



UNIVERSITY OF DAYTON
DAYTON, OHIO 45469

*Consulting
Contract*

SCHOOL OF ENGINEERING
DEPARTMENT OF MECHANICAL ENGINEERING

April 21, 1977

Dr. H. Tracy Hall
1711 N. Lambert Lane
Provo, Utah 84601

Dear Tracy:

Thank you very much for your invaluable assistance on our project "Experimental Determination of Thermodynamic Equilibrium Diagrams for Lubricants". Your comments and advice have been most helpful to Kurt and I. We are now ready to encapsulate a lubricant and begin testing. Kurt will be in touch with you soon regarding the encapsulating material.

I am enclosing some forms to satisfy our administration with regard to the consulting work. The forms have been back dated to cover the present work. Please sign and return to me as soon as possible. Sorry for any inconvenience.

Very truly yours,

John N. Crisp

John N. Crisp
Associate Professor

JNC:cr

Enclosure

P.S. An extra copy is enclosed for your records.

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UNIVERSITY OF DAYTON
DAYTON, OHIO 45469

Agreement No. RI-80504

CONSULTANT AGREEMENT

This Agreement is entered into this 7th day of February by and between Dr. Tracy Hall (hereinafter called the "Consultant"), and The University of Dayton (hereinafter called the "University").

PURPOSE

The University has entered into contracts with certain agencies of the Federal Government and other sponsors, under a contract(s) designated as ENG 76-04343 to perform certain research work therein specified.

The University desires the Consultant to perform certain work or services within the scope of the prime contract described above under the terms and conditions set forth below, and the Consultant has expressed a willingness to perform such services.

NOW THEREFORE, the parties hereto agree as follows.

ARTICLE I - STATEMENT OF WORK

The Consultant shall perform the work described in the Appendix attached hereto and made a part hereof (hereinafter referred to as "the Appendix"). The Consultant agrees to perform such services as may be requested by the University hereunder to the best of his ability and during such hours as shall be mutually convenient to both parties. This Agreement is made with the Consultant as an independent contractor and not as an employee of the University.

ARTICLE II - DURATION

The term of this Agreement shall be between February 7, 1977 through March 15, 1979 unless terminated as provided herein, or extended by mutual agreement in writing.

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ARTICLE III - REPORTS

The Consultant shall furnish reports to the University from time to time, as may be required by the University, concerning activities of the Consultant under this Agreement, and shall make such final report or reports as may be required by the University. Specific reports required are defined in the Appendix.

ARTICLE IV - PAYMENT

A. For performing the work the Consultant shall be paid in accordance with the provisions of the Appendix. Such payments shall constitute full payment to the Consultant for all services performed hereunder.

B. The Consultant shall submit expense reports (copy attached) as specified in the Appendix.

ARTICLE V - CLOSE-OUT PROCEDURES

A. The Consultant shall submit a final expense report for his services.

B. Promptly upon expiration or termination of this Agreement, the Consultant guarantees that he shall:

1. Make complete disclosures, if any, of all inventions and discoveries pursuant to Article VIII. A. of this Agreement not previously disclosed;

2. Certify in writing that such disclosures are complete.

C. The University may withhold final payment hereunder until the requirements of subparagraph B of this Article V have been fulfilled and until patent clearance covering the Consultant under this Agreement has been granted by the University.

ARTICLE VI - PERSONAL SERVICES ASSIGNMENT

A. The work or services provided for herein shall be performed by the Consultant, and no other persons shall be employed by the Consultant to perform such work or services without the prior written approval of the University. This paragraph does not apply to secretarial, clerical, and similar incidental services required by the Consultant and provided at his own expense.

B. Neither this Agreement nor any interest therein, or claim thereunder, shall be assigned or transferred by the Consultant to any party or parties without the written authorization of the University

ARTICLE VII - TERMINATION OF AGREEMENT

The University may terminate this Agreement, in whole or part, at any time by giving written notice to the Consultant. If this Agreement is terminated pursuant to this article, the Consultant will be entitled to payment in accordance with the payment provisions of this agreement only for those services furnished prior to the effective date of the termination.

ARTICLE VIII - ADDITIONAL TERMS AND CONDITIONS

A. Patents

1. The Consultant agrees to assign to the University all of the Consultant's rights, title, and interest in any and all discoveries, improvements or inventions, and all patents and patent applications relating thereto, both foreign and domestic, which the Consultant alone or jointly with others may conceive or make during the period of this Agreement pertaining to, or resulting from the work performed under this Agreement with the University or the Consultant's association therewith; from time to time during or after the period of the Agreement with the University, at the request of the University, the Consultant agrees to execute and deliver to the University any or all instruments of assignment or transfer which the University may reasonably request to vest in the University the rights herein conveyed; and to assist the University in every proper way in obtaining and enforcing patents covering any of said discoveries, improvements, or inventions, and to that end to disclose all information and execute and deliver any and all instruments or documents to the University which the University may reasonably request, without cost to the Consultant.

