

**MEMORANDUM AGREEMENT  
BETWEEN  
THE AMERICAN FOUNDRY SOCIETY, INC.  
AND  
RESEARCH AGENCY**

The American Foundry Society, Inc. (AFS), 1695 N. Penny Lane, Schaumburg, IL 60173-4555 desires to provide a grant for research on:

**Project Title**

for a period beginning xxx xx, 2 to xxx xx, 2xxx

For this purpose, it is mutually agreed by AFS and (Address of Research Agency), the Research Agency, that:

1. The project shall be conducted at (Location of Research) under the supervision of (principal PI).
2. AFS agrees to pay the total sum of \$xx,xxx.xx U.S., payable in (x) installments as tabulated below upon certification by the Steering Committee Chair.

<b>Deliverable</b>	<b>Installment</b>
Task 1.	x,xxx.00
Task 2.	x
Task 3.	x
Task 4.	x
Task x.	x
<b>Total</b>	<b>\$xx,xxx.xx</b>

3. The research covered by this Agreement, designated as AFS Project 0x-0x#0x shall comprise the attached proposed research entitled:

**(Project Title)**

-date-

4. Installment payments under Item 2 shall be contingent upon submission of deliverables at the stated interval. The research agency shall send a copy of the progress report to all members of the attached AFS monitoring committee, and to the AFS V.P. Technical Services.
5. In addition to the original hard copies, electronic copies, compatible with AFS software, shall be sent to the AFS V.P. Technical Services. A complete and final written report covering the findings from this research shall be prepared and distributed within one (1) month of the expiration of the contract period. The AFS Research Report Format is enclosed. A table top style foam board or electronic poster (powerpoint) covering the findings, implementation, results, and future potential from this research shall be prepared and distributed to the AFS V.P. Technical Services within two (2) months of the expiration of the contract period. The AFS Research Poster Format is enclosed.

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6. In conducting this work, the research agency must be cognizant of the need to avoid, wherever possible, new developments that embody materials or processes which tend to create undesirable environmental conditions or significantly increase necessary expenditures of energy.
7. No expenditure of these funds in excess of \$500 is to be made for equipment without prior, written approval of AFS.
8. Any invention, copyright, process, formula, or patentable discovery resulting from this research shall be made freely available to the AFS membership on a nondiscriminatory basis.
9. The American Foundry Society shall have all prior rights to the publication of this research for a period of one (1) year from the date of receipt of the final report. No one associated with this research shall, for a minimum of three years, disclose or publish the findings without approval of the technical content by the industrial sponsors. These provisions on publication and disclosure do not apply to oral and written dissertations by students in fulfillment of thesis requirements in accordance with established policies of the Research Agency.
10. The terms and provisions of this Agreement may be modified by mutual agreement in writing, signed by the parties hereto.
11. Termination:
  - (a) Termination for convenience. AFS reserves the right to terminate this agreement, or any part hereof, for its sole convenience. In the event of such termination, the Research Agency shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this agreement, the Research Agency shall be paid a percentage of the agreement price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Research Agency can demonstrate to the satisfaction of AFS using its standard record keeping system, have resulted from the termination. The Research Agency shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The Research Agency shall not be paid for any work not performed, or for any anticipatory profit or revenue that the Research Agency might have received if the agreement had not been terminated. In any such termination, the total recovery shall not exceed the agreement price.
  - (b) Termination for cause. AFS may terminate this agreement, or any part hereof, for cause in the event of any default by the Research Agency, or if the Research Agency fails to comply with any agreement terms and conditions, or fails to provide AFS, upon request, with adequate assurances of future performance and the Research Agency fails to cure said breach, ten (10) days after receiving written notice. In the event of termination for cause, AFS shall not be liable to the Research Agency for any amount for supplies or services not accepted, and the Research Agency shall be liable to AFS for any and all rights and remedies provided by law. If it is determined that AFS improperly terminated this agreement for default, such termination shall be deemed a termination for convenience. Notwithstanding anything to the contrary in this agreement, AFS shall not be liable to the Research Agency for any punitive, exemplary, or consequential damages.

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The above Agreement has been entered into by the American Foundry Society and Research Agency, and will remain effective only for the period stated unless written time extension is issued by the American Foundry Society, Inc.

AMERICAN FOUNDRY SOCIETY 1695 North Penny Lane Schaumburg, IL 60173-4555	Research Agency Address
Signature:	Signature:
Name: Jerry G. Call	Name:
Title: Executive Vice President	Title:
Date:	Date:

Attachments: Steering Committee  
Research Proposal  
AFS Research Report Format  
AFS Poster Format

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Steering Committee

Project Title

-Date-

Name, Chair

Address

Bus: (xxx) xxx-xxxx x232

Bus Fax: (xxx) xxx-xxxx

E-mail: xxx@xxxx.com

American Foundry Society

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Thomas Prucha, Ex Officio

Vice President Technical Services