

NATIONAL CREATION SCIENCE FOUNDATION

Institute for Creation Research

Research Proposal Performance Agreement

- A. The parties to this Agreement are the **Institute for Creation Research** (“ICR”), acting through its research promoting activity called the **National Creation Science Foundation** (“NCSF”), and the grantee(s) of an ICR-approved research project. Under this Agreement, the grantee(s), a/k/a “grant recipient(s)”, is/are:

_____, and that creationist research project is headed by a **Principal Investigator** named:

_____, and the NCSF-approved research project is coded by NCSF Project Code Number: _____, which represents the specific creationist research project proposal titled:

_____.

- B. The control of funds provided under this NCSF creationist research grant program rests with the proposal-submitting person (or group) and will be used only for the purposes stated in this agreement, subject to any additional agreed terms-and-conditions supplements which further define the obligations, terms, and conditions of the proposed research project. Such agreed terms-and-conditions supplements, if any, are either attached hereto (and incorporated herein by reference) and/or are cited herein as follows:

See Attached Addendum (and are incorporated

herein by reference). In particular, the sequential progress reports and project phase completion requirements, which may be outlined by an attached schedule of research progress and reporting, are a material part of this Agreement, so progressive fundings of the project are conditioned upon any such payment schedule/project phase outline attached hereto as a supplement.

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- C. Also, grantee(s) shall demonstrate complete concurrence with ICR's Scientific Creationism Tenets and Biblical Creationism Tenets as such appear on ICR's website (www.icr.org/tenets), and shall also comply with all applicable laws, e.g., laws regarding conducting scientific research with human and/or animal subjects.
- D. The funds will be spent only for the purpose for which they are granted. Any grantee who fails to timely complete a project, without legal justification or ICR/NCSF's consent, will be required to return the full amount of funds granted to NCSF, unless a phased payment schedule provides otherwise. (The usual research grant is disbursed in project phase-based installments unless a different arrangement is specified agreed to.) Each progress payment is tied to the timely receipt by NCSF of written and electronic progress reports demonstrating acceptable progress on the pre-approved research project. Unless otherwise agreed to, one quarter of the total grant amount will be withheld until the final report has been submitted to NCSF. This Agreement form is a standard form which presumes a research project of two (2) or more phases; however, if an attached Supplement (which may be called a "Rider") indicates otherwise, that Supplement supersedes this paragraph's presumption of two (2) or more phases. (The specific "phases" of the proposed research project are to be described within an attached Supplement to this Agreement.) Unless otherwise indicated in an attached Supplement, the funds shall be allocated according to NCSF's Research Proposal Summary provided in Information Packet:
- E. In addition to interim progress reports, a comprehensive research report will be written, with photographs (if any are appropriate for reporting the research data), in a timely manner, by the grantee(s) acting by and through the research project's Principal Investigator (the primary author and main contact person for this proposal).
- F. NCSF reserves the right of first refusal for publication of any written reports or articles about the overall research of the project itself, as opposed to any articles about a specific finding or subpart of the research project. It is understood that the NCSF will publicize this information, and any derivative works ICR deems to create therefrom, to its readership via print (e.g., in ICR periodicals, or as a monograph, or in a DVD, or as part of an ICR-published book), and/or via electronic media (e.g., posted on www.icr.org), and/or via other publication methods which ICR/NCSF may deem as appropriate.

