

AGRICULTURAL UTILIZATION RESEARCH INSTITUTE

INITIAL ASSISTANCE AGREEMENT

WHEREAS, AURI provides and makes available consulting services, financial assistance, technical expertise, and equipment to businesses and prospective businesses located in the State of Minnesota which are involved in the use of agricultural products, and

WHEREAS, CLIENT believes CLIENT may benefit from the services, assistance, expertise and equipment which AURI has to offer, and wishes to meet and consult with AURI to discuss such matters.

NOW, THEREFORE, AURI and CLIENT agree as follows

TERMS AND CONDITIONS

1. **Assistance.** AURI may engage in any or all of the following:
 - A. AURI will meet with CLIENT to discuss and describe what services AURI can supply, and will recommend which, if any, of such services may benefit CLIENT.
 - B. AURI will meet with CLIENT to discuss and describe what equipment AURI has available for use, and will recommend which, if any, of such equipment may benefit CLIENT.
 - C. AURI will meet with CLIENT to discuss and describe what type of financial assistance AURI can provide, and will recommend which, if any, of such financial assistance may benefit CLIENT.
 - D. AURI will meet with CLIENT to discuss and describe what type of technical assistance AURI can provide, and will recommend which, if any, of such technical assistance may benefit CLIENT.
 - E. AURI will provide technical assistance and advice to CLIENT. Provided, however, AURI may, at its sole option and discretion, elect not to provide or limit any such technical assistance and/or advice.
2. **Fees.** AURI will not charge or impose any fees for assistance or services it provides to CLIENT pursuant to this Initial Assistance Agreement.
3. **Evaluation of Information.** It is CLIENT'S sole duty and responsibility to evaluate the information, advice and/or assistance that AURI supplies CLIENT pursuant to this Initial Assistance Agreement. AURI is not responsible or liable for any damages which may be caused to CLIENT in the event that CLIENT declines to use any of the services, advice or assistance which AURI offers to the CLIENT pursuant to this Initial Assistance Agreement.
4. **Application for Services.** If CLIENT desires any of the services or financial assistance that AURI has available, then it is the CLIENT'S sole responsibility to request the service or assistance in the manner AURI has established and to complete all documents and supply to AURI all information requested by AURI in order for AURI to evaluate and act upon such request.
5. **Acceptance of Services.** CLIENT acknowledges AURI may require CLIENT to fully execute appropriate documents and agreements prior to AURI providing any information, advice, equipment, financial or technical assistance.

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6. **Disclosure of Information.** AURI will not, without the prior written consent of the CLIENT and subject to any applicable limitations contained in Chapter 13 of Minnesota Statutes disclose or disseminate any information which AURI receives from the CLIENT with any entity other than employees of AURI and its legal counsel.
7. **Termination.** CLIENT or AURI may terminate this Agreement with or without cause at anytime upon thirty (30) days' written notice to the other party, and neither party will be liable for any expenses incurred by other party.
8. **Waiver of Liability.** CLIENT waives and renounces any claim or right for damages which CLIENT may now have or which may arise in the future against AURI as a result of any information, assistance and/or advice CLIENT receives or does not receive from AURI or any actions CLIENT performs or fails to perform or which AURI performs or fails to perform in accordance with this Agreement. This paragraph will survive the termination of this agreement.

NOW, THEREFORE, AURI and CLIENT agree to the TERMS AND CONDITIONS noted above:

AURI

Agricultural Utilization Research Institute

P.O. Box 599

Crookston, MN 56716

Contact Person: _____

CLIENT

Organization Name: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Contact Name: _____

Federal ID Number: _____

State ID Number: _____

Notice to CLIENT: CLIENT is required by law to provide his/her social security number or federal employer tax identification number and MN tax identification number if he/she does business with AURI. These numbers will be available to federal and state tax authorities and AURI personnel involved in approving the project assistance.

THE PARTIES HERETO, have signed this Initial Assistance Agreement to be effective on the day and date first noted below. Signing this Initial Assistance Agreement does not imply or guarantee award of AURI funds.

CLIENT

By: _____

Title: _____

Signed on the _____ day of _____, _____

AGRICULTURAL UTILIZATION RESEARCH INSTITUTE (AURI)

By: _____

Title: _____

Signed on the _____ day of _____, _____

Form Distribution: Original to State Headquarters; Copy to Field Office; Copy to Client