

# SOLUTION MINING RESEARCH INSTITUTE

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## **Standard Terms and Conditions for SMRI Research Contracts**     30 June 2017

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 RFP shall govern, unless otherwise specified in the contract. 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 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 also be designated for the final report.
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, (with such colors preferably that will also 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](mailto: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.