

ACCESS TO FARM, GREENHOUSE AND LAB AGREEMENT

This Access and Use agreement is required for individuals, institutions, organizations or other entities (Requestor/s) seeking to use the property or services of North Carolina Agricultural and Technical State University's (N.C. A&T) Farm, Greenhouse, lab or other College of Agriculture and Environmental Sciences (CAES) facility/ies for which no existing partnership/ collaboration agreement currently exists. The Farm includes croplands and animal units (<https://www.ncat.edu/caes/university-farm/index.php>). CAES facilities include greenhouses and research labs (<https://www.ncat.edu/caes/agricultural-research/research-facilities/index.php>) in Benbow, Carver, Webb, Sockwell Halls and the Center for Excellence in Post-Harvest Technologies (CEPHT), located at Kannapolis. N.C. A&T and requestor may be individually referred to as "party" and collectively referred to as "parties."

I. Eligibility

All non-CAES faculty members must have a collaborative research project with at least one N.C. A&T CAES faculty member to be eligible to use the facilities and/or farm under this agreement.

Eligible researchers are required to submit a [Facilities Request Form](#) at least 30 days in advance of the planned date of use of farm facilities and at least 1 week in advance of the planned date of use of analytical lab facilities. Eligible researchers must include a research plan with the Site Request Form with sufficient detail to allow the Office of Agricultural Research to evaluate what sites and facilities are needed, duration, etc. For using farm facilities, a proposal abstract and a summary of your proposed area of study needs to be provided. To use the lab facilities, the composition of your sample and what you are trying to detect or quantify needs to be provided. Eligible researchers must include the name/s of CAES collaborator/s, description of the needed research space, and list specific equipment or other support needed from CAES in the request form. Incomplete Site Request forms will be returned to the requestor.

II. Responsibilities of the parties in the agreement

Farm use: a farm service fee will be charged for projects based on services, land and animal needs identified and discussed in the Research Plan – Statement of Work below. Upon approval of the farm use application, the farm will provide services and the requester assumes specific responsibilities.

a. N.C. A&T University Farm services:

1. A land space fee will be applied, based on size of land and location requested.
2. N.C. A&T requires that the application of pesticides or operation of machinery only be done by certified/qualified university employees. An herbicide or pesticides application fee would be determined by the space needed to cover and the frequency of application.
3. Standard practices for land preparation includes primary and secondary tillage (assumed unless otherwise noted). The land preparation fee would be based on type of preparation, size of land and equipment needed.
4. Irrigation costs depend on the size of plots, type of materials, type of irrigation methods, and frequency of water application.

5. Plot maintenance includes labor and maintenance for plowing, monthly mowing and weed eating. The cost would be based on equipment required and frequency of use.
6. For all research related to animals and animal housing, the university farm is responsible for daily housing, watering, and feeding of animals. The cost will be determined on a case-by-case basis based on the type of animal use, facilities needed and project requirements.
7. Miscellaneous – there might be unexpected need of plot maintenance and need of some farm equipment. The fees will be based on need basis or the required services or equipment.
8. Provision of the following equipment is upon request*. However, requests should be made before the start of the project via the [Facilities Request Form](#). The fees will be charged based on type of equipment and frequency of use.
 - a) Tractors
 - b) Planters
 - c) Sprayers
 - d) Mowers
 - e) Disc
 - f) Rotor tillers
 - g) Other implements

**Notes: 1. Any project specific or specialized equipment needed to achieve your given protocols, that is not already in the farm's inventory, will be the project's responsibility.
2. All mechanical failures need to be reported to farm staff as soon as possible.*

9. If the proposed project builds any structure on the farm, N.C. A&T and the partnering institution will decide beforehand, in writing, what will happen to the structure after the project's end date. Any and all construction projects on university property will be subject to, and guided by, the university's policies and procedures.

Please indicate your construction need_____.

10. If any livestock are bought during the project, both parties will decide beforehand what will happen to the livestock once the project is over.

Please indicate what animals will be needed/purchased_____.

11. All samples stored as part of the project, and any waste products, should be disposed before the project end date in accordance with EH&S?) policy.

b. Collaborating Organization/Individual's Responsibilities: The collaborating organization/ individual commits to:

1. Use the farm in an accordance to the standards set by the CAES and the farm superintendent;
2. Pay all the required charges **before** the beginning of the project;
3. Return the farm land to N.C. A&T in the same or improved condition after completion of the project, at the time specified in the approved request;
4. Coordinate with the farm superintendent on security, containment, isolation and disposal of genetically modified plant/animal materials before beginning the project.

5. Prevent soil contamination/degradation by spills, excessive treatments, obnoxious and invasive plants.
6. Meet all the regulatory and ethical compliance requirements prior to the start of work with animals or genetically modified organisms.
7. Other applicable requirements as may be communicated or required by N.C. A&T.