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- G. Interim research reports and ultimate research results shall be provided to ICR in both print and electronic formats, with such formats to be defined or approved by NCSF. Specifically, periodic interim report updates shall be provided, by email to NCSF's designee monthly. Also, a full status report shall be provided to NCSF on a quarterly basis. If the research project, as proposed and/or as performed, is affected by any foreseeable "seasonality" factors (such as most of the field work will be done in the summer), the reporting cycle and its requirements may be adjusted by a supplemental agreement providing a modification of this paragraph; if any such modification is agreed to by the parties, it shall be attached to this agreement and separately co-signed by both parties. After NCSF has been provided with an overall research report, in a scholarly form, subsequent publications or presentations of all or part of the research findings, either written or oral, must be pre-approved in writing by ICR/NCSF; regarding such subsequent publications/presentations, ICR's approval will not be unreasonably withheld.
- H. Any report, either written or oral, of the project's activities must appropriately credit the grant support provided by NCSF, the year the grant was awarded, and include contact information for NCSF (e.g., NCSF's mailing address and its primary website www.icr.org/ncsf). Recipients must file interim status reports (according to the "phase" schedule indicated by reference above, by citation or attachment) until project completion.
- I. Both parties to this agreement (i.e., ICR / NCSF and Grantee) may unilaterally terminate (i.e., cancel) this agreement, without fault, on 30 days written notice to the other party. Any such cancellation notice may be provided by email, FAX, mailing, or courier service.
- J. Upon project completion, grantee(s) will make a final report to NCSF, containing a summary of research data, research methodology used, other relevant activities, literature-cited bibliography, plus financial documents and records (with appropriate receipts if part of the grant provides for reimbursement of specific expenses), and an overall research analysis evaluation.
- K. If the written outcome of the proposed research is published in book form, as a technical monograph, as a DVD, as a CD, as a videotape, or in some of form of published format, the copyright for that published work belongs 100% to ICR; provided, however, that ICR will provide appropriate credit and, if applicable, royalties thereon in accordance with its then-

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existing standard form of copyright royalty practice, information on which shall be provided to Grantee on request.

- L. If this research project directly produces or foreseeably leads to patentable technology, ICR/NCSF and Grantee agree that they will share, on an equal (i.e., “ 50/50”) basis, the ownership interest in that patentable technology, unless a different shared ownership arrangement is indicated by an attached supplemental agreement which is co-signed by both ICR and Grantee. In calculating the sharing of any profits from gross revenues produced by any such patentable technology, both parties shall first recover (on a *pro rata* basis) their out-of-pocket expenses from any gross revenues (resulting from the marketing of the patentable technology), then the parties shall share the net profits on a 50/50 basis.
- M. Unless otherwise agreed to, grantee(s) shall write an article that gives an overview of the research project. Said article should contain no less than 1,500 words, and will be written for as-is or edited inclusion in *Acts & Facts* magazine or another ICR periodical (unless NCSF requests a different type of format for a different kind of research report publication, e.g., ICR may prefer a creationist science journal format such as or similar to that of *Creation Research Society Quarterly*). Grantee(s) are authorized to write additional articles, e.g., to emphasize a particular research finding’s importance, but they are not required to do so.
- N. All activities included in this grant shall be carried out in accordance with the Policies and Procedures Manual of NCSF.
- O. All research activities shall be performed at locations equipped and otherwise suitable for that type of research. Such locations shall be identified in the grant proposal or shall be otherwise approved by NCSF.
- P. Grantee shall be responsible for knowing and complying with applicable health and safety standards (including but not limited to OSHA standards), as well as waste and emissions requirements (including but not limited to EPA and TCEQ standards), for the research work location(s).
- Q. Although grantee(s) anticipate receiving progress payments for performing the approved project activities, the legal relationship established by this Agreement does not transform any grantee into an agent or employee of ICR/NCSF. This Agreement, for legal purposes, shall be (or be deemed) an independent contractor-type arrangement, and each grantee independently assumes the legal risks of his/her own losses and liabilities while engaged in

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research-related activities. Moreover, each grantee agrees to hold harmless and to indemnify ICR/NCSF and its employees and other representatives, with respect to any liability situations that may arise as a result of the research activities.

- R. Both the grant recipients and NCSF agree that the obligations, terms, and conditions of this Agreement are to be governed by the laws of Texas, and that the actions contemplated or performed under this Agreement should be treated as if those actions occurred in Texas (even though, in many cases, those actions will or should occur elsewhere).

AGREED TO, by grant recipient(s):

Grant recipient or agent's signature

Date: _____, A.D. _____

AGREED TO, by the Institute for Creation Research:

By: _____, NCSF Director of Research
Dr. John D. Morris, President

Date: _____, A.D. _____