2. It is recognized that during the course of the work under this Agreement, the Consultant may from time to time desire to publish, within the limits of security requirements, information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In order that public disclosure of such information will not adversely affect the patent interests of the University, patent approval for release and publication shall be secured from the University prior to any such release or publication.

3. The Consultant certifies that he has no other agreement in regard to inventions and discoveries in effect with another employer or with anyone else which will conflict with the conditions of this Agreement.

B. Secrecy

1. Government Classified Material

In any consulting activities performed by the Consultant for the University pursuant to a Government prime contract or subcontract held by the University, the Consultant shall not permit any alien to have access to any drawings, specifications, or enclosures relating to the performance of such research, or to any models or material referred to therein, or to any engineering principles, compositions, subassemblies, or assemblies which are vital to the functioning or use of the article or articles forming the subject matter of such research, without the written consent beforehand of the said agency. It is further understood that disclosures of information relating to such work contracted for hereunder to any person not entitled to receive it, or failure to safeguard and comply with security regulations relating to all top secret, secret, and confidential matter that may come to the Consultant or any person under his control in connection with such work under this Agreement, may subject the Consultant, his agents, employees, and subcontractors to criminal liability under the current applicable laws and regulations of the United States. The provisions of this Article shall survive the termination of this Agreement.

2. Proprietary Information

Upon termination of this Agreement, the Consultant agrees to turn in to the University all records, notebooks, data, and other information pertaining to the work done for the University.

The Consultant also agrees not to retain a copy of nor disclose any notes, data, or other information relating to his work with the University to any person or organization not connected with the work with the understanding, however, that consent to publish will be granted in all cases where the Agreement of the University with the Sponsor of the research work grants the University the right to publish. Also, the Consultant will hold as confidential and not reveal to anyone not connected with the sponsored research project information concerning the business affairs and technical methods and processes of persons, firms, corporations, Government departments or agencies related as Sponsors to the project.

3. Copyrights

In respect to all copyrightable material first produced or composed by him in connection with the performance of his work under this Agreement, the Consultant hereby conveys to the University the sole and exclusive right to transfer to itself or to any third party any and all right to such copyrightable material as it shall deem appropriate in its sole and exclusive

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discretion, agrees to and does hereby assent to all such transfers, and agrees to assist in the registration and/or transfer of all such copyrights by the University in any manner as aforesaid.

C. Equal Opportunity

During the performance of the services called for under this Agreement, the Consultant agrees as follows.

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the University setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Consultant's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part, and the Consultant may be declared ineligible for further Government contracts or subcontracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant will include the provisions of Paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

D. Examination of Records by Comptroller General

1. The Consultant agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this Agreement or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

2. The Consultant further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes

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(i) purchase orders not exceeding \$2,500, (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

3. Nothing in this Agreement shall be deemed to preclude an audit by the General Accounting Office of any transactions under this Agreement.

E. Publications

It is considered possible that during the course of and subsequent to the termination of this Agreement the Consultant may from time to time desire to publish, within the limits of security and patent requirements established hereby, certain results of scientific, technical, or general interest originating under or existing by virtue of this Agreement in, or by means of, journals, magazines, newspapers, radio broadcasts, or other media of communication. Clearance in writing shall be secured from the University prior to any such publication. Such clearance will not only set forth the conditions under which publication may be made but will also insure that appropriate individual and institutional credit is given with respect to released information and will further insure that the patent rights reserved to the University under this Agreement will not be adversely affected.

ARTICLE IX - APPROVAL OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

UNIVERSITY OF DAYTON

BY X *H. Tracy Hall*

H. TRACY HALL
1711 N. LAMBERT LANE
PROVO, UTAH 84601

Consultant

Address

APPENDIX

The Consultant shall provide the following services

A. Statement of Work

The amount and type of services to be provided will be determined by Dr. J.N. Crisp. It is anticipated that approximately 10 days of consulting will be required within the two-year period from 7 February through 15 March 1979. It is understood that arrangements for your services will have to be made around previous commitments you already have for this period.

B. Payment

The University shall pay the Consultant at a rate of \$200 per eight-hour day for services mutually agreed upon. Reimbursements for other costs associated with the performance of your services will be made according to the established policies of the University of Dayton.

Payment will be made weekly on receipt of a statement covering time and expenses for the preceding week.

It is understood that the Consultant will not be reimbursed on any other Government contract for the days which the University reimbursed the Consultant in this effort.

BY X H. Tracy Hall
Consultant

H. TRACY HALL
1711 N. LAMBERT LANE
PROVO, UTAH 84601

UNIVERSITY OF DAYTON

BY _____