III. Research Lab/s Use*:

The following apply to use of N.C. A&T's Research Lab/s:

1. Access to CAES labs are only permitted after a written application approval is issued by CAES, N.C. A&T.
2. All approved users must be trained in research lab safety protocols before commencing work or other activities in the labs and/or using any lab equipment.
3. Only approved users can use instruments in the CAES lab. Instrument operators assume all liability for their actions.
4. Approved users shall use the equipment only in the manner intended and as outlined in their training and/or the user manuals supplied by the manufacturer.
5. If required, approved users will be trained in proper sample preparation and instrument use. However, written exceptions may be made to this requirement by the lab director or applicable contact person, depending on the type of work.
6. The researcher/organization submitting samples for analysis is responsible for the content of, and accuracy of all information given to the CAES lab pertaining to the submitted samples.
7. Cost estimates for lab work will be determined on a case-by-case basis and previous similar work that has been performed.
8. Cost estimates for lab work should be obtained from the lab director/manager **before** the start of any actual lab experiment/s.
9. Samples must be submitted to the appropriate lab using the appropriate sample submission form.
10. Hazardous samples must be handled with care using established best practices and or N.C. A&T policies as defined by EH&S [<https://hub.ncat.edu/administration/business-and-finance/facilities/safety.php>]. Clients should inform the lab prior to the sample submission about the possible instability/toxicity of their samples.
11. The labs will submit results to the clients, based on the kind of service requested. These results will be the property of the clients. The lab will retain copies of the results for a minimum of three (3) years after the end of the services.

12. The labs are not obligated to provide consultation and interpretation of the results. If any intellectual contribution is sought in addition to the results, the lab should be acknowledged in the acknowledgement section with the possibility of co-authorship in the publication.
13. The labs will follow reasonable precautions and safety in handling, storing and testing of the samples, but will not be responsible for any loss or damage of test materials. Depending upon the kind of tests, the labs might ask for additional samples to complete the requested services.
14. Any of the unused materials will be destroyed or returned to the clients at the clients' expense after the conclusion of the test.

* To learn more about CAES lab facilities and policies please refer to the following links

<https://www.ncat.edu/caes/agricultural-research/research-facilities/index.php>

https://www.ncat.edu/caes/agricultural-research/documents/caes-labs-and-instrument_feb-2020.pdf

IV. Additional provisions

- a. **Effective date:** This agreement is effective when signed, and will commence from the project start date until the project end date.
- b. **Closeout paperwork:** A closeout checklist must be completed by the individual or? organization.
- c. **Payment of remaining costs:** Once contracted work is complete, the partnering institution/individual must pay all the remaining charges to the N.C. A&T. A closeout checklist must be signed to ensure the Requestor met all obligations under this agreement.
- d. **Agreement modification:** Any extensions or modifications to this agreement must be made in writing. Requests for extensions must be submitted at least three (3) months prior to the project end date. *An extension request cannot be guaranteed until N.C. A&T completes an availability assessment. If approved, N.C. A&T will provide an extension letter.*
- e. **Paragraph headings:** The titles to the paragraphs of this agreement and any attachments here to are solely for convenience and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this agreement.
- f. **Access to persons and records:** The state auditor and N.C. A&T's internal auditors shall have access to persons and records as a result of all agreements or grants entered into by state agencies or political subdivisions in accordance with General Statute § 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of participating organization during the term of the agreement to verify accounts and data affecting fees or performance).
- g. **Qualified veterans:** The parties shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected.
- h. **Entire agreement:** This agreement and the request form specifically described in this agreement represent the entire agreement between N.C. A&T and the requestor

_____ as to the subject matter of this agreement and supersede all prior oral or written statements or agreements.

- i. **Termination:** This agreement may be terminated by N.C. A&T or requestor with thirty (30) days' notice to the other party. Either party may terminate this agreement in the event of a material breach of its obligations under this agreement. Once notice of termination is issued by N.C. A&T, all monies owed to it must be tendered within 14 days of termination.
- j. **Applicable law:** This agreement shall be governed by the laws of the State of North Carolina, and enforced by its courts. This agreement shall not be construed as a waiver of sovereign immunity.

In Witness Whereof, the undersigned by their signatures attest that they are duly-authorized individuals with the authority to bind their respective organizations and do so in **duplicate originals**, one of which is retained by each of the parties, effective the _____ day of _____, 20__.

Partnering Organization	North Carolina A&T State University
Authorized Representative Signature <i>(state title):</i>	Authorized Representative Signature <i>(state title):</i>
Print Name:	Print Name:
Date:	Date:
Federal Identification # or Social Security # of Contractor:	

The undersigned acknowledge their responsibilities in maintaining the terms of this agreement:

Farm Superintendent/Greenhouse/Lab Manager:	CAES Associate Dean for Research
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

2.07.2020