research Committee meetings generally on the Saturday before SMRI conferences begin, or the brief progress reports must be given to the Project Sponsor prior to the Research Committee meetings for informing the Committee.
4. After the first draft report is approved by SMRI's Research Committee, SMRI will provide a report number, a cover page, a disclaimer regarding the report contents, and a copyright notice which will become part of the final report. A filename and format will then be designated for the final report. All draft and final versions of the research report must include the date at the end of the filename
5. The final report shall be provided in electronic format in Adobe Acrobat word searchable (pdf) format. The electronic report may consist of text, figures, tables, maps, data files, etc. Reports in electronic format may contain color, (such that colors will print visibly in black and white). Files too large for email attachment may be sent to SMRI via an FTP site.
6. The final results of the research shall be presented in a 30-minute oral report at an SMRI meeting. The report may, at the discretion of SMRI, be at a members-only meeting, or as part of a technical conference. Any and all costs associated with the presentation are part of the contract and included in the contractor's proposal.
7. Upon SMRI acceptance of the final report, the Contractor shall send an invoice electronically to the SMRI Executive Director, Assistant Executive Director, Research Coordinator, Project Sponsor, and copy to accounting@solutionmining.org for approval and payment.
8. SMRI owns the copyright and has the sole right to distribute the report and research products in all versions and formats, including the right to charge for it. The Contractor may distribute the report without charge within the Contractor's organization.
9. SMRI has the right to cancel the contract for any reason and at any time. Should SMRI elect to do so, it shall reimburse the contractor for all costs incurred through the cancellation, unless the cancellation is due to inadequate or late performance.



10. SMRI will not pay any costs or reimburse any expenses not specifically included in the contract. Any changes to the contract must be approved in writing by SMRI and the researcher prior to such additional work or expense. Full costs of the project will be paid by SMRI upon acceptance of the final report by the Research Committee, unless partial payments are specified in the proposal and contract.

11. The contractor shall obtain and maintain for the period of performance of this Agreement the following insurance:

- Worker's Compensation, including Employer's Liability Insurance, and/or all other insurance required by law in accordance with the statutory requirements of the jurisdiction in which the work will be performed.
- Commercial General Liability Insurance and shall maintain such insurance coverage during the term of this Agreement. Such insurance shall cover the entire work product created by the contractor and all operations performed under this Agreement. Insurance policies procured in accordance with the terms of this Agreement shall have a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence. In addition, the contractor's insurance policies shall clearly indicate such policies will act as primary insurance in case of a claim made under this Agreement.

12. SMRI warrants that performance of this agreement will not infringe any intellectual property rights of the contractor or sub-contractors. SMRI will acquire no rights in any of the contractor's or its sub-contractors' intellectual property. SMRI shall use the contractor intellectual property solely and to the extent necessary for the performance of this Agreement. SMRI shall not disclose any of the contractor's intellectual property to any third party. The contractor's intellectual property includes but is not limited to information and knowledge, including, without limitation, any processes, parameters, methods, procedures, designs, drawings, specifications, formulations, trade secrets, know-how (including confidential information), research and development obtained by SMRI from or concerning The contractor or its sub-contractors developed by SMRI in the performance of this agreement. The final report is excluded from this clause.